

Host at Tradepoint, LLC
Terms and Conditions
January 2, 2018

1. PARTIES

It is expressly understood and agreed that Host at Tradepoint, LLC ("Host") includes all directors, officers, employees, agents, representatives and other third parties acting on Host's behalf including, without limitation, associated or affiliated companies and sub – contractors of Host. It is further expressly understood and agreed that Vessel owner, Vessel charterer, Vessel operator, shipper, receiver, consignee, or any owner of the Cargo can each be referred to as "Customer".

2. APPLICATION

These General Terms and Conditions apply to all operations of Host, irrespective of their nature, regardless of whether such operations would be considered stevedoring, terminal or warehouse operations under any common understanding or trade usage of that term and regardless of whether any charge is made or paid for such operations. In the absence of any other valid written Agreement between Customer and Host to the contrary, all these Terms and Conditions as contained herein, shall be deemed accepted by and binding upon the Customer provided the services have been requested.

3. PAYMENT

Payment is due in full within 15 days of the invoice date. All late payments shall bear interest at the lesser of the rate of 10 percent per month or the highest rate permissible under applicable law. Customer is not allowed to withhold amounts due to Host on account of a dispute or claim. Questions regarding the validity of any invoice from Host Terminals, Inc. must be submitted to Host Terminals, Inc. in writing within ten (10) days of presentation, after which such invoice shall be deemed accurate, valid. The Customer shall be liable for all reasonable costs, including attorneys' fees, in connection with Host's collection of unpaid invoices.

4. LIMITED LIABILITY

Host assumes no liability for any loss of damage to cargo handled, stored, or transhipped through its facility caused by Host beyond the reasonable care of duty obligations. Host has no liability for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of duty of care, regardless of (a) whether such damages were foreseeable, (b) whether it was advised of the possibility of such damages and (c) the legal or equitable theory upon which the claim is based. There are no guarantees or warranties of any kind, express or implied, whether arising by operation of law or otherwise. Host's aggregate liability arising out of any breach of duty of care is limited so as not to exceed 5% of the total of the amounts paid to Host by the Customer for all transactions subject to these terms and conditions. Host shall not be responsible for any demurrage or any loss in the nature of or in lieu of demurrage unless otherwise agreed upon. Any and all claims made by Customer shall be in writing to Host within 30 days of discovery of Customer's first knowledge of the existence of a claim. Any eventual claim proceedings must be commenced within six (6) months of discovery of any knowledge of claim by the Customer.

5. HIMALYA CLAUSE

Customer warrants and agrees that any contracts of affreightment or contracts of carriage, as may be evidenced by Customer's or the actual Carrier's standard bill of lading under which cargo is carried aboard a Vessel to which Host provides services pursuant to this Agreement, shall declare Host, its agents, employees and contractors as express beneficiaries of all rights, immunities and limitation of liability provisions contained in said bill of lading and, further, shall expressly extend to Host, its agents, employees and contractors, any and all defenses and exemptions or limitations of liability to which the Customer is entitled, including but not limited to, the Five Hundred US Dollars (\$500) package limitation set forth in the Carriage of Goods by Sea Act of the U.S. (COGSA). Under no circumstances shall Host be liable for any loss of, or damage to, cargo in excess of that of Customer or the actual Carrier of the cargo, and Customer agrees to hold harmless, defend and indemnify Host from and against any and all liability for such damage to, or loss of, cargo in excess of that of Customer or the actual Carrier of the cargo. Whenever the customary rights, immunities and/or liability limitations are waived or omitted by the Customer, as in the case of ad valorem cargo, the Customer agrees to include Host as an assured party under its insurance protections and ensure that Host is indemnified against any resultant increase in liability.

6. CONDITION OF CARGO

If the condition of the Customer's Cargo is other than in customary good order, or if the Customer's Cargo is damaged including but not limited to water, fire, oil, etc., or if Host is called upon to handle the Cargo in distressed conditions, then the stipulated rates will not apply and additional charges will be assessed and charged.

7. HAZARDOUS CARGO

Host will only accept to handle any dangerous, hazardous, flammable or explosive (collectively described herein as, "Hazardous Cargo"), if pre – approved by Host and if the manifest with Hazardous Cargo declared on it is provided to Host in advance.

