



## TERMS AND CONDITIONS OF SERVICES

### FIRST CLAUSE: GENERAL TERMS

**Section 1.1.** These Terms and Conditions of Service are enforced by **ASIA SHIPPING USA INC.**, a Florida corporation, registered in the tax identification number 46-4805836, located at 3470 NW 82 Avenue, Suite 890, Doral, FL 33122 ("Asia Shipping USA") to the "Client" named in the equivalent document quote ("Client").

**Section 1.2.** The accompanying quotation (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of "Client" general terms and conditions of purchase regardless whether or when "Client" has submitted its purchase order or such terms. Fulfillment of "Client" order does not constitute acceptance of any of "Client"s terms and conditions and does not serve to modify or amend these Terms.

**Section 1.3** Notwithstanding anything to the contrary contained in this Agreement, "Asia Shipping" may, from time to time change the Services without the consent of "Client" provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

**Section 1.4.** This document may also be additional to the "Master Logistics Services Agreement" and/or "Asia Shipping Credit application".

### SECOND CLAUSE: BUSINESS TERMS CONDITIONS

#### **Section 2.1. COMMERCIAL CONDITIONS**

**2.1.1. SERVICE** - Asia Shipping USA" works as an international freight forwarder (IFF). International freight forwarder is a company responsible for organizing shipment (export and import) of goods, in air and sea modalities, acting on behalf of shippers or consignees, promoting international freight services and complementary services. Each service has its price specified in a commercial proposal.

**2.1.2. VALIDITY OF THE PROPOSAL:** The proposal with values and conditions is valid only for shipments that occur within the period offered and/or valid for the service contract as specified in the commercial proposal or in the equivalent negotiation document. After acceptance the proposal, any negotiation, current or future, regarding the application or granting of discounts on the agreed values is prohibited.

**2.1.3. SCOPE OF THE PROPOSAL:** This proposal specifically covers the service to the operation and the reported cargo, considering its characteristics such as (origin, destination, weight, volume, Incoterm, dimension, and HS CODE). Any change in these and other conditions may lead to changes in service, including, but not limited to, penalties eventually applied by the customs office, changes in values, fees, T/T, routes, including shipowners, among others.

**2.1.4. TRANSIT TIME:** The fixed transit time is a forecast and may change due to operational factors and do not constitute a breach of contract.

**2.1.5. OCCURRENCES:** The situations originally foreseen, such as (route, ship, boarding forecast, arrival forecast, ports of origin, transshipments, and ports of destinations) may eventually be changed according to the specificities and needs inherent to the maritime modality. In any event, the operational/effective carrier ("Owner") will provide all the information necessary to justify such facts.

**2.1.6. ORIGIN/DESTINATION FEES:** Origin and/or destination fees are subject to change by operational/effective carriers ("Shipowners/Airlines")

**2.1.7. SHIPMENT REQUIREMENTS:** The cargo must be made available with integrity, correctly described and properly packaged, and must be delivered at the agreed place, date and time. Failure to comply will result in a change in shipping values and conditions.

**2.1.8. SPECIAL PROCEDURES:** The contractor must communicate, in writing, prior to the acceptance of this proposal, the existence of any special procedures that must be applied to the shipment, such as, but not limited to



restrictions, early deliveries, temperature control, guidelines for removals, categorization as prescribed cargo, dangerousness, perishability and fragility, among others, if not, the shipment will follow general rules. Asia Shipping is not responsible for services provided by third parties involved.

**2.1.9. DANGEROUS CARGO** - For shipments of cargo categorized as "dangerous cargo", the quotation and service depended on the evaluation and prior acceptance by the shipowner, without prejudice to the obligation to comply with all legislation for shipments of "DGR cargo" by the CONTRACTOR;

**2.1.10. PHYTOSANITARY STANDARDS** - The CONTRACTING PARTY is obliged to observe and guide its respective commercial partners in relation to the guidelines of the International Standard for Phytosanitary Measures. In the event of non-compliance, the CONTRACTING PARTY will be directly responsible for all costs and fines that may be levied on the demand resolution process.

