

TERMS AND CONDITIONS TO OCEANAIR HOUSE AIRWAY BILL (DOMESTIC AND INTERNATIONAL)

1. Acceptance and Incorporation of Terms and Conditions. By tendering to OCEANAIR, INC. (the "Forwarder") the goods referred to on the reverse side, the Shipper (which term includes the party tendering the goods to the Forwarder, requesting the Forwarder's service and/or any agent of the foregoing as well as the consignee, consignor and owner of the goods) agrees to these Terms and Conditions which are incorporated in and made a part of the Forwarder's House Airway Bill. The Shipper agrees to undertake to advise all other persons and/or entities having or claiming an interest in the goods of these Terms and Conditions.

2. Entire Agreement. These Terms and Conditions constitute the entire agreement between the Shipper and Forwarder regarding the transportation of the goods tendered to the Forwarder hereunder and they may not be modified, amended or altered in any way and supersede any prior agreements, understandings, undertakings or representations of the parties concerning the subject matter hereof.

3. Non-Negotiable Document; Accuracy of Information. The shipping document of which these Terms and Conditions are a part is non-negotiable and is based upon information and instructions provided by the Shipper electronically or in writing. The Shipper represents and warrants to Forwarder that the information provided by it and as set forth on the reverse side is complete and accurate and the Forwarder shall have no liability for any loss or damage resulting, directly or indirectly from incomplete or incorrect information provided by the Shipper. The Shipper agrees to indemnify and hold Forwarder harmless from and against any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or provision of any incorrect or false statements upon which the Forwarder reasonably relied.

4. Primacy of Forwarder's Terms and Conditions. If the goods are tendered to Forwarder on a straight bill of lading or any other shipping document ("Non-Forwarder Shipping Document"), then these Terms and Conditions will supersede and take precedence over the terms contained in such Non-Forwarder Shipping Document. Moreover, if there is any conflict between any provision of such Non-Forwarder Shipping Document and these Terms and Conditions, then these Terms and Conditions shall govern the parties' relationship and the transportation of the goods.

5. Packaging and Hazardous Materials. Shipper warrants represents that each package or container of goods which is part of the shipment is (i) properly and completely described herein, (ii) properly marked and addressed and (iii) packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care in handling, and except as noted herein, is in good order and condition. All Hazardous Materials, as defined by applicable federal regulations, will be (i) properly packaged, marked, labeled and documented by a person retained and designated by the Shipper and qualified under DOT/ICAO/IMO regulations and (ii) tendered to Forwarder in a "ready for carriage" condition.

6. Delivery and Delivery Receipts. At delivery, the consignee shall note on the delivery receipt, bill of lading or other shipping document tendered to the consignee at the time of delivery ("Delivery Receipt") any exceptions for loss or damage to the goods. If the goods are delivered and no exception or notation evidencing loss or damage of or to the goods is made on the Delivery Receipt, then such shall be *prima facie* evidence that the goods were handled with reasonable care and delivered in good order and condition. The consignee may not inspect the contents of any shipping containers until the consignee signs for the shipment on the Delivery Receipt. Notations made on the Delivery Receipt such as "subject to inspection" and "subject to recount" shall not be binding upon the Forwarder.

7. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE FORWARDER MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES. THE COMPANY SHALL ONLY BE LIABLE FOR ITS NEGLIGENT ACTS, WHICH ARE THE DIRECT AND PROXIMATE RESULT OF ANY INJURY TO THE SHIPPER, INCLUDING LOSS OR DAMAGE TO SHIPPER'S GOODS, AND THE FORWARDER IN NO EVENT SHALL BE LIABLE FOR THE ACTS OF THIRD PARTIES. THE LIMITATIONS OF FORWARDER'S LIABILITY ARE AS SET FORTH IN PARAGRAPH 8, BELOW.

