

Oceanic Consulting Corporation –Terms and Conditions

1. **Acceptance:** This order becomes a binding contract when accepted by Seller acknowledgement or upon any performance based upon the following terms and conditions as well as those set forth on a face of this Order and any attachments to this Order submitted by Buyer. Revisions to this order shall be in writing and signed by an authorized representative of Buyer. No Condition set forth by Seller in accepting or acknowledging this order shall be binding upon Buyer if inconsistent with or in addition to these terms and conditions unless expressly accepted by Buyer in writing.
2. **Payment:** Payment will be made within 30 days after receipt and acceptance of goods or completion and acceptance of services. If discounts are offered, Buyer shall have the option to pay invoices according to discount terms. Discount prices, if applicable, will be computed from the date of delivery of goods ordered or the date of receipt of acceptable invoices or after the resolution of any dispute to render payment, whichever is later. Invoices shall be mailed to Buyer.
3. **Packing and Shipping:** No charges will be allowed for packing, drayage or storage unless specified in this Order. Seller shall pack or otherwise prepare all articles for shipment so as to secure the lowest transportation rates consistent with timely delivery, meet carrier's requirements and safeguard against damage from weather and transportation. Seller shall mark the number of this Order on air containers, packing slips, bills of lading and invoices and enclose a packing slip with each shipment. When multiple packages comprise a single shipment, each package shall also be consecutively numbered. On the date shipment is made, Seller mail to Buyer the invoice, shipping documents and a copy of the packing slip.
4. **Delivery:** Time is of the essence in the performance of the Order. Delivery shall be made in the quantities, to the location and on the delivery dates(s) specified by Buyer on the face hereof at Sellers expense. Seller agrees that it shall at its expense exert every reasonable effort, including the application of overtime, necessary to meet the agreed delivery dates. Seller agrees to notify the Buyer immediately if it appears that the delivery schedule set forth herein may not be met. Such notification shall include the reasons for anticipated delays, steps being taken by Seller to remedy any such delays, and a proposed revised delivery date.
5. **Risk of Loss & Destruction of Goods:** Seller assumes all risk of loss until receipt by Buyer. Title to the Goods shall pass to Buyer upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to Buyer, Buyer may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Buyer shall have the right to require delivery of the Goods not destroyed.
6. **Warranty:** Seller warrants that the goods describes in this Order shall be free from defects and of good design, workmanship and materials, the services request in this Order shall be performed in a good and workmanlike manner, and the goods and services called for by this Order shall strictly conform to applicable specifications, drawings and approved samples, if any, including performance specifications. These warranties shall be in addition to any other warranties, express implied and statutory. Seller expressly warrants that all goods covered by this Order which are manufactured by Seller or which are manufactured by others in accordance with Seller's specifications will be fit and sufficient for the purposes intended by Buyer. All warranties shall survive inspection, acceptance and final payment by Buyer and shall run to Buyer and subsequent purchasers of the goods or end products of which they are a party. Seller agrees to save, defend, indemnify, and hold Buyer and such purchasers harmless from all liability, loss, cost and expenses, including all court costs, expert witness fees, investigative costs and attorney's fees, resulting from any breach of any or all such warranties. Notice of breach shall be deemed sufficient if given within 90 days after discovery thereof by Buyer.
7. **Indemnification:** Seller shall save, indemnify, defend and hold Buyer harmless from and against any and all actions, obligations, claims, demands, losses, damages liabilities, awards, costs and expenses (including all court costs, expert witness fees, investigative costs and attorney's fees), resulting from death, disease or injury to any person or damage to any property or the environment, arising out of, in conjunction with or related in any way to the goods, work, or services acquired or purchased by, provided to, or performed for Buyer hereunder, whether used by Buyer or by customers of Buyer or incorporated into goods sold by Buyer. **SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, OBLIGATIONS, LIABILITIES, ACTIONS, DEMANDS, AWARDS, COST OR EXPENSES ARISE IN WHOLE OR IN APRT FROM THE NEGLIGENCE OF BUYER.**
8. **Inspection and Acceptance:** Seller shall permit Buyer's inspectors to have access to Seller's plant at reasonable hours for the purpose of inspecting any items covered by this Order or work in process for products of said items. Unless otherwise specified, all items will be subject to final inspection and acceptance at Buyer's place of business. Buyer may, at its option, either hold rejected items for Seller's instructions and at Sellers risk (and return them to Seller at Seller's sole expense) or return them at Seller's expense and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's nonperformance. No replacement of rejected items shall be made unless otherwise specified on Buyer's returned material order. All rejects will be charges back at full billing price plus the cost of inbound freight and hauling. Payment for or use of goods prior to inspection shall not constitute acceptance thereof. Title to the goods shall remain with the Seller until acceptance thereof by Buyer.
