

All purchase orders issued by Starboard and its affiliates (Starboard Cruise Services and/ or Starboard Holdings), collectively called “Starboard” or “buyer” shall be subject to these terms and conditions.

1. Order Subject to these Terms and Conditions:

From time to time, the Buyer may issue to Seller order for purchase of goods (the "Goods"), all of which orders shall be subject to and performed in accordance with these terms and conditions, which, together with the terms of the relevant order (the order and these Terms and Conditions together referred to as the "Order"), shall constitute the entire agreement between the Buyer and the Seller. Any provision included by the Seller in any acceptance or confirmation of any Order or other communication which is at variance from these Terms and Conditions shall be ineffective as a modification hereof unless specifically accepted in writing by the Buyer. No modification to these and the terms and agreement of the relevant order will be binding unless approved in writing via a revised Purchase Order from Starboard Cruise Services Inc. Commencement of performance by vendor will constitute acceptance of this agreement. Substituted items, if accepted, will incur a charge of 25% of cost value.

2. Time of Delivery:

The time or times specified on the Order for delivery shall be of the essence. If delivery is not timely made or is tendered in advance of the scheduled delivery date, the Buyer may refuse to accept the Goods. A 5% cost of goods penalty will be invoked for failure to ship between the start ship date and before the order cancelled on date.

- a. When merchandise is sold FCA Named Place (Origin or Consolidation Point), delivery of Goods is considered to be timely when the shipment is transferred to Starboard's designated Carrier/consolidator between the Start Ship Date and before the Stop Ship Date.
- b. When merchandise is sold DAT (Delivered at Destination Terminal/Airport), DAP (Delivered to Agreed Place), or DDP (Delivered Duty Paid to Agreed Destination Point), delivery of goods is considered to be on time if the shipment is received at:
 - a. Designated Starboard Port Agent at least 5 Days prior to the Expected Delivery Date
 - b. Starboard Distribution Center by the Expected Delivery Date
 - c. Other Destination Point as agreed, to meet the anticipated Expected Delivery Date

3. Fill Rate of Orders:

Fill rate measures supplier performance against actual items and quantities on the original purchase order that are shipped on-time. When every item on the purchase order is not filled as ordered, our profit plans are at risk. The funds that are held and committed in anticipation of order fulfillment do not yield the projected return on investment. Fill rate is measured at the PO level. A 5% cost of goods penalty may be incurred if goods received fall below a 90% fill rate.

(a) Multiple Shipments - Seller must ensure PO's are tendered complete to Starboard at time of pickup or delivery.

(b) Backorders - Seller must ensure PO's are tendered complete to Starboard at time of pickup or delivery.

(c) Substitutions - Seller must ensure PO's are filled with items as ordered to Starboard. No substitutions will be accepted.

Substituted merchandise is always automatically rejected by Starboard, without the need for notice from Starboard or any other action. Even if Starboard may be deemed, under applicable law, to have "accepted" substituted merchandise, Starboard may reject the substituted merchandise at any time after the deemed acceptance. Starboard shall have no obligation to notify the vendor of any rejection. No rights or remedies under the Order or otherwise given by applicable law shall be waived by Starboard's acceptance of the Goods.

4. Shipping Instructions:

The Seller must follow the shipping instructions specified on the Order. Goods shall be prepared for shipment according to standard commercial practice and packed adequately to ensure safe arrival of the Goods to a designated destination. If the shipping instructions on the Order and in the online Supplier Manual are not followed, a chargeback will be made for any resulting excess costs.

5. Documentary Marking and Labeling Requirements:

(a) Import/Export Requirements Generally:

At the Seller's sole cost and expense, the Seller shall secure all required government approvals and shall comply with any and all governmental requirements (including but not limited to quotas, visas, certificates of origin, permits, declarations, licenses, and health and purity certificates) necessary for lawful export of the Goods from the country of origin or country of manufacture and subsequent import into the country of destination. The Seller shall mark the Goods with their country of origin unless otherwise instructed in writing by the Buyer.