**2.1.11. CANCELLATION OR ABANDONMENT** - If the "Client" gives reason for the cancellation of the services, or even the eventual abandonment of the cargo, it will be responsible for paying all costs that may be generated, such as, but not limited to, storage, spawning/spawning, transportation costs road, documentary and other related costs.

## Section 2.2. CHARGES AND PAYMENT TERMS

**2.2.1. SERVICE FEES.** The "Client" shall pay the Asia Shipping USA for the Services contracted in accordance with the rates established in the quotation (the "Rates/Fees") or in the price sheet or equivalent document that configures negotiation (proposed and accepted) by the parties, including negotiations by electronic means / digital.

**2.2.2.** The Asia Shipping USA reserves the right to update its quote, conditions of service or prices in the event of an increase in tariffs, congestion of routes, fees, taxes, freight or import costs, significant fluctuation in the exchange rate, or in cases of force majeure. The Asia Shipping USA will justify whenever necessary to the "Client".

### **2.2.3. PAYMENT TERMS.**

**(a) DUE DATE** - Payment shall be due from "Client" immediately from the date of issuance of the invoice or equivalent document by the Asia Shipping USA, unless otherwise agreed between the parties. **If the "parties" agree on credit for payment, the document "ASIA SHIPPING Credit Application" must be signed, in addition to this contract.**

**(b) PAYMENT WITH DELAY** - In cases where payment is not made within the due date, the "Client" agrees to pay in addition to the principal amount at the rate of 5% (five per cent), in addition to interest on all late payments at the monthly rate of 1.5% or the highest rate permissible under applicable Law, calculated and compounded daily from the date due until paid in full. "Client" shall also reimburse Asia Shipping USA for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. "Client" shall pay the Asia Shipping USA by the method of payment method requested by Asia Shipping USA. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Asia Shipping USA's harm caused by a "Client" Breach would be impossible or very difficult to accurately estimate as of the date Asia Shipping USA commences Services, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a "Client" Breach. The "Client" 's payment of the Liquidated Damages is the "Client"'s sole liability and entire obligation and the Asia Shipping USA's exclusive remedy for any "Client" Breach.

**(c) OTHER REMEDIES.** In addition to all other remedies available under this Agreement or at law (which Asia Shipping USA does not waive by the exercise of any rights hereunder), Asia Shipping USA shall, in its sole discretion, be entitled to suspend the release of any Goods or cease performance of any Services if "Client" fails to pay any amounts if the payment is not made within 15 days. In addition, Asia Shipping USA reserves the right to require payment in full of all amounts owed by "Client" in advance of the release of the related Goods.

**(d) OFFSETS.** "Client" shall not withhold payment of any amounts due and payable to Asia Shipping USA under this Agreement by reason of any set-off of any claim or dispute with Asia Shipping USA, whether relating to Asia Shipping USA's breach, bankruptcy, or otherwise.

**2.2.4. Unsatisfactory Credit Status.** If Asia Shipping USA determines in its sole discretion that "Client"'s financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Asia Shipping USA 's other rights, Asia Shipping USA may without liability or penalty take any of the following actions: (i) accelerate all amounts owed by "Client" to Asia Shipping USA under this Agreement; (ii) modify the payment terms specified in this Section for outstanding and future Services, including requiring "Client" to pay cash in advance; (iii) cancel any previously accepted Services; (iv) terminate this Agreement effective immediately; or (v) any combination of the above. No actions taken



by Asia Shipping USA under this Section (nor any failure of Asia Shipping USA to act under this Section) constitute a waiver by Asia Shipping USA of any of its rights to enforce "Client"'s obligations under this Agreement including, but not limited to, the obligation of "Client" to make payments as required under this Agreement.

