

SHIP OVERSEAS TERMS OF SHIPPING

LICENSING

Ship Overseas, Inc. is a licensed and bonded U.S. OTI – Ocean Transportation Intermediary and a licensed U.S. NVOCC - Non Vessel Operating Common Carrier, International Shipping Company. Copy of our OTI and NVOCC licenses with a proof of financial responsibilities (surety bond) may be furnished upon request.

GENERAL

All information published on our website including shipping rates obtained in quotes, are subject to change without notice. All texts, references and links should be considered only as suggestions, based on our working experience in the sea freight shipping industry. We do not guarantee its accuracy in all circumstances, and it cannot be considered as official shipping procedures in all situations. We cannot guarantee that our website is free from typos either in the text content, numbers in the shipping rates, charges etc. If a consumer (thereafter shipper, you, client, customer, he, she) is faced with a misunderstanding or error, we will do our best to resolve the issue in a timely manner.

To eliminate any misunderstandings, shipper must not accept any verbal shipping agreements. Shipping prices and commitments have to be in writing.

COMMUNICATION

In our business practice, email is considered as a mandatory method of communication with our customers. It is the customer's responsibility to provide correct contact email on the sea freight shipment, both at the origin and destination. Failure of receiving our email for any reasons may result in the sea freight shipment delay and/or extra charges and/or other difficulties. If our client does not receive our email as expected, then it is the client's responsibility to contact us in order to find a reason for not receiving the email.

Our staff is trained and responsible for providing quality freight forwarding / international shipping service on particular shipments. We are unable to educate our clients on all aspects related to the international shipping industry terms and procedures over the phone. We build a wide library of shipping references and answers to FAQs on our website. We strongly recommend reading these shipping references and FAQs.

SHIPPING DOCUMENTS

It is the shipper's responsibility for the accuracy of description, legality of commodity, and sufficiency of shipping documents submitted to an international sea freight shipment. We are not responsible for any information submitted by shippers in their shipping documents. It is the shipper's responsibility to provide all necessary shipping documents related to his/her ocean freight shipment, that will be required by the officials of the origin and destination country.

With us, shippers will be able to schedule ocean freight shipment online and receive an email with complete shipping instructions. Exporter must follow these shipping instructions. Failure to follow these shipping instructions may result in the cancellation of shipment, shipping delays or unpredictable extra charges. We will not be held responsible for any issues that may occur due to the failure of following these shipping instructions.

PICKUPS AND LINE HAUL

Pickup rates depend on the type of pickup site and commodity type. Line haul shipping charge depends on the commodity type as well. When shipper requests a quote/booking he/she must select proper type of pickup site and commodity type. Selection of incorrect type of pickup site and commodity type may result in changing the shipping price. The pickup will be done as close as possible to the residence or dealership as possible.

Shipper is held responsible on freight class declaration. Our pickup/line haul shipping price quotes are based on the freight class declared by shipper. Declaration of incorrect freight class may result to shipping price schedule change.

OCEAN FREIGHT BILL OF LADING

Ocean Freight Bill of Lading is the final shipping document received from us. Consider the Ocean Freight Bill of Lading as the title on your international shipment. Ocean Freight Bill of Lading transfers ownership on your shipped goods to the consignee.

By default all international sea freight shipments with us go on express releases. Express = telex release = means that you do not have to provide originals of the Ocean Freight Bill of Ladings in order to claim your shipped goods at the destination. An International Ocean Freight Shipment on express release should be released at the destination upon providing a copy of the Ocean Freight Bill of Lading received from us by email. No originals required.

Several countries around the world, particularly Argentina, Brazil, Ecuador, and certain countries in Africa, do not accept Ocean Freight Bill of Ladings on express releases. Ocean freight carrier should specify it upon issue of Ocean Freight Bill of Lading. Then we will mail you a set of the original Ocean freight Bill of Ladings by courier service.

Amendment in the Ocean freight Bill of Lading after it had been issued may not always be possible. We strongly recommend that you pay extreme attention to information you are entering when booking your shipment. As soon as an Ocean freight Bill of Lading is issued, any amendments to it is subject to an amendment fee. This fee varies from US \$70 to US \$200 or more.

SHIPMENTS

We reserve the right to accept or decline shipments.

Ship Overseas maximum liability per shipment is \$500.00. Pursuant to COGSA (Carriage of Goods at Sea Act). Ship Overseas recommends that all shipments be insured for transit cargo insurance (marine insurance) on a first dollar basis for losses incurring in transit.

