TERMS OF AGREEMENT

1. The person executing this application and agreement is authorized to do so and all statements contained in this application are true and correct.

2. The customer hereby acknowledges that Sealink International Inc. (a) is operating as a broker of transportation by motor carrier (and not as a motor carrier) duly licensed by the Federal Highway Administration when providing services for shipment by motor carrier (b) is operating as a non-vessel-operating common carrier (NVOCC) pursuant to its ocean Transportation intermediary (OTI) license issued by the United States Federal Maritime Commission when providing services by ocean vessel; (c) is operating as a shipper’s agent when providing services for shipment by rail; (d) is operating as an air and ocean freight forwarder when providing services for shipment by air or ocean and (e) is acting as a liaison agent for the customer to handle their customs clearance and pay all freight, duties, demurrage, detention, per diem, pier pass and all and any charges related to import and transportation charges.

3. The customer hereby authorizes to Sealink to file AES with the US customs and B13 with the Canadian customs on their behalf. The customer acknowledges that it is their responsibility to provide all the information accurately and in a timely manner and should there be any fines or penalty assessed due to untimely and/or inaccurate filing, they will be responsible for the same. However, if the customer has provided all information accurately and on a timely basis, it will not be responsible for any fines or penalties should one be assessed.

4. When placing a booking with Sealink International Inc., customers will confirm that:

   **Dry Bookings:**
   I confirm as Shipper (or on behalf of and with full authority from the Shipper) that:

   - The Goods in this booking are NOT classified as Dangerous Goods as defined and/or classified in the International Maritime Dangerous Goods Code 2016 including any amendments thereto and as may be updated from time to time.
   - The Goods are safe for carriage by sea and packed and loaded in accordance with the Code of Practice for Packing of Cargo Transport Units 2014 including any amendments thereto and as may be updated from time to time.
   - I understand that the Carrier is entitled to open and/or scan any package or Container at any time and to inspect the contents.
DG Bookings:
I confirm as Shipper (or on behalf of and with full authority from the Shipper) that:

- The Goods in this booking are declared correctly in accordance with the requirements, definitions and/or classifications in the International Maritime Dangerous Goods Code 2016 including any amendments thereto and as may be updated from time to time.
- The Goods are safe for carriage by sea and packed and loaded in accordance with the Code of Practice for Packing of Cargo Transport Units 2014 including any amendments thereto and as may be updated from time to time.
- I understand that the Carrier is entitled to open and/or scan any package or Container at any time and to inspect the contents.

5. The customer agrees to pay all of the amounts owed prior to cargo release. If a shipment has been booked by the customer and transferred to another party, the customer acknowledges that until that invoice is paid, it is liable for all associated charges on that shipment. If a shipment has been abandoned, seized by authorities or has not been picked up either at origin, destination or in transit. Customer acknowledges that they are responsible for all charges associated until the cargo has been auctioned, disposed of, picked up, or sold. If the cargo is sold or auctioned and funds are collected against the cargoes, the customer acknowledges that they are responsible for any and all shortfall and will pay Sealink without any disputes. Charges you are responsible for do include demurrage, detention, document fees, processing, etc.

6. This agreement has been negotiated in the state of Texas and that minimum contracts with the jurisdiction of Texas have been established. The customer waives any claim of defense based on jurisdiction and/or venue and does voluntarily submit to the jurisdiction and venue of the state of Texas and county of Collin for all legal issues related to the transaction of business between the parties including, but not limited to, the collection of moneys due pursuant to this agreement.

7. If the customer breaches any term of this agreement including the payment of money due pursuant to this agreement, customer shall pay all costs incurred by Sealink International Inc. in enforcing the terms of this agreement including, but not limited to, reasonable attorney's fees, whether or not legal proceedings are commenced.

8. The customer's failure to pay any undisputed billed charges may result in a lien on shipment(s) in transit. Sealink shall have a lien on freight in its possession. The lien shall extend to all shippers and/or cargo owner's property and shall be for the total amount owed to Sealink for all freight, service, costs advanced and/or expense incurred on current and/or any previous cargo handled by Sealink at the request of the shipper and/or cargo owner. The lien shall include billed freight charges, cost of storage, and appropriate security for the subsequent shipment held by Sealink. The lien shall include the cost of keeping and selling the property, including publication costs, collection services and attorney's fees.
9. If the customer incurs a loss or damage claim, the customer agrees to make a timely claim against the carrier for such loss or damage and agrees not to offset all or any part of such claim against any amounts due to Sealink International Inc.

10. All shipments booked with Sealink International Inc. are subject to the provisions of Sealink International Inc. Ocean bill of lading and Sealink International Inc. terms and condition of services, both of which are available upon request.