The Seller shall be liable for detention or refusal of entry of Goods if they are shipped without proper documentation. Any Goods which cannot be imported into the country of destination without delay may, at the Buyer's option, be returned to the Seller at the Seller's expense.

(b) Other Special Requirements:

- i. Tobacco Products Shipped to the United States. All tobacco products shipped to the United States, Guam and other U.S. territories or possessions must be accompanied by a statement that no Cuban tobacco is used in their manufacture. All cigarettes for nonduty-free sale shipped to such locations must be labeled in accordance with the federal Cigarette Labeling and Advertising Act (15 U.S.C. 1331 et seq.).
- ii. Perfume and Cosmetics. All perfume and cosmetics shipped to the United States, Guam and other U.S. Territories must meet FDA requirements.
- iii. Food and Beverage Products (includes Alcoholic Beverages). All food and beverage products shipped to the United States must meet FDA requirements. The Seller hereby guarantees that, as of the date of shipment or delivery, the food products comprising the shipment or delivery are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and are not articles which may not, under the provisions of section 404 the Act, be introduced into interstate commerce. In cases in which the Buyer has supplied to the Seller the design for the product in accordance with paragraph 10 (Designs), the Seller shall be responsible for furnishing the Buyer with required ingredient and nutrition information for purposes of composing labeling that complies with FDA regulation.

NOTE: FDA Bio-Terrorism Act

All products that are covered under the Food and Drug Administration's Bio-Terrorism Act must comply with all of the requirements of the act including, but not limited to the registration and prior notice regulations of such act. All vendors, whether pre-paid or collect must advise Starboard Cruise Services, Inc. prior to a shipment leaving the port of export to the United States of all pertinent information required for prior notice filing and in accordance with the time frames of the FDA Act. Any shipments that are scheduled to arrive in the United States between Midnight on a Friday thru the week-end and to the following Monday Noon (EST) must have the Prior Notice submitted by Noon on the Friday prior to the arrival. Shipments due to arrive on a holiday must have prior notice submitted 24 hours in advance of the holiday. If the holiday falls on Friday, Saturday, Sunday or Monday, the Prior Notice must be submitted by Noon (EST) on the Thursday prior to the arrival.

Prior Notice information must be sent electronically to:

transportationinbound@starboardcruise.com mia_starboard_cdc@starboardcruise.com

Any vendor not complying with the laws of the FDA Bio-Terrorism Act will be subject to significant vendor compliance charge backs as determined by Starboard Cruise Services, Inc. In addition to charge backs, the vendor will be subject to all civil and criminal punitive actions that may be assessed by the FDA for noncompliance.

For more information on the FDA Bio-Terrorism Act, please see the FDA website at:
www.fda.gov.

(c) Bills of Lading (USA) or Transport Order (Europe/Asia):

The Seller must indicate on the bill of lading or the transport order the complete routing, Starboard Cruise Services, Inc. order number and department number, place of delivery as shown on the Purchase Order, case or package number, separated weight for each classification or commodity shipped, proper description of articles shipped according to the applicable tariff classification (including the showing of released or declared valuable goods when rates are based on valuables tariff). The Seller shall not list goods on the bill of lading or transport order under general terms such as "clothing," "dry goods," "electrical appliances," etc. The Seller shall list goods in specific classification or tariff-descriptive terms such as "Cotton Sheets," etc., or other tariff-descriptive terms according to the type of Goods shipped. Documents must be prepared in English.

(d) Invoices:

The Seller issues one commercial invoice for each Order. A separate commercial invoice must be issued for all merchandise requiring CITES certificates. The Seller shall declare in the invoice any merchandise subject to CITES regulation with scientific name and country of origin. The true cost of all samples, testers, dummy bottles, display stands, or any other advertising material being sent separately from other goods must be shown on the invoice and processed in the same manner as the other goods, whether or not charged to the Buyer. For Customs purposes, all commercial invoices must identify the country of origin and the freight terms (Incoterms 2010). Show separately all Goods and services provided for the production of the Goods which are not included in the invoice price, excluding Goods and services furnished in the U.S.A. The invoice must describe merchandise in English for Goods arriving in United States per U.S. Customs Regulation 141. Sub part F, directive 3590-01 (May 1989).

