



International shipping terms and conditions

CHAPTER ONE: GENERAL PROVISIONS OF ONATECH CARGO SERVICES

ARTICLE 1 -DEFINITION

In this Agreement:

(a) "**Company**" means ONATECH CARGO Shipping, LLC, its subsidiaries, affiliates, agents and/or representatives, an international freight forwarding business, a limited liability company under Cameroonian law, registered with the Trade and Companies Registry under number M101914224464E NO RCCM: RC/DLA/2019/B/4798, with its registered office located in DOUALA,

(b) the term "**Client**" means the person for whom the Company provides services, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. Customer shall be responsible for providing notice and a copy or copies of these Terms and Conditions of Service to all such agents or representatives;

(c) "**Documentation**" means all information received directly from Customer, whether in hard copy or electronic form;

(d) The term "**Ocean Transportation Intermediaries**" ("OTI") includes an "ocean freight forwarder" and a "non-vessel operating carrier";

(e) The term "**Third Party**" includes, but is not limited to, "carriers, truckers, carters, lightermen, freight forwarders, ITOs, customs brokers, agents, warehousemen and others to whom goods are entrusted for transportation, cartage handling and/or delivery and/or storage or otherwise".

APPLICABLE AGREEMENT unless the context otherwise requires, means each of the following official documents applicable to the contract of carriage or shipment.

ARTICLE 2 - SCOPE OF APPLICATION

(a). These terms and conditions of service shall apply to all shipping or consolidation transactions between the Company and the Customer for legal purposes and to all ancillary services and documents rendered by the Company to the Customer. Such services shall be subject to the provisions of this Agreement and these Terms and Conditions to the extent that the latter are not inconsistent therewith.

(b). The provisions of this Agreement shall apply regardless of the nationality of the Client or any interested person.

(c). The provisions of this Convention apply to all packages or goods to be shipped. However, where a bill of lading is issued under a charter party, it is subject to the provisions of this Convention in so far as it governs the relationship between the shipper and the holder of the bill of lading, if the latter is not the charterer.

(d) Where a contract provides for the carriage of goods in successive shipments during an agreed period, the provisions of this Convention shall govern each such shipment. However, where a shipment is made under a contract of airfreight or sea-freight the provisions of paragraph 3 of this article shall apply.

(e). Company as agent. The Company shall act as "agent" for the Customer in performing duties related to entry and release of goods, post-entry services, obtaining export licenses, filing export and security documents on behalf of the Customer and other dealings with governmental agencies; for all other services, the Company shall act as an independent contractor.

ARTICLE 3 - INTERPRETATION OF THE AGREEMENT

In the interpretation and application of this Agreement, regard shall be had to its international character and to the need to promote uniformity.

The international carriage of a shipment by air shall be subject to the Montreal Convention or the Warsaw Convention. International transportation of a shipment by land will be subject to the CMR. Domestic shipments of shipments (origin and destination within the same country) are subject to the laws of that country, these Terms and Conditions, and any applicable **ONATECH CARGO** national terms and conditions of carriage.

CHAPTER TWO: TRANSPORT DOCUMENTS

When the goods are taken over by the company, it issues to the customer, invoices for the vehicles to be shipped and bills of lading for the other packages for registration at destination.

The signature on the bill of lading may be handwritten, facsimile printed, perforated, stamped, in the form of a symbol or by any other mechanical or electronic means, if not inconsistent with the law of the country where the bill of lading is issued.

SECTION 4 Reliability of Information Furnished.

(a) Customer acknowledges that it is required to review all documents and statements prepared and/or filed with U.S. Customs and Border Protection, other governmental agency and/or third parties, and will immediately notify the Company of any errors, discrepancies, incorrect statements or omissions in any statement or other submission filed on behalf of Customer;

(b) In preparing and submitting customs entries, export declarations, applications, security deposits, documentation and/or export data, the Company relies on the accuracy of all documentation, whether in written or electronic form, and all information provided by the Client; The Client shall use reasonable diligence to ensure the accuracy of all such information and shall indemnify and hold harmless the Company from any and all claims and/or liability or losses suffered as a result of the Client's failure to disclose information or any incorrect, incomplete or untrue statement by the Client or its agent, representative or contractor upon which the Company has reasonably relied. The Client agrees that it has a non-delegable affirmative duty to disclose any information required to import, export or enter the goods.

SECTION 5: Declaration of Appreciation to Third Parties.