9. **Changes:** Buyer shall have the right to make changes at any time in the drawings, specifications, quantities, delivery schedules, delivery location, methods of shipment or packaging related to this Order where the articles to be furnished are to be specifically manufactured for Buyer in accordance therewith. No changes shall be effective unless authorized in writing by Buyer. Id such change results in delay or an increase or decrease in expense to Seller, Seller shall notify Buyer immediately and negotiate an equitable adjustment provided that Seller shall continue to perform the work or services or supply the items contracted for under this Order as so changed.
10. **Assignment:** This Order shall not be assignable by Seller, voluntarily or involuntarily, nor shall a subcontract be made with any other party for the furnishing of any of the completed or substantially completed articles, spare parts or work or services covered by this Order without the Buyer's prior written consent.
11. **Termination:**
 - a. Without cause-Buyer may in writing terminate all or any part of this Order at any time without cause and without liability by Buyer to Seller on account thereof. Any termination claim must be submitted to Buyer within (60) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this Order for Cause.
 - b. For cause-If Seller fails to make any delivery in accordance with the agreed delivery date or schedule, or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this Order, or fails to make progress so as to endanger performance of this Order, or in the event of any proceeding by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may, in addition to any right or remedy provided by this Order or bylaw, terminate all or any part of this Order by written notice to Seller without any liability by Buyer to Seller on account thereof.
12. **Drawings, Specifications and Technical Information:** All supplies, blueprints, sketches, drawings, specifications, and other technical information furnished by or on behalf of Buyer or created or produced by Seller for Buyer in furtherance of this Order shall remain or become Buyer's property and shall be held in confidence by Seller. Such information shall not be reproduced, given or disclosed to any third party by Seller without Buyer's prior written consent and shall be returned to Buyer or Buyer's designated representative, upon completion of this Order or upon Buyer's command. Any information which Seller may disclose to Buyer with respect to design, manufacture, sale or use of the terms covered by this Order shall be deemed to have been disclosed to Seller for use in connection with this Order and incorporated in the articles to be delivered hereunder and Seller therefore shall not supply such articles to others without Buyer's prior written consent. Buyer shall be under no obligation to keep confidential any information furnished to Buyer hereunder.
13. **Buyers Property:** All property used by Seller, but owned, furnished, charged to or paid for by Buyer including, but not limited to, materials, tools, dies, jigs, patterns, fixtures, equipment and any replacement thereof shall be the property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer. All such property shall be identified and marked by Seller as Buyer's Property, used by Seller only for this Order and adequately insured for Buyer's protection. Seller shall assume all liability for, and maintain and repair such property and return same to Buyer in good condition, reasonable wear and tear excepted for the utilization of the property in accordance with the provision of this Order.
14. **Taxes:** Taxes of any nature which are billed to Buyer shall be stated separately in Seller's invoices.
15. **Advertising:** Seller shall not advertise or publish the fact of or details relating to this Order to any third party except as specified in this Order, permitted by Buyer, or as required to perform this order.
16. **Force Majeure:** Buyer shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment, or transportation. In the event Buyer is so excused, either party may terminate the Agreement and Buyer shall at its expense and risk, return any Goods received to the place of shipment.
17. **Waiver of Terms and Conditions:** The failure of Buyer in any one or more instances to insist upon performance of any of the terms or conditions of this Order, or to exercise any right or privilege in this Order shall not be construed as waiver of any such terms, conditions, rights or privileges and the same shall continue and remain in full force and effect.