## **THIRD CLAUSE: PRIMARY RESPONSABILITIES OF THE PARTIES**

### **Section 3.1. RESPONSIBILITIES OF THE PARTIES**

**3.1.1.** Without prejudice to other obligations, Asia Shipping USA is responsible for:

- a) Provide high quality services, maintain your licenses valid, and have qualified personnel;
- b) Keep the "Client" informed about their shipments;
- c) Intermediate with operational Asia Shipping USAs (shipowners, airlines, road transport companies, warehouses) and all other operators, seeking to improve the "Client" operation;
- d) Comply with the legislation;
- e) The Asia Shipping USA is not responsible for the negotiation between seller and buyer, for the content of volumes, type of goods, trademarks, prices or quality.

**3.1.2** Without prejudice to other obligations, the "Client" is responsible for

- a) Keep your contacts and licenses active;
- b) Pay all customs duties, taxes, fees;
- c) Pay for the contracted services;
- d) Responsible for the negotiation, type of merchandise, price, quality, trademark, and everything else related to the commercial operation;
- e) Responsible for notifying any problem in the operation;
- f) Responsible for indicating special treatment for loading (temperature control, perishable cargo, fragile and others);
- g) Responsible for having a current and valid insurance policy;
- h) Responsible for the return of cargo units (container) within the time contracted and/or indicated by the shipowner
- i) Responsible for all costs and processes related to eventual withdrawal, cancellation or abandonment of cargo;
- j) The "Client" shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR § 172.800 and § 173 et seq. to the extent that goods in any shipments constitute hazardous materials. "Client" shall notify "Asia Shipping" immediately if any such shipments contain hazardous materials. "Client" shall defend and indemnify, and hold harmless, "Asia Shipping" from any liability, loss, damage, or penalties of any kind (including reasonable attorney fees) resulting from "Client" (a) failure to notify "Asia Shipping"
- k) Documentation. "Client" is responsible for completing any documentation required to be tendered to "Asia Shipping" in connection with the Services ("Service Documentation"), as requested by "Asia Shipping", and warrants that all Service Documentation will provide full and accurate information as required for the applicable Service.

The parties agree that the contracted services are not exclusive.

## **FORTH CLAUSE: COMPLIANCE CLAUSES**

### **Section 4.1. COMPLIANCE CLAUSES**

**4.1.1. CONFIDENTIAL INFORMATION** - The "Parties" may share information to carry out their business, through various means (Electronic, physical, and even verbal). All information must be subject to the principles of necessity, proper use and confidentiality. They must not be shared, stored, or reproduced for purposes other than the





legitimate purposes of the parties. Asia Shipping is authorized to share information with its partners for the sole purpose of providing services to the "Client"; Information that is considered public is not considered confidential;

**4.1.2. NON-DISCRIMINATION** -The "Parties" agree not to practice any act, intentional or unintentional, of discrimination, regardless of any type of ethnicity, color, religion, age, gender, or any other characteristic.

**4.1.3. ANTI-CORRUPTION** - The "Parties" undertake not to promote, offer, give, subsidize any type of value or advantage to a public agent, regardless of the reason or circumstance.

**4.1.4. LOGISTICS CHAIN SECURITY** - The "Parties" undertake, within their responsibility, to act for the security of the logistics chain, implementing access controls, security, conference, in order to comply with requirements that prevent the contamination of cargo by an illegal substance, transport hidden explosives, combating, within its attribution's crime and terrorism.

**4.1.5. COMPLY WITH THE LAW.**

The "Parties" agree to respect the legislation applicable to their business, in accordance with their activities, in particular customs law, international law, logistical security law, labor law and other applicable laws.

**4.1.6. PERSONAL DATA PROCESSING**

In order to carry out their economic activities, the "PARTIES" may carry out personal data processing operations, from one party to another, such as, but not limited to, the collection, classification, reproduction, transmission, processing, archiving, storage and other necessary, always linked to the principles of purpose, adequacy and necessity, applying in all cases good technical and administrative security measures with the objective of protecting the personal data that may have access. Every process of processing personal data must be linked to the legitimate interest and legitimate, legal and contractual purpose, proper and inherent to the respective economic activities".

