



Refresh Global Logistics

Ocean Freight Terms and Conditions

These Sea Freight Terms and Conditions ("Terms") represent a binding contract between Refresh Global Logistics LLC ("Company") and the party requesting services ("Customer"). These Terms apply to all ocean freight services provided by the Company, including related services such as drayage, customs clearance, warehousing, and inland transportation. If other transport documents issued by the Company contain additional or conflicting terms, those specific provisions will govern only to the extent of the direct conflict with these Terms.

Definitions

- **Company** refers to Refresh Global Logistics LLC, its agents, employees, and affiliates.
- **Customer** means any person, firm, or corporation for whom the Company arranges transportation or provides services.
- **Carrier** means any actual carrier of the goods, whether by ocean, road, rail, or air.
- **Cargo** means the goods, merchandise, and articles of every kind that are the subject of services provided by the Company.
- **Bill of Lading** refers to the transport document issued by or on behalf of the carrier evidencing the receipt of cargo and the contract of carriage.

Application and Scope

These Terms and Conditions shall apply to all services provided by the Company, including but not limited to ocean freight forwarding, consolidation, deconsolidation, warehousing, customs brokerage (if applicable), and any other logistics services rendered. These terms govern all interactions between the Company and the Customer unless a separate written agreement is executed.

Services Provided

The Company acts as a Non-Vessel Operating Common Carrier (NVOCC) and/or Ocean Transportation Intermediary (OTI), arranging for the transportation of cargo with underlying carriers. The Company may issue its own house bill of lading or act as an agent for other carriers or intermediaries. All services are provided with reasonable care, but the Company does not guarantee any delivery dates or transit times unless explicitly stated in writing.

Quotations and Charges

All quotations are valid for 15 calendar days unless otherwise stated and are based on rates, tariffs, fuel surcharges, currency exchange rates, and other cost elements prevailing at the time of quotation. The Company reserves the right to revise quotations or charge additional fees in the event of changes in these cost elements. Unless otherwise stated, all charges are due upon receipt of invoice and must be paid in full, without offset or deduction.

Booking and Cargo Acceptance

All bookings must be confirmed in writing. Cargo is accepted for transport only upon written confirmation and subject to space availability. The Company reserves the right to refuse any cargo that is improperly packed, labeled, documented, or which may pose a risk to other cargo or persons. Any late delivery or non-delivery to the designated loading point may result in additional fees, including missed vessel charges and storage costs.

Carrier and Route Selection

The Company reserves the right to select the carriers, routes, modes, and means of transportation as it deems appropriate, unless explicitly instructed otherwise in writing by the Customer. Routing and scheduling are subject to change without notice due to operational, regulatory, or other unforeseen circumstances. The Company is not responsible for delays or rerouting caused by carriers or third-party vendors.

**Documentation and Customs Compliance**

The Customer is solely responsible for providing accurate and complete shipping instructions, commercial invoices, packing lists, and any other required documentation. The Company shall not be liable for delays or penalties resulting from incomplete, incorrect, or delayed documents provided by the Customer. If engaged to process customs clearance, the Company will do so in good faith but assumes no liability for penalties, seizures, or fines imposed by authorities.

Packaging and Marking

All cargo must be packed by the Customer in a manner suitable for ocean transportation and capable of withstanding handling, stacking, and moisture. Each package must be clearly marked with appropriate identification and handling instructions. The Company shall not be liable for loss or damage caused by inadequate or improper packaging, or for failure to comply with applicable packaging regulations.

Dangerous Goods and Restricted Cargo

The Customer must disclose all cargo that is classified as hazardous under applicable laws and regulations, including but not limited to IMDG Code requirements. Prior written approval from the Company is required before booking such cargo. The Customer is responsible for all compliance, documentation, and labeling for dangerous goods. Failure to disclose hazardous cargo may result in fines, confiscation, or destruction, and the Customer shall indemnify the Company for all related costs and damages.

Lien and Right of Disposal

The Company shall have a general and particular lien on all cargo and documents for all freight, demurrage, detention, storage, charges, duties, taxes, and other amounts due. If such amounts remain unpaid for 30 days, the Company may, at its sole discretion and upon notice, sell or dispose of the cargo and apply the proceeds to the outstanding balance. Any surplus shall be returned to the Customer, and any deficiency shall remain due from the Customer.

Delivery, Storage, and Demurrage

The Company is not responsible for delays in delivery due to port congestion, customs inspections, weather, strikes, equipment shortages, or carrier scheduling. Storage, demurrage, and detention charges incurred at ports, warehouses, or terminals are for the Customer's account. The Customer shall ensure prompt pick-up or delivery arrangements to minimize such costs.

Insurance

The Company does not provide cargo insurance unless specifically requested in writing and confirmed by issuance of an insurance certificate. The Company assumes no liability for loss or damage to uninsured cargo. All insurance is subject to the terms and conditions of the insurance provider. The Customer is strongly encouraged to obtain appropriate cargo insurance for the full value of the goods.

Liability and Limitations

Unless otherwise required by applicable law or international convention, the Company's liability is limited to \$500 per package or customary freight unit under the U.S. Carriage of Goods by Sea Act (COGSA). In the absence of a package or customary freight unit, the Company's total liability shall not exceed the freight amount paid. The Company shall not be liable for indirect, consequential, or punitive damages, including loss of profits, market, or business.

**Force Majeure**

The Company shall not be liable for failure to perform or delays in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, strikes, government actions, pandemic-related restrictions, or cyberattacks. In such cases, performance is suspended until the impediment ceases.

Claims and Time Bar

All claims for loss, damage, or delay must be submitted in writing within 30 days of delivery or expected delivery date. Legal proceedings must be commenced within one (1) year from the date of delivery or the date the cargo should have been delivered, in accordance with COGSA. Failure to comply with these requirements shall bar any claim or action.

Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the state or federal courts located in Knox County, Tennessee.

Miscellaneous Provisions

No modification or waiver of these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of the Company. If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect. The headings used herein are for convenience only and shall not affect the interpretation of these Terms.