Third parties to whom the goods are entrusted may limit their liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Client, who must agree to pay all related costs; in the absence of written instructions or in the event of refusal by the third party to accept a higher declared value, at the Company's discretion, the goods may be released to the third party, subject to the terms of the third party's limitations of liability and/or conditions of service.

SECTION 6 Insurance.

(a) Unless requested in writing and confirmed in writing to the Customer, the Company shall not be obligated to purchase insurance on behalf of the Customer; in any event, the Customer shall pay all premiums and costs associated with the purchase of the requested insurance.

However, for any customer sending a vehicle(s) for shipment, a deposit of \$1000 must be paid by the customer in advance, to secure the space in the container prior to shipment. In case of non-compliance with this clause, he loses 10% of the amount to be deposited.

The customer must also pay an extra \$150 for insurance coverage or damage.

(b) For all services provided by the Company, the Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make the corresponding payment, which request must be confirmed in writing by the Company prior to the provision of services for the covered transaction(s).

(c) In the absence of additional coverage under paragraph (b) above, the Company's liability shall be limited to the following:

SECTION 7. No Record-Keeping Obligations for Client.

Client acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended (19 USC §§ 1508 and 1509), Client has the obligation and is solely responsible for maintaining all records required under the customs and/or other laws and regulations of the United States; unless otherwise agreed in writing, Company shall only maintain such records as it is required to maintain under the laws and/or regulations, but shall not act as a "record keeper" or "record agent" for Client.

SECTION 8. Obtaining Binding Decisions, Filing Protests, etc.

Unless requested in writing by Client and agreed to in writing by Company, Company shall not be obligated to take any action prior to or after the release of Customs, including, but not limited to, obtaining binding rulings, serving liquidations, filing petition(s) and/or protests, etc.

SECTION 9. Preparation and Issue of Bills of Lading.

When the Company prepares and/or issues a Bill of Lading, it shall not be required to specify the number of pieces, packages and/or cartons, etc., therein, unless specifically requested in writing by the Customer or its agent and agreed to pay for same. The Company will rely on and use the weight of the shipment provided by the Customer.

CHAPTER THREE: RATES AND CHARGES

ARTICLE 10. Non-Binding Quotations.

Quotations for charges, duty rates, transportation charges, insurance premiums or other charges provided by the Company to the Customer are for information purposes only and are

subject to change without notice; no quotation shall be binding on the Company unless the Company agrees in writing to assume the handling or transportation of the shipment at a specific rate or amount stated in the quotation and payment terms are agreed upon between the Company and the Customer.

SECTION 11. Cash Advance.

All charges must be paid in advance by the Customer unless the Company agrees in writing to extend credit to the Customer. The extension of credit to a Customer in connection with a particular transaction shall not be deemed a waiver of this provision by the Company.

SECTION 12. Indemnification and Release of Liability.

Customer agrees to indemnify, defend and hold harmless Company from any and all claims and/or liabilities, fines, penalties and/or attorney's fees arising out of the import or export of Customer's goods and/or any conduct of Customer, including, but not limited to, inaccurate entry, export or security data provided by Customer or its agent or representative, that violates any federal, state and/or other law, and further agrees to indemnify and hold Company harmless from any and all liability, losses, damages, costs, claims, penalties, fines and/or expenses, including, but not limited to, reasonable attorneys' fees, that Company may incur, suffer or be required to pay as a result of such claims; in the event any claim, suit or proceeding is brought against the Company, the Company shall notify the Customer in writing, by mail, at its address on file with the Company.

SECTION 13. Cash on Delivery or Cash in Transit.

The Company will exercise due diligence with respect to written instructions for "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's checks and/or certified checks, letters of credit and similar payment documents and/or instructions for the collection of funds, but will have no responsibility if the bank or recipient refuses to pay the shipment.

SECTION 14. Collection Costs.

In any dispute involving money owed to the Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is lower, unless a lesser amount is accepted by the Company.

SECTION 15. General Lien and Right to Sell Customer's Property.

(a) The Company shall have a general and permanent lien on all property of the Customer which comes into the possession or control or deemed control of the Company, for amounts due to the Company with respect to the shipment on which the lien is asserted, one or more prior shipments and/or both;

(b) The Company shall notify the Customer in writing of its intention to exercise such lien, the exact amount of money due and owing, and any outstanding storage or other charges; the Customer shall notify all parties having an interest in its shipment(s) of the Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days after receipt of notice of lien, Customer deposits a demand money or letter of credit or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of the Company, securing payment of the amount due, plus any storage charges accrued or to be accrued, the Company shall have the right to sell such

shipment(s) at a public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Customer.