8. Limitation of Liability; Insurance. Unless requested in writing by the Shipper and confirmed in writing by the Forwarder, the Forwarder is under no obligation to procure insurance on behalf of the Shipper and, if such insurance is procured, then the Shipper shall pay all costs and premiums in connection with procuring the requested insurance. In connection with the services provided pursuant to this shipping document, the Shipper may elect to obtain additional liability coverage up to the actual or declared value of the goods, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed by the Forwarder in writing. In the absence of this additional coverage and inapplicability of Warsaw

Convention, the Forwarder's liability shall be limited to the following: (i) for claims related to customs brokerage \$50.00 per shipment or transaction; (ii) for claims arising from the Forwarder's warehousing, fulfillment and/or consolidation services at its premises, leased or owned, \$.50/pound for goods lost or damaged and (iii) for claims arising from Forwarder's Customs business, \$50.00 per entry or the amount of the brokerage fees paid Forwarder for the entry, whichever is less. For international shipment where carriage involves an ultimate destination or stop in a country other than the country of departure, all rules of the Warsaw Convention, including the limitations of liability, shall be applicable to the services provided by the Forwarder pursuant to this shipping document including with respect of loss, damage or delay to cargo. Forwarder's aggregate liability for losses of any type or nature at any one time at any one place is limited to \$1,000,000.00; provided, however, that this limitation shall not be deemed to broaden Forwarder's liability under subparagraphs 8(i), 8(ii) or 8(iii). **IN NO EVENT SHALL THE FORWARDER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR LOSS OF MARKET, WHETHER OR NOT FORWARDER HAD NOTICE OR KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.**

9. Timing of Services; No Guarantee. The Forwarder undertakes to complete the carriage hereunder with reasonable dispatch; provided, however, due to the inherent nature of the transportation business, Forwarder does not guarantee pick up, transportation or delivery by a specific date or time, nor shall Forwarder be liable for the consequences of its failure to do so.

10. Overcharge; Claims for Loss or Damage. Forwarder must receive overcharge claims in writing within 120 days after date of tender of the goods to Forwarder. Written notification of other claims, including claims for loss or damage (except concealed loss/damage claims) must be received in writing by Forwarder within 30 days after date of tender of the goods to Forwarder. Claims for concealed loss or damage claims must be received in writing by the Forwarder within 10 days after delivery of the goods; provided, however, that if the goods are perishable, then the Shipper also must provide verbal notification of the loss or damage within 48 hours of delivery. Forwarder must be allowed the privilege to make inspection of the shipment and the container(s) and packaging material(s) at place of delivery. The Forwarder shall not be required to respond to claims unless and until all fees and charges for the services provided hereunder ("Transportation Charges") have been paid in full. The Shipper may not set off or deduct the amount of claims from the Transportation Charges due the Forwarder or any carrier retained by the Forwarder to provide services to the Shipper. Legal actions to recover upon any claim properly submitted to the Forwarder must be filed within one year after Forwarder has denied the claim, in whole or in part, in writing.

11. Partial Loss. In cases of loss of or damage to a part of a shipment, the weight to be taken in account in determining the Forwarder's limit of liability shall be the weight of the package or packages lost or damaged. Where the Forwarder's liability is based upon the weight of the goods, the actual weight of the goods as reflected on this shipping document shall control.

12. Failure or Refusal of Delivery. If the consignee fails or refuses to take delivery of the shipment, then the Forwarder will notify Shipper in writing at the address shown on the shipping document and request disposition instructions. If the Shipper fails to provide disposition instructions within 30 days after the date of Forwarder's notice, Forwarder will return shipment to the Shipper at the Shipper's expense. If the Shipper fails to accept delivery of a shipment thus returned, Forwarder may, upon 30 days written notice to the Shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation and storage charges owing on the shipment. Any sums collected by Forwarder in excess of such transportation and storage charges will be paid to the Shipper. No sale or disposal pursuant to this paragraph will discharge any liability or lien to any greater extent than the proceeds thereof. The Shipper and the consignee shall remain liable, jointly and severally, for any deficiency.