## FIFTH CLAUSE CLAIMS PROCESS

### Section 5.1. TITLE/INSURANCE

**5.1.1.** It is understood and agreed between the Parties that, unless otherwise expressly agreed by the Asia Shipping USA in this Agreement, the Asia Shipping USA will not acquire title to the Goods on behalf of the "Client". The Asia Shipping USA will intermediate logistical services for the "Client", with its logistical partners.

**5.1.2.** The "Client" must have insurance policies to reduce the impact of eventual claims (damage, loss/misplacement) of the cargo, thus covering the goods, expenses, and profits. If the "Client" does not have a contracted insurance policy, any refund will be subject to limitations according to transport rules.

**5.1.3.** Claims Handling Process. Any claim made by "Client" against Asia Shipping USA for loss or damage to any Goods will be handled in the following manner:

- (a) "Client" will notify Asia Shipping USA promptly once "Client" discovers a possible loss or damage claim. The Parties agree that "Client" shall have 10 days or the minimum amount of time per applicable law after delivery of the shipment of Goods or, if no delivery, after the scheduled delivery date, to file a written claim for loss or damage to the Goods. The term "written claim" means delivering a written claim or notice of claim which reasonably notifies Asia Shipping USA that loss or damage has occurred to the shipment of Goods, describes the nature of the damage, and provides a reasonable estimate of the amount of the claim.
- (b) Asia Shipping USA agrees to required assist "Client" in resolving all claims with a Subcontractor.
- (c) Any action at law by "Client" to recover any claim against Asia Shipping USA shall be instituted by "Client" no later than one (1) year after a written declination of claim has been delivered to "Client" by Asia Shipping USA.
- (d) "Client" shall not off-set claims against any Service charges without Asia Shipping USA's written permission.
- (e) If governing law mandates a longer period of time for notice of a claim or time in which to file suit, such longer period of time will not control.

### Section 5.2. LIMITATIONS OF LIABILITY.

- (a) In entering into this Agreement, "Client" understands that the Services will be subject to Asia Shipping USA's or, as applicable, a Subcontractor's limitations of liability, and that "Client"'s rights to pursue Asia Shipping USA



and/or a Subcontractor for full actual loss or damaged Goods may be limited or prohibited by specific contractual terms or applicable law.

(b) Neither Asia Shipping USA nor any Subcontractors shall be liable for service delays.

(c) Except for obligations to make payment under this agreement, liability for freight claims liability for indemnification, liability for breach of confidentiality, in no event shall Asia Shipping USA's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), strict liability, or otherwise, exceed the total amount paid to Asia Shipping USA under this agreement in the month period preceding the event giving rise to the claim or \$ 10,000, whichever is less. The foregoing limitations apply even if Asia Shipping USA's remedies under this agreement fail of their essential purpose.

**5.5. Insurance.** "Client" Insurance Obligations. During the Term "Client" shall, at its own expense, maintain and carry insurance in full force and effect against fire or other casualty with financially sound and reputable insurers.

## SIXTH CLAUSE FORCE MAJEURE

### Section 6.1. FORCE MAJEURE

**6.1.1.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) ) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice as soon as is reasonably practical of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it hereunder, either Party may thereafter terminate this Agreement upon 30 days' written notice, subject to the provisions of **Erro! Fonte de referência não encontrada..** In the event of a Force Majeure Event, "Client" shall compensate Asia Shipping USA for all Services provided during the period of the Force Majeure Event, but shall not be required to compensate Asia Shipping USA for Services not performed during the period of the Force Majeure Event. For purposes of this provision when applied to Asia Shipping USA, "Impacted Party" includes any Subcontractor.

## SEVENTH CLAUSE GENERAL TERMS

**7.1. THE FREE AGREEMENT BETWEEN THE PARTIES** - The contractual rules are binding, they do not constitute rules of adhesion, they were previously presented to the CONTRACTING PARTY(S), they are also published and available at: <https://www.asiashipping.co> / de so that it cannot be claimed at any time, ignorance of them. The rules and conditions set forth herein do not fit the consumerist rules.

