

## Terms and Conditions

The following are the standard Terms and Conditions as stipulated by Dynasty Marine Associates, Inc. Acceptance of an order is in accordance with the following Terms and Conditions.

1. The return of the **Stock List/Order Form** to Dynasty Marine Associates Inc. (herein called DMA) via facsimile or email constitutes an offer to DMA to supply the specimens indicated on same. Packing of the goods and delivery of same to the appropriate carrier constitutes acceptance of the offer by DMA and the offeror waives his/her/its right to be notified of acceptance of the contract prior to shipment. Offers made by telephone are taken to be accepted on packing of goods and delivery of the same to the appropriate carrier. The offeror waives his/her/its rights to be notified of acceptance of the contract. Contracts made with DMA are formed in Marathon, Florida and are subject to the Terms and Conditions specified herein. All Stock List/Order Forms, Yearly Applications for Trade Accounts, and Credit Card Authorization Forms submitted to DMA are subject to the terms and conditions stated herein.
2. Where specimens are ordered that are unavailable at the time of packing, DMA will replace unavailable specimens with ones of a similar nature/type and cost unless it is indicated on the Stock List/Order Form, or where a telephone order is placed, by verbal advice, that substitutes are not accepted.
3. Orders will be filled to the best of our ability with specimens distributed from the stock list on a first come first serve basis. DMA does not accept any responsibility for stock items being unavailable. DMA does not accept any responsibility for any subsequent injury/death of any other animals due to the purchase of any specimens we provide regardless of the cause. DMA advocates careful husbandry practices of all specimens purchased and is not responsible for a consignee's inability or failure to do so.
4. All invoices are to be paid in full via credit card for domestic customers or wire transfer for international customers. Payments made by wire transfer must be verified by funds being received in DMA's account.
5. DMA **does not accept any responsibility** for freight/courier failures, or delays or losses incurred due to handling, as this is beyond the control of DMA. Any claims to be made in this respect are to be filed by the customer with the relevant carrier service, not with DMA. DMA coordinates freight components as part of a service and does not therefore accept any responsibility after lodgment of ordered stock with a carrier. Goods shall be consigned, unless otherwise requested by consignee, as perishable freight.
6. DMA's dead on arrival (DOA) policy will be strictly enforced. DMA will accept DOA claims **only if DMA is notified via fax, phone or email within 24 hours of shipments scheduled arrival**. Photographs are required to process any claim and must also be received within 24 hours of the shipment's arrival. DMA must be able to determine from said photographs whether specimen/s are total DOA. No additional warranties are either expressed or implied. DMA reserves the right to revoke guarantee on specific species due to their nature. These species will be identified when they are ordered. DMA reserves the right to choose the courier and level of service for the shipment and any deviance due to customer requests will void DMA's DOA policy.
7. All amounts due DMA from customer/consignee shall accrue interest at the rate of 1.5% monthly or eighteen percent (18%) per annum from the due date thereof until paid, and should it become necessary for DMA to instate suit or utilize the services of an attorney to collect said payments, the Purchaser, Customer/Consignee hereby agrees to pay all costs for such collection, including a reasonable attorney fee.
8. Further, any suit, action or proceeding with respect to this agreement, Yearly Applications for Trade Accounts, Credit Card Authorization Forms, Stock List/Order Forms, and/or arising out of any relationship or dealings between the parties, or any judgment entered by any court with respect to this Agreement, Yearly Applications for Trade Accounts, Credit Card Authorization Forms, Stock List/Order Forms, and/or arising out of any relationship or dealings between the parties, **SHALL** be brought in the courts of the country of the UNITED STATES OF AMERICA ("USA"), in the state of FLORIDA, and specifically in the 16<sup>TH</sup> JUDICIAL CIRCUIT county of MONROE, city of MARATHON and the parties accept the exclusive personal jurisdiction of the aforementioned courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, Yearly Applications for Trade Accounts, Credit Card Authorization Forms, Stock List/Order Forms, and/or arising out of any relationship or dealings between the parties or any judgment entered by any court brought in the state of FLORIDA, county of MONROE, in the U.S.A., and further, knowingly, intentionally and irrevocably waive any claim that any suit, action or proceeding brought in the venue specified herein, has been brought in an inconvenient forum.

### Form of Guarantee to Dynasty Marine Associates, Inc.

I, the Director, or authorized representative of the director, of the company (hereinafter called the 'said company') do hereby jointly and severally guarantee payment by the said company of all moneys owed or to become owing by the said company. This guarantee shall be a continuing guarantee and shall not be affected by time or other indulgence that may be given to the said company, nor by the winding up of the said company. Furthermore, this guarantee is made in conjunction with and in full acceptance of the Terms and Conditions stipulated by Dynasty Marine Associates Inc. and accepted by said company and guarantors.