8. LIEN RIGHTS

Upon the Customer's default, Host shall have all applicable statutory, common law and contractual liens ("Liens") and/or cargo retention as a possessory lien on all of the Customer's Cargo in Host possession and/or control at any time for all charges on not only goods stored under any holding certificate or warehouse receipt but on all other goods held for and on behalf of the Customer, for any and all charges set forth herein for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due from Customer and in enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Customer's Cargo under any bailment, receipt or other document issued by Host and any contract preliminary hereto and any sums owed to Host by the person responsible for the account of Customer's Cargo or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (all such charges, fees and costs collectively the "Charges and Costs"), and may hold the Cargo until all such charges and costs are fully settled. If the Customer's Cargo is transferred from one party to another, and should the charges relating to such Cargo not be paid in full on the date of such transfer, the lien for such charges shall attach to the Customer's Cargo retained by the transferor and to Customer's Cargo transferred to any transferee.

9. INSURANCE

Host does not provide and shall not be obliged to take out, any insurance coverage on the Cargo for any risks whatsoever. Cargo insurance is the obligation of the Customer to insure against loss or damage however caused. Host rates and charges assessed do not include any cargo insurance coverage. Host shall maintain and include in the rates quoted: Workers Compensation insurance as required by law for all employees, agents and subcontractors; and, Employer's Liability This coverage includes U.S. Longshore and Harbor Workers Compensation Act. Commercial General Liability insurance, including Stevedores Legal Liability, Terminal Operators Legal Liability, and Wharfingers Legal Liability.

10. VESSEL WARRANTIES

Customer warrants the seaworthiness of each Vessel to which Host provides services, including the vessel's equipment, gear, machinery and appurtenances, and Customer warrants that the Vessel is compliant, and in accordance with its respective Classification society rules, regulations and certificates, and Customer warrants safe access on and off the Vessel for Host. Prior to the commencement of cargo operations, Customer shall provide upon request all valid registers and certificates applicable to all gear and equipment expected to be used during cargo operations.

11. LIABILITY FOR DAMAGE TO VESSELS

Host's liability for loss of or damage to any Vessel, its equipment, gear, machinery, or appurtenances shall be limited solely to such loss or damage caused by Host.

As a condition precedent to recovery by Customer for any loss of or damage to any Vessel, its equipment, gear, machinery, or appurtenances, Customer shall, prior to the departure of the Vessel from the cargo berth, notify Host in writing of any and all damage(s) to the Vessel caused in whole or in part by Host. Host's liability for any such Vessel damage shall be limited to physical damage only, in proportionate share of Host's comparative fault.

12. BERTH

Host does not guarantee that the necessary berth will be available on arrival of a Vessel. Host will not be responsible for any loss of time, demurrage or shifting expenses resulting therefrom.

13. STANDBY

Labor Standby Charges will be applicable when labor is employed and unable to work beyond the control of Host, such as, but not limited to; weather, vessel or truck delays.

14. DEMURRAGE

Host shall not be responsible for any demurrage or any loss in the nature of or in lieu of demurrage unless otherwise agreed to in writing.

15. FORCE MAJEURE

Any delay in performance of services shall not be considered a breach of these Terms and Conditions, and the time required for performance of such services shall be extended equal to the period of such delay; provided that the delay is caused by or results from acts beyond the Host's reasonable control, including the following force majeure events (each a "Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of applicable government order or law; (e) actions, embargoes or blockades in effect on or after the date of delivery of Customer's cargo to Host; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, inability to obtain qualified labor or other labor difficulties; (i) shortage of adequate power or transportation facilities; (j) equipment failures; and (k) other events beyond the control of Host. Host will notify the Customer of such event and exercise all commercially reasonable efforts to eliminate the disabling effects of such event as soon as and to the extent reasonably practicable.

16. INDEMNIFICATION

Customer shall indemnify, defend, and hold Host harmless from and against any and all liability, fines, suits, claims, injuries, damages, losses, and actions of every kind and nature whatsoever, and all costs associated therewith (including, without limitation, attorney's fees), by reason of, or arising from, in whole or in part, Customer's breach of any of the aforementioned warranties set forth in these Terms and Conditions.

17. COMPLIANCE WITH LAWS

Customer and Host agree to perform its activities and obligations hereunder in compliance with all applicable laws, rules and regulations.

18. APPLICABLE LAW

These Terms and Conditions are governed by, and construed in accordance with substantive laws of the State of Maryland, United States of America, without regard to the conflict of law provisions thereof. Host and Customer irrevocably consent to and submit to the exclusive jurisdiction and venue of the state and federal courts located in Maryland and both Host and Customer waives any and all objection or defense based on lack of personal jurisdiction, improper venue, or forum non conveniens.

19. CONFIDENTIALITY

Customer and Host Customer agree to maintain confidentiality of information contained in or related to rates, terms and service agreements.