SECTION 16. Remuneration of Company.

The Company's compensation for its services shall be included in and in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and handle the goods, and such compensation shall exclude any brokerage, commission, dividend or other income received by the Company from carriers, insurers and others in connection with the shipment. With respect to ocean exports, the Company shall provide, upon request, a detailed breakdown of the components of all charges assessed and a true copy of each relevant document relating to such charges. In the event of a claim for collection or legal action against the Customer for amounts owed to the Company, the Customer shall, in the event of collection by the Company, pay the costs of collection and/or litigation, including reasonable attorney's fees.

CHAPTER FOUR: SHIPMENT IN TRANSIT

Shipper shall comply with all laws, customs and other governmental regulations in force in the governmental regulations in force in the countries of destination, origin, transit and overflight of the including provisions relating to the packaging, transportation or delivery of the Goods.

It shall furnish, with the shipment, all relevant information and deliver all documents required by such laws and regulations.

ARTICLE 17. Customs Formalities. Rental of partial or total space in the container

For the clients who rent the partial or total space of the company's container, for the shipment of the vehicles, the latter do not manage any customs duty. The container being in the name of the company, it is the company that manages all the customs procedures from the loading of the parcels or goods from the port of departure to the port of arrival (destination).

Insofar as the customer wishes to manage the customs duties at destination himself, he is required to inform ONATECH CARGO in advance, requesting the ownership of the container in his (the customer's) name, and pay onatech cargo only the shipping costs.

ARTICLE 18. Schedules, Routes, Duration of Shipment.

(a) The times shown on the shipping schedules or elsewhere are indicative and do not form part of the contract of carriage. The time of day for all shipments is 9:00 a.m. to 5:00 p.m.

(b) The route from the UNITED STATES (USA) for departure to CAMEROON for destination or other countries.

(c) The time allowed for the shipment of goods, packages, vehicles etc... from the place of departure to the place of arrival (destination) is, as regards transport by sea of two (07) weeks approximately. Remembering that, this time interval can be modified in less or more time, according to certain unforeseen events either related to COVID, or others...

ARTICLES 19. Deliveries.

(a) Notice of arrival. In the absence of other instructions, notice of arrival of the Goods or vehicle shall be sent to the consignee or to such other person as the Company may inform, as indicated in the shipping documents; such written notice may be given by any means. The Company shall not be liable for failure to receive such notice or for late receipt thereof.

(b) Place of Delivery. The consignee shall accept delivery and take possession of his package or goods, or vehicles or other property, etc., at the Company's premises as designated by the sender.

All packages are unloaded and deposited at destination in the premises and warehouses of the company for recovery of the customer.

However, home deliveries must be paid for in advance by the customer for home delivery.

ARTICLES 20. Time of withdrawal and penalties.

The customer has one week from the notification by the company of the arrival of his package or goods or vehicles or other at destination to take possession of his goods, after this week, the company considers this as a delay. Penalties for late pickup and any other damage, will be charged to the customer for this purpose.

However, the customer must before the arrival at destination of the vehicle (in the case of vehicles), pay the customs fees, after this period he will be penalized:

Case of parcels or goods or other shipped: the customer who exceeds one week without entering in possession of his due, whereas he was informed by the company for recovery, is summoned to pay 3500 frs/drs to the company for the expenses of guarding until the withdrawal.

Case of the dispatched vehicles: if the customer paid one month in advance the expenses of customs, but did not respect the times of one week of withdrawal of the vehicle, whereas it was informed of the arrival and the withdrawal, the company charges it to pay 10000frs/ day. In case, the customer has not paid the customs fees as agreed one month in advance before the arrival of the vehicle at destination, the company pre-finances by granting a loan from the bank to take the vehicle out to be reimbursed by the customer. The customer will therefore pay back in addition to the amount granted as a loan from the bank to settle his customs fees by the company, an interest of 35 percent included as interest on the customs fees pre-financed by the company.

ARTICLE 21. Express Shipping.

ONATECH CARGO also offers express shipping services and guarantees a delivery window of 2 to 4 weeks. Customers using this service understand that there is no absolute time of departure or arrival of goods between the day the agent receives the goods and the day they are available for pickup at destination. Therefore, all customers agree not to hold the agent responsible for an error in estimation and failure to meet a predetermined expectation within the 2-to-4-week time frame.

