

**Mrs.: OCEANO SEAFOOD S.A.**

**Contact: Mr. Jhonny Rodriguez**

In attention of your requirements, we are pleased to present the following quotation for your approval:

<b>Quotation No:</b>	<b>1573A/20</b>	<b>Intertek Contact:</b>	<b>Carmela Loiza (Agri manager) Carmela.loiza@intertek.com</b>
<b>Quotation date:</b>	<b>08/20/2020</b>	<b>Quote expiration date:</b>	<b>12/30/2020</b>

### Client Information

<b>Company:</b>	<b>OCEANO SEAFOOD S.A.</b>	<b>Address:</b>	<b>569-3(A) Takanose, Toyosato-cho, Inukami-gun, Shiga-ken 529-1173, Japón</b>
<b>Client Contact:</b>	<b>Mr. Jhonny Rodriguez</b>		
<b>Telephone:</b>	<b>+51 940705115</b>	<b>Mobile:</b>	<b>+51 940705115</b>
<b>Product:</b>	<b>Frozen fish</b>	<b>E mail address:</b>	<b><a href="mailto:jhonny.rodriguez@osf.pe">jhonny.rodriguez@osf.pe</a></b>
<b>Type of Service:</b>	<b>Q &amp; Q Inspection</b>	<b>Service location:</b>	<b>Paita – Piura, Peru</b>

### Detailed description of the service

Scope	Activity	Prices (USD)
<b>a. Quality Inspection (FRI) before loading *</b> <ul style="list-style-type: none"> <li>Quality Inspection, weight control &amp; Temperature</li> <li>Package inspection</li> <li>Label (if provide)</li> <li>Report and photographic set</li> </ul>	<b>Quality Inspection</b>	<b>USD 280 / day</b>
Scope	Activity	Prices (USD)
<b>b. Loading Supervision (LS) stuffing **</b> <ul style="list-style-type: none"> <li>Quantity inspection (tally)</li> <li>Temperature control and package condition</li> <li>Report and pictures of loading</li> </ul>	<b>LS - Stuffing</b>	<b>USD 110/ fcl</b>

(\*) The report of the service is valid only for the lot inspected.

(\*\*) If the Loading Supervision is not carried out by INTERTEK, we are not responsible for the lot quality.



## Additional Information

### 1. Programming and Execution of the works

It is indispensable to count with the authorization signed by the person in charge of his company including in this quotation or with the generated purchase order by its company to be able to make the asked for works. These documents they can be sent by fax to +511 399 0940. Intertek Peru, by e-mail: [carmela.loaiza@intertek.com](mailto:carmela.loaiza@intertek.com) reserves the right to perform any work with out receiving this documentation.

### 2. Price, mode of payment and Discounts

- Our prices do not include IGV (18%).
- Payments will be made after presentation of our invoice, before the report.
- Our prices are quoted USD
- Payment could be by transference or a deposit corresponding in the following one:

Please remit our fee by Bank Transfer to:

#### Banco de America

Beneficiary Name: INTERTEK TESTING SERVICES PERU S.A.  
Account Number: 3 7 5 6 4 3 1 3 8 6  
Bank Name: BANK OF AMERICA  
Bank Address: Hartford, CT 06150-2861, Hartford, CT. 06150-2866, USA  
IBAN Number:  
SWIFT Code: BOFAUS3  
ABA Number: 026-009-593  
Correspondent Bank Details (If any)

#### Banco de Credito

Beneficiary Name: INTERTEK TESTING SERVICES PERU S.A.  
Account Number: 191-0795546-1-26  
Bank Name: BANCO DE CREDITO DEL PERU / Dos de Mayo Oficce  
Bank Address: Av. Dos de Mayo N° 1574, San Isidro, Lima 27, Lima - Perú  
SWIFT Code: BCPLPEPL

\*\*All payment should make reference to the invoice that has been paid.

### 3. Notes:

This quotation does not include the payment of maneuvers, dock workers or any other not mentioned cost including or in this quotation. This quotation is been worth for the mentioned quantities, any increase or greater diminution to 10 % of the declared quantities left without validity the present quotation and a new proposal will be presented.

