



## RATE QUOTATION

### *Terms and Conditions*

“Carrier” means Oceanex Inc. and the definitions provided for in the Carrier’s Combined Transportation Way Bill (“Way Bill” or “CTWB”) apply here.

1. By tendering Goods to the Carrier for Carriage, the Merchant warrants that it acts on his own behalf and as authorized agent for any Person having a present or future interest in the Goods.
2. The Carriage of Goods in furtherance of this Rate Quotation is also governed by the terms and conditions of the Carrier’s Way Bill and General Tariff. A copy of these terms and conditions is available upon request and may also be consulted on the Carrier’s website at [www.oceanex.com](http://www.oceanex.com).
3. The aforesaid terms and conditions shall supersede and prevail over any terms or conditions stipulated in any way bill, bill of lading, shipping document or other receipt issued by or for the Merchant. Any other shipping form or contract used by the Merchant shall be subordinated and superseded by the Terms of the Way Bill. In the event of a conflict, the Way Bill shall prevail. Merchant hereby agrees that any such other form or contract shall be deemed to state that it is “*subject to the Terms of Oceanex’s CTWB which shall supersede and prevail over this document*”.
4. The Merchant hereby agrees to indemnify the Carrier as against the consequences of any term at variance with these presents in any other document of transport, receipt, way bill, bill of lading, or verbal or written agreement or contract entered into by the Merchant unless same has been signed by a corporate officer or director of the Carrier.
5. In case of inconsistency between the applicable Rate Quotation and the General Tariff, the terms of the Rate Quotation shall prevail. In case of inconsistency between the applicable Rate Quotation, the General Tariff and/ or the Way Bill, the terms and conditions of the Way Bill shall prevail.
6. The Merchant’s responsibilities with respect to the declaration and consequences of shipping dangerous Goods and with respect to the description, count, weight, dimensions, packaging, loading, stowage and securing of the Goods to be carried are set out in the Way Bill’s terms and conditions.
7. Subject to the terms and conditions of the CTWB, the total compensation in case of loss or damage to the Goods shall under no circumstances whatsoever and howsoever arising exceed either (i) the lesser of the actual value of Goods lost or damaged as proved, or (ii) the applicable amount calculated and determined by reference to the applicable circumstance outlined in Article 5 or Article 6 of the CTWB.
8. All rates quoted overleaf do not include any of the applicable sales taxes (such as GST, HST or QST) and are subject to change after thirty (30) days from the date of this Rate Quotation. All rates are subject to a fuel surcharge published weekly on the Carrier’s website: [www.oceanex.com](http://www.oceanex.com).
9. All rates offered by the Carrier to the Merchant or accepted by a Merchant after April 8, 2021 pursuant to the applicable Rate Quotation, will be subject to the following term and condition: namely, that the Carrier acting in its sole discretion, may (as indicated in the same) decide by giving thirty (30) days’ notice in writing to the Merchant to cancel any, some or all of the rates set out therein, and to not provide the related transportation services related to the indicated rates. Where such written notice is given, the indicated rates will cease to be in effect and the obligation of the Carrier to provide transportation services related to Goods referenced in the indicated rates will cease to be in effect thirty (30) days after such notice of such cancellation is given by email, facsimile or written notice by the Carrier to the Merchant unless the Carrier, acting in its sole discretion, decides to offer the Merchant and the Merchant decides to accept a new rate or new rates in respect of the rates concerned. This term and condition will not apply in or to any circumstance where the Merchant and the Carrier have an existing in force separate written agreement in place that precludes such cancellation or where Rate Quotation issued by the Carrier to the Merchant states that “Clause 9 of the Rate Quotation Terms and Conditions as found on line at [www.oceanex.com](http://www.oceanex.com) shall not apply to this Rate Quotation.”
10. If requested in writing, protection of the Goods against freezing may be provided and will be charged as per Carrier’s General Tariff.
11. All Freight and other charges are to be paid immediately, without any set-off nor any deduction whatsoever upon receipt of the Goods by the Carrier for shipment unless credit terms have been agreed to in writing.
12. Any outstanding amount owed to the Carrier beyond the agreed credit terms, if any, shall bear interest at the rate of 2% per month, compounded monthly, from the date of each invoice.
13. Free time allowance as well as detention charges, demurrage and other charges for the positioning or return of Containers of the Carrier are as per the Carrier’s General Tariff.
14. Where rates in an applicable Rate Quotation are based on the Merchant’s and the Carrier’s agreement that the Merchant will either, cause a certain volume or amount of Goods to be made available to the Carrier over an identified period of time, or, exclusively use the transportation services of the Carrier to transport Goods, and the Merchant fails to do so, the Carrier may on seven (7) days’ notice to the Merchant cancel those rates and the applicable Rate Quotation, ending the Carrier’s agreement with the Merchant to carry the Goods concerned, or if the Carrier chooses to do so, offer the Merchant new or revised rates by issuing a new or revised Rate Quotation for the Goods concerned.
15. The present Rate Quotation cancels all previous rates quoted unless stated otherwise.