The agent does not accept responsibility for any damage and/or loss occurring during transit and customers understand that any shipment over \$250 must be insured according to the service charge schedule. All liability, whether of the agent or the carrier, is limited to a release value of \$0.25 per pound.

CHAPTER FIVE: COMPANY LIABILITY

The company undertakes to take the customer's effects from the place of departure and to convey them to their destination.

ARTICLE 22. - Duration of liability

a) In this Agreement the liability of the Company in respect of goods, packages, cars etc. shall cover the period during which the goods etc. are in its custody at the port of loading, during the carriage and at the port of discharge.

(b) For the purposes of paragraph 1 of this article, the goods shall be deemed to be in the custody of the consignor:

- From the time when he takes charge of them from the hands of:
- The shipper or a person acting on his behalf; or
- An authority or other third party to whom the goods are to be delivered for shipment in accordance with the laws and regulations applicable at the port of loading;
- Until the time of delivery:
- By delivering the goods to the consignee; or
- In cases where the consignee does not receive the goods from the shipper, by placing the goods at the disposal of the consignee in accordance with the contract or the laws or customs of the trade concerned applicable at the port of discharge; or
- By delivering the goods to a third party to whom they are to be delivered in accordance with the laws and regulations applicable at the port of discharge.

SECTION 23. - Basis of Liability

The Company shall be liable for loss resulting from loss of or damage to the goods and for delay in delivery, if the event which caused the loss, damage or delay took place while the goods were in its custody within the meaning of Article 4, unless it proves that it, its servants or agents took all steps that could reasonably be required to avoid the event and its consequences.

Delay in delivery occurs when the goods have not been delivered at the port of discharge provided for in the contract of carriage by sea within the period expressly agreed or, in the absence of such agreement, within the period which it would be reasonable to require of a diligent carrier having regard to the circumstances.

The claimant may treat the goods as lost if they have not been delivered as prescribed in article 4 within 7 consecutive days after the expiration of a delivery period in accordance with paragraph 4 of this article.

SECTION 24. Limitation of Liability.

The liability of the Agent for loss of or damage to the goods shall not exceed \$100.00 per package, and \$500.00 for the contracted authorized carrier or, in the case of goods of one cubic meter or more which are not shipped in packages (e.g., cars), the liability of the Agent for loss of or damage to the goods shall not exceed \$100.00 per package, In the case of goods of one cubic metre or more that are not shipped in packages (e.g., cars), the agent's liability shall not exceed \$250, and \$500 per unit of the carrier's usual cargo, unless the client has declared a higher value for the goods and has paid all additional liability surcharges on delivery of the goods to the agent. In all cases, liability for loss shall not exceed the lesser of the declared value and the applicable liability; and any partial loss or damage shall be adjusted pro rata based on the declared value. Declared value alone does not constitute and does not provide liability insurance for the cargo or shipment. The word "package" includes, but is not limited to, a container used to ship personal effects, household goods, a liquid tank or dry bulk container, a vehicle or van or

trailer, and cargo shipped on a skid, cradle, pallet or unit load, group or assembly. Liability for personal effects will be limited to a release value of \$0.25/lb.

Each customer acknowledges full understanding that all packages are grouped and consolidated into one complete container load for transportation. No package is to be moved individually, except prior to loading and after unloading, to be ready for delivery.

Neither Agent nor Carrier shall be liable for any loss or damage to any shipment or for any delay caused by act of God, public enemy, authority of law, or act or default of shipper. Except in the case of negligence of the agent, carrier or party in possession, the agent, carrier or party in possession shall not be liable for any loss, damage or delay resulting therefrom:

When the property is stopped and detained in transit at the request of the shipper, owner, or party entitled to make such request; or from any situation resulting from the carrier's waiting or the action of another merchant upon whom the progress of transportation or clearance at any point depends; or from any defect or vice in the property; or from riots or strikes. The burden of proving non-negligence shall be upon the Agent, the Carrier or the party in possession.

In all cases not prohibited by law, and only in the event that less than the actual value of said property has been declared in writing by the shipper or has been agreed in writing to be the released value of the property as determined by the classification or tariff upon which the service charge is based, such lesser value shall be the maximum amount which the customer may claim for loss or damage, whether or not such loss or damage results from negligence.

