



ICL FREIGHT

PAYMENT TERMS AND CONDITIONS

1. All services rendered & billed by ICL FREIGHT USA LLC and its affiliates (ICL FREIGHT PANAMA INC.; ICL FREIGHT COLOMBIA SAS; ICL FREIGHT S.A.; ICL CORPORATE INC.) are to be paid in full immediately upon presentation of the invoice or on its credit time.
2. Shipments will not be automatically insured unless otherwise indicated. In such cases, the insurance must be paid along with the other freight-related charges. Any insurance claims, damages or loss of freight does not warrant deductions or non-payment of ICL FREIGHT USA LLC and its affiliate's invoices.
3. All overdue invoices bear interest at an annual rate of 15%, compounded at 1.25% per month or any fraction thereof of the outstanding amount. Additionally, Late Payment Fee of 3% (Minimum USD \$150.00) of the total invoice or past due amount will apply, per outstanding invoice.
4. Any shipment or Bill of Lading (BL) may be placed on hold by ICL FREIGHT USA LLC and its affiliates, its carriers or agents, based on past due invoice amounts or unpaid invoices on current or past invoices and/or shipments.
5. All invoices in excess of approved credit limit will require advance payment of the 50%.
6. Refunds are not available. Any credits will be applied to outstanding or future invoices.
7. In the event of a collection and/or an overdue invoice, you hereby agree to be additionally responsible for any legal fees, including Court cost & attorney's fees.



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8. If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes and/or other debts owed to U.S. Customs) in the event of the charges are not paid by the broker, therefore, if you pay by check, U.S. Customs charges may be paid with a separate check payable to *U.S. Customs & Border Protection* which shall be delivered to U.S. Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.
9. Shipments that arrive at a destination airport, port, warehouse or terminal, which are detained by Customs, other agencies, company and/or warehouse, which are abandoned and/or not picked-up within the required time period will incur demurrage/storage charges and will be billed and full payment due upon invoice presentation. After 30 days, the shipment may be returned to origin and the returned freight will also be billed and due upon invoice presentation.
10. Origin and/or destination demurrage and/or storage charges are the responsibility of the client, shipper, or consignee and must be paid before to freight release or delivery.
11. If payment of our invoice and/or charges are being paid with a credit card, chargeback to the credit card company is not acceptable.
12. All shippers authorize consent to screen all cargo for the ocean and air freight shipments and according to the customs authorities procedures in each country.
13. Customs export and/or import duties will be charged according to the trade terms arranged between the shipper and consignee.



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Conditions

Failure to comply with the above payment terms will be considered a breach of this agreement.

If you contract our services, you hereby agree with the terms and conditions of payment of this agreement..