



A. Applicability

1. Unless otherwise agreed in writing these Terms and Conditions shall apply to any and all agreements, contracts, requests for quote, orders, Order Invoices, sales and deliveries of Goods or services by the Seller.
2. Any conflicting agreements (or similar) of the Buyer shall be deemed to have been rejected by the Seller unless expressly accepted in writing.
3. The Buyer may not transfer its rights and obligations without the prior written consent of the Seller, which shall not be unreasonably withheld.

B. Definitions

1. "Seller" means O.E. Durant, Inc., a North Carolina corporation or any affiliated companies appointed or named in the agreement, Order Invoice or any other communication between the parties.
2. "Buyer" means the party requesting quotations, requesting quotations, placing orders or otherwise receiving Goods or services from the Seller, including the Vessel and her owners, charterers, operators, managers, masters, agents and brokers. Any affiliate of the Buyer or other third party where such person acts as agent, which takes deliver of Goods or otherwise participates in or benefits from the sales or services encompassed by this agreement shall be deemed party to this agreement and shall be jointly and severally liable with the Buyer for all obligations pursuant to this agreement in respect of such supplies.
3. "Party" means the Buyer and Seller together.
4. "Terms" means these Terms and Conditions.
5. "Vessel" means the ship or ships, barge or on-or off-shore facility or any other type of vessel no matter the sort that receives the Goods, either as End-user or as a transfer unit to a third party.
6. "Goods" means any and all items ordered by the Buyer or supplied by the Seller and any related services provided by the Seller.
7. "Order Invoice" means a written confirmation by the Seller of an order placed by the Buyer or other confirmation of an agreement by Seller.
8. "End-user" means the party ultimately disposing of, using or consuming the Goods, including the Vessel and her owners, charterers, operators, managers, disponent owners, agents and brokers.
9. "Sanctions laws" means any sanction, prohibition or restriction imposed by the United States of America, including but not limited to the United States Department of the Treasury Office of Foreign Asset Control ("OFAC") including the OFAC Specially Designated Nationals or Blocked Persons List (SDN) or other mandatory restriction imposed by U.S. law.

C. Ordering and Acceptance of Goods

1. Any and all orders are subject to an Order Invoice which shall be the valid documentation for quantities and qualities ordered as well as for other terms agreed. It is the Buyer's sole responsibility to check and address any discrepancies between the Order Invoice and the Buyer's order, and the Seller shall not be held liable for such discrepancies.
2. Any master, officer, or crew member of the Vessel or agent/representative of the Buyer shall be deemed authorized by the Buyer to receive and inspect the Goods and to confirm that the Goods are in accordance with the Order Invoice.
3. Confirmation that the Goods are in accordance with the accompanying Order Invoice shall be deemed given and the Goods deemed examined and accepted in every respect by the Buyer taking delivery of the Goods, notwithstanding any reservations or conditions added to the receipts of delivery.
4. Any delivery time agreed shall be regarded as a best estimate and as an appropriate delivery time.
5. If delivery is requested on Saturdays, Sundays or religious or national or legal holidays, or outside Seller's normal operating scope, costs related to such delivery shall be payable by Buyer as additional costs.



6. The Seller may in its own discretion deliver the Goods of a single Order Invoice in one or more lot(s).
7. Delivery is deemed to have occurred when the Goods are placed at Buyer's disposal.
8. If storage of Goods is arranged by the Seller at the request of the Buyer the risk of loss shall pass from Seller to Buyer when the Goods are placed in storage.

D. Prices

1. The Seller's prices are based on the price level of the Goods and other costs, charges and taxes at the relative port or port-area at the time of concluding the agreement.

E. Quality and packing

1. The Goods shall be supplied in the packing customary at the time and place of delivery. At the time of placing the order, the Buyer shall inform the Seller of any special packing requirements. Any additional expenditure incurred in complying with the requirements shall be payable by the Buyer.

F. Claims and Liability

1. Any and all claims relating to a delivery of Goods must be notified in writing to the Seller within 5 business days from delivery and in the absence of such notification the Buyer shall be deemed to have approved and accepted the Goods in all respects. Exception is made if the Buyer rejects to receive a delivery at the time of delivery due to quantity or quality or in the case of perishable goods subject to inherent vice for which claims must be notified in writing at the time of delivery or as soon as practicable.
Except for claims for death and personal injury, the sole remedy for any claim, demand cause of action, liabilities, penalties and costs (including third party claims) arising out of or in connection with the delivery of Goods or services shall be a refund of the purchase price of the Goods or services provided not to exceed twenty-five thousand dollars (U.S. \$25,000).
2. Notwithstanding anything to the contrary in these Terms or elsewhere, Buyer understands and agree that the prices charged hereunder are also predicated on agreement that the Seller interests shall have no liability for any consequential, punitive or exemplary or special damages of any kind howsoever arising.
3. The Seller's total liability towards the Buyer under any one Order Invoice shall always be limited to the stated price of the Goods or services in such Order Invoice not to exceed twenty-five thousand dollars (U.S. \$25,000). This applies irrespective of whether the Seller's liability arises out of the delivery of non-confirming Goods, quantities, product liability, delays, or acts or omissions committed by the Seller or the Seller's representatives. Seller has no liability for any Goods containing hazardous material (including lithium batteries), chemical substances and the like and will have no liability to complete any supplier declaration of such.
4. A Party cannot be held liable for non-performance of its obligations, other than a Party's obligation to make payment, where such non-performance results from force majeure which means any cause of events beyond the reasonable control of Seller hereunder but not limited to unavailability of goods from the sources of supply of the Seller, interruption of vital services or utilities, acts of governmental authorities, national and official strike, and acts of God.