In the event said goods have a higher value than the value declared in writing by the shipper or agreed upon in writing as the released value of the goods, as determined by the classification or tariffs upon which the rate is based, the lower value declared by the shipper shall be the maximum amount the merchant may claim for loss or damage, whether or not such loss or damage results from negligence.

Service charges paid to the Agent are not refundable under any circumstances.

The Agent and no carrier shall carry or be responsible in any way for documents, currency or articles of extraordinary value, unless a special agreement to that effect and a stipulated value of the articles is endorsed by the Agent.

ARTICLE 25. No liability for selection or services of third parties and/or routes.

Unless the services are performed by persons or firms engaged pursuant to the express written instructions of the Client, the Company shall exercise reasonable care in its selection of third parties, or in the choice of means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; Company's notice that a particular person or firm has been selected to provide services in connection with the goods shall not be construed to mean that Company guarantees or represents that such person or firm will provide such services. Nor does the Company assume responsibility for any action and/or inaction of such third parties and/or its agent, nor shall the Company be liable for any delay or loss of any kind occurring while a shipment is in the custody or control of a third party or a third party's agent; all claims relating to the act of a third party shall be brought solely against such party and/or its agents; in connection with such claims, the Company shall reasonably cooperate with the Customer, who shall be responsible for any charges or costs incurred by the Company.

CHAPTER SIX: CLAIMS AND LEGAL ACTION

All claims must be accompanied by receipts where new items are involved and/or a clear description of the items (in the absence of receipts) that collectively represent the value of the claim. The Agent may, at its discretion, require the Customer to present proof of the declared value of any package, either by presentation of a receipt and other proof of substantiation of the value of said package, or by inspection of the contents of the package at the time the carrier takes possession of it or at the time the package is delivered.

In no event shall the Company be liable for consequential, indirect, incidental, legal or punitive damages, even if advised of the possibility of such damages, or for acts of third parties.

SECTION 26. Limitation of Actions.

(a) Unless subject to specific law or international convention, any claim against the Company for potential or actual loss must be made in writing and received by the Company within ninety (90) days of the event giving rise to the claim; failure to give timely notice to the Company shall be a complete defense to any suit or action brought by the Customer.

(b) All suits against the Company must be filed and properly served on the Company as follows:

- For claims arising out of marine transportation, within one (1) year from the date of loss;
- For claims arising out of air transportation, within two (2) years from the date of loss;
- For claims arising out of the preparation and/or submission of import entry(s), within seventy-five (75) days from the date of settlement of the entry(s);
- For any other claim of any kind, within two (2) years from the date of loss or damage.

SECTION 27. Governing Law. Consent to Jurisdiction and Venue.

These Terms of Service and the relationship between the parties shall be construed in accordance with applicable law without regard to conflict of law principles. Customer and Company agree that:

(a) ONATECH CARGO reserves the right to select the venue for any legal action arising out of or relating to the transportation or shipment under these Terms of Service and Customer agrees to accept such selection;

(b) agree that any action relating to the services provided by the Company shall be brought only in such courts of competent jurisdiction;

(c) further agree that any action to enforce a judgment may be brought in any jurisdiction.

SECTION 28. References to Containerized Transport.

Full Container Load (FCL) movements are subject to additional terms and conditions of sale. By understanding this fact, you agree to abide by the concepts, intentions and all other rules of these coordinated collective initiatives. Please use the following website for additional references regarding the shipment of goods by Cargo: <http://www.cargolaw.com/>.

SECTION 29. Precedence of Law

In the event that any of the terms and conditions contained or referred to in the shipment record or in these general conditions of shipment are contrary to mandatory legal provisions, regulations, decrees or government orders, they shall remain valid also in the terms and conditions of said document.

The nullity of one of these conditions will not affect the other conditions.

SECTION 30. Modification

No modification or amendment except in writing. These terms and conditions of service may be modified, altered or amended only by a writing signed by the Client and the Company; any attempt to modify, alter or amend them unilaterally shall be null and void.

Severability. In the event that any paragraph(s) and/or portion(s) hereof shall be held invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. The Company's decision to waive any provision hereof, whether by its conduct or otherwise, shall not be deemed a further or continuing waiver of such provision or a waiver or invalidation of any other provision hereof.

All sections of these terms and conditions of service shall be effective to the fullest extent of the interpretation relevant and applicable to the performance of this service, and it shall be the responsibility of the customer to understand and comply with such terms.

Date

**For the Customer
Read and approved
Consignee**

**For ONATECH CARGO
Read and approved
Shipper**