**This quotation is valid until 12/30/2020.**

Hoping that you agree with the above mentioned quotation

Truly yours,

Approved

#### Carmela Loaiza

Agri Division Manager  
Peru  
Mobile +511 99404\*4458  
[Carmela.loaiza@intertek.com](mailto:Carmela.loaiza@intertek.com)

#### Stevin Soto

General Manager  
Peru  
Mobile +511 9811\*1982  
[stevin.soto@intertek.com](mailto:stevin.soto@intertek.com)

#### Client (Signature of Conformity):

I have read and understood conditions of the present supply and I am in agreement with the same one.



## TERM AND CONDITIONS OF SERVICE

All services performed by INTERTEK TESTING SERVICES U.S.A., Inc., doing business as Intertek Testing Services, its parent, subsidiaries and affiliated companies (Hereinafter collectively referred to as "INTERTEK") for the person or entity ordering such services (Hereinafter called "Customer") are undertaken and the rates and charges of INTERTEK are based upon the following Terms and Conditions:

1. INTERTEK warrants that its services shall be performed in a workmanlike manner consistent with that level of care and skill ordinarily exercised by other professionals providing like services under similar circumstances. This warranty shall become null and void in the event Customer's account becomes DELINQUENT (all invoices are due and payable upon receipt and become DELINQUENT after thirty (30) days from the date of the invoice). INTERTEK makes no other express warranties. INTERTEK excludes all implied warranties including but not limited to the warranty of fitness for a particular purpose, warranty of merchantability or warranty of results.
2. Customer's exclusive remedy for INTERTEK's breach of its express warranty and the total liability of INTERTEK, its officers, employees, agents or subcontractors for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise in connection with the performance of the work or services involved shall be either ten times the fee paid or payable for such work or services or Fifteen Thousand Dollars (\$15,000.00) whichever is less.
3. Customer waives any and all other claims or causes of action against INTERTEK, its officers, employees, agents or subcontractors for incidental, consequential, punitive, special damages or lost profits, resulting from INTERTEK's or a Subcontractor's work, services or goods.
4. The customer shall indemnify, hold harmless and defend INTERTEK, its employees, agents, representatives and subcontractors from and against any claim, suit, demand, loss, expense or liability (including but not limited to cost of litigation and attorney's fees) based on breach of contract by INTERTEK and/or negligence or fault of INTERTEK, whether actual or alleged arising from: (1) claims or suits by Governmental Authorities or others of any actual or asserted failure of the Customer to comply with any law, ordinance, regulation, rule or order of any Governmental or Judicial Body; (2) claims or suits arising from information supplied by Customer and necessarily relied on by INTERTEK; and /or (3) any claim, suit or demand from, or liability to, or loss or expense by reason of a liability to any person other than Customer (including but not limited to employees or the Customer) in respect of personal injury or death, damage to or destruction or loss of property belonging to any person or entity.
5. Written notice of claim against INTERTEK must be made within forty-five (45) days after delivery of the report covering such work. Failure to give such written notice of claim within such forty-five (45) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the performance of the work or services involved.
6. INTERTEK expressly disclaims liability as an insurer or guarantor. Customer agrees to insure the product involved against all risks.
7. The report covering the work or services of INTERTEK is furnished to the Customer for its exclusive use and not for the use of any other person or entity. The report is based, and the work conducted, on the Customer's specific instructions, and there may be other relevant information not requested or reported. Delivery of this report to any other person or entity does not constitute a representation by INTERTEK of any matter stated in this report to anyone other than its Customer. No person or entity, other than the Customer, in whose possession a copy of this report shall come, shall have any right against INTERTEK, its parent, subsidiaries or affiliated companies, their officers, employees, agents or subcontractors.
8. Orders received by an officer or employee of INTERTEK for assignments outside the U.S.A. will be forwarded on behalf of the Customer to the appropriate foreign based associated INTERTEK company or correspondent who will be solely and fully responsible for all matters in connection with the order received, including directly acting for and reporting to the Customer. As a condition of INTERTEK forwarding such assignment on the Customer's behalf, it is understood that INTERTEK, its officers, directors, agents and employees will bear no responsibility with regard to the work or services rendered by the Company to whom the assignment is forwarded.
9. ALL CLAIMS MADE AGAINST INTERTEK, EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY THE MARITIME LAW OF THE UNITED STATES, EXCLUSIVE OF RULES FOR CHOICE OF APPLICABLE LAW. ANY SUIT BROUGHT AGAINST INTERTEK SHALL BE FILED IN EITHER THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, OR THE DISTRICT COURTS OF HARRIS COUNTY, TEXAS.
10. No officer, employee, agent, or subcontractor of INTERTEK (other than the Chief Executive Officer) has authority to alter or waive any of the foregoing provisions or to make any representation which will in any way conflict with or override any of the foregoing terms; and no such alteration, waiver, or representation shall be binding upon INTERTEK unless in writing and signed by the Chief Executive Officer of INTERTEK.
11. Customer agrees that each of its past due accounts shall bear interest at the highest legal applicable rate. Customer further agrees that if any of its accounts are placed with an attorney for collection, INTERTEK shall be entitled to collect its reasonable attorney's fees and court cost from Customer.
12. The provisions listed overleaf are to be considered part of these Terms and Conditions.
13. The invalidity or unenforceability of any of the foregoing terms shall not affect in any way the remainder of the terms.