G. Payment

1. All invoices are issued in accordance with the Seller's invoicing policy. The Buyer shall provide the Seller any requested information and/or documentation necessary to invoice in accordance with the applicable invoicing policy.
2. Payment shall be made by the Buyer no later than on the due date as stated on the Order Invoice.



3. Payment shall be made, unless otherwise agreed in writing, in United States dollars and all payments are to be made free of bank charges or costs.
4. Payment shall be made in full without any set-off, deduction and/or discount unless agreed in writing prior to payment.
5. All costs and expenses incurred by the Seller in connection with over-due invoices shall be due and payable on demand by Buyer.

H. Owner and Third-Party Goods

1. The Seller may agree in situations to store and transport Goods on behalf of the Buyer (such items are referred to as "Buyer's Goods").
2. When the Seller instructs any third party in connection with the handling or movement of Buyer's Goods it does so strictly as an agent for the Buyer and the Buyer authorizes the Seller to act as its agent and to contract on the usual terms of those third parties.
3. The Buyer is responsible for completely and accurately declaring, describing, and documenting the contents of any package or packages passed to the Seller for handling, such declaration, description and documentation being appropriate for the place at which the Seller is required to handle the Buyer's Goods.
4. All Buyer's Goods shall be properly and adequately packaged for the period of transit and storage required. The Seller shall not be responsible for inspecting packaging or taking any remedial steps in relation to deficiencies. The Seller shall not be responsible for inspecting the condition of the contents of any packages for loss or damage. The Buyer shall remain at all times responsible for compliance with the ISPS Code as concerns the acceptance of goods on board Vessels.
5. Where the Buyer's Goods require special handling or care the Seller shall only be required to provide such handling and care if it has agreed expressly in writing to do so, in advance of the Goods being consigned to them.
6. Seller's charges for storing, handling or transporting Buyer's Goods shall be agreed in advance of Goods being consigned to them. Where there is no such agreement in place the Seller shall be entitled to charge a reasonable sum, consistent with the customary rate for similar clients.
7. The Buyer shall insure the Buyer's Goods for all carriage and storage risks during the period they are under the custody, care or control of the Seller on terms that the insurer waives any rights of subrogation or recourse against the Seller and names the Seller as an additional assured on a primary and non-contributory basis. The Seller has no obligation or requirement to insure Buyer's Goods.
8. The Seller shall not be liable for loss or damage to Buyer's Goods otherwise than by its own negligence. Any claims in respect of Buyer's Goods lost or damaged whilst in the custody of third parties instructed on behalf of the Buyer by the Seller shall be made directly to the relevant third party.
9. Buyer acknowledges that they have duty and is solely liable for maintaining compliance with Customs and Boarder Protection requirements related to books, records and cargo declarations unless otherwise agreed in writing with Seller.
10. Where the Seller is liable in respect of Buyer's Goods lost or damaged then its liability shall be strictly limited to the purchase price of the Goods not to exceed twenty-five thousand dollars (U.S. \$25,000) and such limits shall apply in all cases including misdelivery, loss or damage caused by the Seller's breach of contract or negligence. Should Buyer desire that Seller retain liability in excess of twenty-five thousand dollars (U.S. \$25,000.00) they must notify Seller in writing, whereupon Seller will quote rates for services provided hereunder predicated on higher liability limits. The Seller shall not be liable for losses arising from a failure to deliver or a delay in delivery of the Buyer's Goods, including loss arising from delay to the Vessel, including detention, demurrage, or periods off-hire.
11. The Buyer shall immediately upon written demand from the Seller fully indemnify the Seller for all costs, expenses, penalties, fines, taxes duties or other dues arising from the handling and delivery of Buyer's



Goods including those arising from the Buyer's incorrect or false declaration of the content of any package.

I. Maritime Lien

1. Buyer agrees and warrants on behalf of the Vessel and its owner that the Seller shall have and may assert a maritime lien under the general maritime law of the United States.

J. Law and Jurisdiction

1. These Terms, and all contracts, requests for quote, orders, Order Invoices, sales and deliveries of Goods or services by the Seller, shall be governed by North Carolina law.
2. Any dispute shall be decided by a competent court in the state of North Carolina.

K. Anti-Corruption/Bribery

1. The Buyer warrants that:
 - a. The Buyer and the End-User is not in breach of any Sanctions Laws.
 - b. That the Buyer is purchasing the Goods as principal and not as agent, trustee, or nominee of any person or company with whom transactions are prohibited or restricted under any Sanctions Laws.
 - c. That the Vessel is not and will not be employed, chartered, or transport any cargo, contrary to the restrictions or prohibitions under any Sanctions Laws.
 - d. That the Buyer, the Vessel, or the End-User will not use or otherwise employ the Goods or the Vessel for any purpose contrary to the restrictions or prohibitions under any Sanctions Laws.
2. The Buyer acknowledges that its conduct is subject to certain anti-corruption and anti-bribery laws and regulations. The Buyer shall comply with all such applicable laws and regulations and agrees not to offer, promise, pay, or authorize the payment of any money or anything of value or take any action in furtherance of such a payment, whether by direct or indirect means, to any public official or private individual to influence the decision of such person in the performance of any duties.

L. Miscellaneous

1. In case any provision in these Terms shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.