13. Force Majeure. Forwarder shall not be liable for any loss, damage or delay caused, in whole or in part, by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; the inherent vice or nature of the goods or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the Shipper or consignee for failure to observe these Terms and Conditions, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions.

14. Substitute Service. Forwarder shall have the right to (i) substitute alternate carriers or other means of transportation and (ii) select the routing or deviate from that shown on the face hereof and is so authorized by the Shipper.

15. Inspection. Subject to Transportation Security Administration regulations this shipment is subject to inspection by Forwarder.

16. Remedy Upon Default; Lien. The Shipper and the consignee shall be liable jointly and severally for all unpaid charges, fees and costs payable on account of this shipment pursuant to these Terms and Conditions and to pay or indemnify Forwarder for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to Shipper, etc.) or other sums which may be incurred by Forwarder by reason of any violation of these Terms and Conditions or any other default of the Shipper, the consignee or their agents. Forwarder shall have a general and continuing lien on any and all goods of the Shipper for failure to pay charges payable on account of this shipment or any other shipment. Forwarder shall provide written notice to the Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges. Forwarder shall provide notice to all parties it reasonably believes has an interest in the goods of the Forwarder's exercise of such lien. If, within Thirty (30) days of receiving notice of lien, the Shipper posts cash or an irrevocable 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 Forwarder, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, the Forwarder shall have the right to sell the goods at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Shipper.

17. Hold Harmless; Indemnity. Shipper shall hold Forwarder and its officers, directors and employees harmless and shall indemnify Forwarder from and against any and all losses, damages, claims, liabilities, costs and/or expenses (including reasonable attorney fees) which are, directly or indirectly, the result of (i) any duties, fines, penalties, liquidated damages or other money due arising from the shipment of the goods; (ii) any proceedings, legal or otherwise, commenced against the Forwarder by any third party relating in any way to the handling and/or shipment of the goods, including but not limited to claims for personal injury (including death) or damage to property or (iii) auxiliary services including but not limited to local cartage, crating, uncrating, packing, and unpacking which are requested by the Shipper or consignee and arranged by Forwarder unless such services are actually performed by Forwarder or its agents. Auxiliary services are those that are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by Forwarder. Providers of auxiliary services are contractors for the Shipper or consignee and are not agents for Forwarder. The Forwarder shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in the custody, possession or control of this parties selected by Forwarder to forward, enter, clear, transport or render other services with respect to the goods.

18. If Forwarder (i) commences legal proceedings to (x) enforce any right it may have or obligation or duty Shipper may have pursuant to these Terms and Conditions or (y) collect any sums due and payable to it hereunder (ii) successfully defend itself in any legal proceeding brought by any party with an interest in this shipment, then Forwarder shall be entitled to recover its reasonable attorney fees and costs. Forwarder shall be entitled to reasonable attorney fees and costs. Notwithstanding the foregoing, any disputed claim for loss or damage to goods not greater than \$15,000.00 shall be settled through binding arbitration submitted to the Transportation Arbitration Board or the American Arbitration Association under its cargo claim arbitration program.

19. Security Controls; retention of records. Cargo items tendered for air transportation are subject to aviation security controls by the government. Copies of all relevant shipping documents showing the cargo's consignee, description, and other relevant data will be retained on file until the cargo completes its air transportation. Copies of all transportation and shipping documents will be available for government inspection upon request.

20. Governing Law. These Terms and Conditions and the relationship of the parties shall be construed in accordance with the laws of the Commonwealth of Massachusetts without giving consideration to the principals of conflict of laws. The parties irrevocably consent to the exclusive jurisdiction of the United States District Court and the State courts of Massachusetts and that any action relating to the services of the Forwarder only shall be brought in such courts. The parties further consent to personal jurisdiction in such courts and agree that actions to enforce any judgment may be instituted in any jurisdiction.