**7.2. TOLERANCE** - The parties' tolerance of non-compliance with any contractual clause will not result in novation, pardon, suspension, interruption, waiver and/or modification of what has been agreed, which is why the parties will not be able to invoke the facts exemplified in this clause for the benefit own or third parties, and must comply with the obligations as contracted, regardless of any judicial or extrajudicial interpellation.



**Asia Shipping**

[www.asiashipping.co](http://www.asiashipping.co)

**7.3. ACCEPTANCE** - It is requested that the confirmation of the contracting of the proposed service is preferably given through the acceptance of the "CLIENT" via email to Asia Shipping. In case it is not formally accepted via email, the "CLIENT" freely agrees that the sending of the boarding instruction, the conference and approval of the draft bill of lading, or other document, action, communication and/or message that by it configures the continuity of the service, it will constitute the acceptance of the referring commercial proposal for all purposes, and the "CLIENT" cannot claim, at any time, ignorance or disagreement with any condition, in this proposed and bound act. To settle any pending issues, the parties accept the choice of venue in Miami/FL, USA

**7.4. POWER AND AUTHORITY.** The Client represents and warrants that (i) it has the full and unrestricted right, power and authority to contract the services, instruct, request, quote and fulfill its obligations described in this Term and other related documents in accordance with the terms of this Agreement; and (ii) your performance of your obligations hereunder will not and will not violate (A) any applicable law or regulation, (B) any agreement, obligation or understanding (whether oral or written) to which you are a party, or (C) any rights owned by third parties.

**CONTACT US | COMMUNICATION CHANNEL AND ADDITIONAL INFORMATION:** Asia Shipping maintains a communication channel available on its portal so that you can contact us, access <https://www.asiashipping.co/en-us/contact-us>

Miami, FL – USA, June 2022

The company director and the compliance manager sign the document, for all legal purposes

**ASIA SHIPPING USA INC**

**Sergio Pinho de Araújo**  
Director  
[Sergio.pinho@br-asgroup.com](mailto:Sergio.pinho@br-asgroup.com)

**Alexandro Alves Ferreira**  
Compliance Manager  
[alexandro@br-asgroup.com](mailto:alexandro@br-asgroup.com)

## Terms and Condition\_Asia Shipping.pdf

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## Signatures

 **Alexandro Alves Ferreira**

CPF: 022.521.219-63

Signed as manager on Jun 20 2022 at 09:41:40

 **Sergio Pinho de Araujo**

CPF: 293.205.368-05

Signed as party on Jun 20 2022 at 09:41:42

## Log

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alexandro@br-asgroup.com, to sign as manager, with the following authentication factors: email (by token); Name; Brazilian Social Security Number (CPF); IP address. Data informed by Sender to authenticate signatory: name Alexandro Alves Ferreira and Brazilian Social Security Number (CPF) 022.521.219-63.
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sergio.pinho@br-asgroup.com, to sign as party, with the following authentication factors: email (by token); Name; Brazilian Social Security Number (CPF); IP address. Data informed by Sender to authenticate signatory: name Sergio Pinho de Araujo and Brazilian Social Security Number (CPF) 293.205.368-05.
- Jun 20, 2022 09:41 Alexandro Alves Ferreira signed as manager. Authentication factors: email alexandro@br-asgroup.com (by token). Brazilian Social Security Number (CPF) as informed: 022.521.219-63. IP: 201.159.186.149. Electronic signature tool version 1.290.0 accessed through https://app.clicksign.com.
- Jun 20, 2022 09:41 Sergio Pinho de Araujo signed as party. Authentication factors: email sergio.pinho@br-asgroup.com (by token). Brazilian Social Security Number (CPF) as informed: 293.205.368-05. IP: 179.174.9.192. Electronic signature tool version 1.290.0 accessed through https://app.clicksign.com.
- Jun 20, 2022 09:41 Signature process finalized automatically. Reason: auto-close after the last signature enabled. Signature process completed for document c0277ac1-7d3c-43e3-a4c7-5b65a2c4d4e5.

**Signed document with legal validity.**

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