## PROVISIONS

1. Basic Services, as outlined in this fee schedule, are performed under the guidelines of the International Federation of Inspection Agencies (IFIA). Additional services are provided under specific agreement with the Customer.
2. When requested to "Witness Analysis", our responsibility is solely to witness that the analysis is conducted on the correct sample. Customer agrees that INTERTEK is not responsible for the condition of apparatus, instrumentation and measuring devices, and that INTERTEK accepts calibration data, reagents, etc. as presented.
3. Stated product identification in any INTERTEK Quality or Quantity Report is based, by necessity, solely on information supplied by the Customer, and INTERTEK disclaims any responsibility for the accuracy of this information. Testing is performed against Customer supplied instructions, and not to determine the identity or merchantability of the product.
4. If requested, we perform "Stop Gauge Calculations". Responsibility is limited to reasonable care. The employees of the terminal and/or vessel are responsible for observation of "Stop Gauge" measurement, pumping and valve setting.
5. Our staff is available to assist in blending operations. Volumetric or weighted composites can be prepared from components and tested in our laboratories. Due to inherent difficulty in achieving a homogeneous stable blend in shore and ship tanks, our responsibility is limited to the exercise of reasonable care.
6. In the event that INTERTEK personnel are required to testify in a court proceeding or arbitration regarding any services performed by INTERTEK, Customer agrees to pay to INTERTEK, while complying with such legal process, an hourly rate and expenses as provided by the prevailing rate schedule.
7. INTERTEK does not release or detain vessels or act as an intermediary for any party in this regard. The responsibility is that of the terminal, charterers and other interested parties.
8. For purposes of quality control and conformance to specifications, the properties of petroleum products are assessed by standard laboratory test methods. Two or more measurements of the same property of a specific sample by a given test method usually do not give identical results. However, each result obtained has equal validity and cannot be arbitrarily discarded.
1. In the event that more than one test result is obtained for the same property of a specific sample by a given test method then INTERTEK will apply sound scientific principles, regulatory standards, international standards, or prevailing industry protocol in order to determine the reportable result.
2. International standards such as ISO 4259, ASTM D3244, IP 371, etc. can also be used in a case of dispute between buyer and seller should be process be agreed to by all parties.
9. All reports will be maintained on file for a period of five (5) years.
10. Reports are forwarded by first class mail to principals, terminals and U.S. Customs.
11. Samples retained for forty-five (45) days, unless otherwise requested in writing by our principals.
12. Letter of Credit - Customers are advised that any specific Letter of Credit documentation requirements should be addressed with INTERTEK, and resolved during the nomination process to insure that the requirements can be made consistent with standard INTERTEK documentation and procedures. Requests for retroactive alterations to inspection reports to conform to unusual Letter of Credit requirements will result in delays, and the possibility that INTERTEK will be unable to comply on Ethical grounds.