DEALING WITH SEA FREIGHT CARRIER'S DESTINATION AGENT

In respect of dealing with U.S. freight forwarder / International Shipping Company, shipper should be prepared for dealing directly with a direct ocean freight carrier's destination agent, which will handle cargo on his/her behalf as soon as cargo is out of the U.S. Commerce zone. Information for the direct ocean freight carrier's destination agents is available: for Export in the carrier's ocean freight bill of lading - a final shipping document that acts as title on the shipped goods.

DESTINATION AND ORIGIN CHARGES IN OCEAN FREIGHT

All international sea freight shipments are subject to destination charges. These charges vary according to destination country, port of entry and ocean freight carrier, and do not include an ocean freight rate. It can be assessed on/after the day of entry of your shipped goods to the Commerce Zone of your destination country. The consignee must clear their sea freight shipment through customs at the designated port of entry, and pay all costs related to the cargo release(s) directly to parties involved in the cargo recovery. A part or all destination charges may be required to be paid at a sea port of entry, but not at the final destination. Then your cargo will continue travel to its final destination after it's cleared with customs.

For export shipping from the USA, sea freight carrier's destination agent should guide you in the recovery of your cargo.

Regardless of who implements custom clearance and obtains ocean freight release(s) on exporters behalf, it is exporters responsibility to meet the obligations and laws of cargo entry, obtain ocean freight release(s), and pay all charges and fees associated with that.

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TRANSIT TIME IN SEA FREIGHT

ETT - Estimated Transit Time (Shipping time) in ocean freight quotes are not precise, and should be verified upon a booking request. Shipping time in booking confirmations on an international shipment by sea cannot be guaranteed as well.

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Actual origin and destination charges depend on commodity, shipping conditions and other circumstances on your international shipment.

PAYMENT TERM AND RETURN POLICY

Typically payment term is due in full within 5 (five) calendar days from the time of issuing our invoice by email. However, if agreed in writing in advance, payments terms may vary depending on the type of shipping service and shipper's credit with us.

In our business practice, email is considered as a mandatory method of communication with our customers. All freight invoices are issued via email. If for any reason you do not receive our invoice by email as expected, then it is your responsibility to contact us in order to find the reason why you did not receive the email.

PROCESSING OCEAN FREIGHT SHIPMENTS UPON A COPY OF CHECK OR MONEY ORDER

In order to accelerate an ocean freight shipment, we may proceed with an ocean freight shipment upon receipt of a scanned or faxed copy of a check, money order, or wire transfer receipt. Shipper may fax or email a copy of the check to us. We will confirm receipt of the copy by email. This copy can be considered to be the payer's authorization for electronic funds transfer. In the event of a delay in receiving the original check or money order by mail, typically later than 5 (five) calendar days after receiving the copy, we reserve the rights to process the funds transfer based on the amount and payer's bank info provided in the copy of the check or money order.

CANCELLATION OF SERVICE AND REFUNDS.

Any cancellation of service is subject to a \$300.00 cancellation fee. (For all orders shipping FROM Europe TO the USA, the cancellation fee is \$500)

After a direct international ocean freight carrier has processed a shipment and the shipment cannot be returned to the shipper, i.e. cargo is on the way to the destination: consolidated in the container, entered in international ocean carrier's container yard or pier to be loaded aboard a vessel etc a refund cannot be provided. If the shipment is canceled prior to a direct international ocean freight carrier providing service per above, any outstanding charges will be charged for before any refund may be applicable, i.e. filing/booking fees, transport, repair or related charges, storage etc.

RETURN POLICY

If a security deposit is paid and shipment is canceled before cargo tendered to the shipment, the customer will be refunded, minus the deposit:

FCL, Cars, and RO-RO roll over charges will be calculated on a case by case scenario depending on the carriers roll over charge and circumstances of particular shipment.

CREDIT CARDS REFUNDS: All credit cards refunds are subject to 4% or \$25 minimum, whichever is greater transaction fee on the refund amount.

SMALLER REFUNDS UP TO \$25: Our operational cost for refunds completion is \$25. Then refunds toward small discrepancies in our invoices up to \$25 may not be processed. If a customer insists on a smaller refund of \$25 or less, an inquiry must be emailed to us. Then we will consider the refund on a case by case scenario.

NSF: Insufficient funds fee (returned/bounced check) is \$50.00.

CONTAINER SERVICE, SHARED OR EXCLUSIVE

Shared containers are subject to the availability of freight to the destination. We thus can not guarantee dates of departure and arrival. We provide average estimates for arrival and is in no way a guarantee of delivery time. Customs have the right to inspect a container. When this happens the persons sharing the container, or the person renting the exclusive container will be responsible for the costs of the inspection. Ship Overseas, Inc. will not be responsible for these charges. If a container is held up due to any reason, and charges are incurred as a result thereof, these will be the responsibility of the payee of the shipment.

(Sign) _____ **(Date)** _____ **(Name)** _____