The original invoice must be signed and stamped with the Seller's Company stamp. The true cost of all samples, testers, dummy bottles, display stands or any other advertising material, which must be sent separately, must be shown on the invoice and processed in the same manner as goods for resale, whether or not charged to Buyer. For U.S. Customs purposes, all commercial invoices must:

- List the name of a responsible employee of the Seller, who has or can readily obtain knowledge of the Order; and
- Identify the country of origin of the Goods.

(e) Markings:

The Seller shall mark Order numbers on invoices, packing slips, bills of lading, container detail sheets on all cases and packages, show the complete routing weight, commodity and case or package numbers, and mark each container to show the total number of cases or containers covered by each bill of lading.

Each order must be packed in separate boxes. All boxes must be marked with order number for multiple order shipments-Keep orders together (example: strapped on one pallet)

Mark boxes consecutively with order number then box number.

Example: P.O. #1, Box #1 of 10, P.O #1, box #2 of 10, P.O. #1, box #10 of 10,).

6. Insurance:

Unless otherwise instructed in writing by the Buyer, the Seller shall not provide and shall not be entitled to charge the Buyer for property insurance coverage with respect to the Goods. The Seller shall maintain in effect at all times products liability insurance in a form, with coverage limits and with carriers satisfactory to the Buyer. Upon request by the Buyer, the Seller shall provide the Buyer with certificates of that insurance coverage, which shall name the Buyer as additional insured.

7. Representations and Warranties:

The Seller hereby represents and warrants that the Goods shall:

- Be free from defects in design, workmanship and materials, including but not limited to defects potentially hazardous to life or property.
- Comply with, and where required, be registered under, any applicable laws, regulations, codes, orders and ordinances of the country of destination, as well as any state, territory, possession, locality or subdivision there of.
- Not infringe or encroach upon any third parties' personal, contractual or property rights, including, without limitations, patents, trademarks, tradenames, copyrights, rights of privacy, or trade secrets.
- Not violate any governmental law, regulation or ordinance by reason of their manufacture, sale, delivery or use; and
- Conform to all specifications furnished to the Seller, all descriptions set forth on the Order, and/or any samples of Goods. The Seller's representations and warranties in the Order, whether express or implied, shall continue to apply after delivery of the Goods to the Buyer and after the Goods are inspected, accepted, paid for, resold, repacked or repackaged.
- Not be linked to any recourse in the supply chain to (i) third parties currently targeted by international sanctions (issued by US, UK, EU, FR, Switzerland and all other countries), or to (ii) products targeted by any import/export international restrictions.

8. Inspection: Defective or Non-Conforming Goods:

The Buyer shall have the right, at the Buyer's option at any time, to inspect the Goods, including any samples thereof, before accepting delivery. If the Goods are defective or fail to conform in all respects with the Seller's representations and warranties in the Order, have been shipped in variation of the quantities ordered, substituted for Goods ordered, not shipped in standard containers approved by the Buyer or otherwise strictly in accordance with specifications shown on the face of the Order, the Buyer may, at its option:

- Return such Goods at the Seller's expense.
- Hold such Goods subject to the Seller's order, expense and risk; or
- Cancel the Order and obtain reimbursement for the reduced value of any non-conforming Goods or subtract such amount from any amounts then owing or thereafter owed the Seller or its affiliated persons or entities. No rights or remedies under the Order or otherwise given by applicable law shall be waived by the Buyer's acceptance of the Goods.
- Impose a Chargeback fee to the vendor for the greater of \$500 or 5% of the cost of merchandise on the Purchase Order.

9. Hazardous Goods:

If the Buyer has been notified or believes that the Goods contain defects or hazards which could create a substantial risk of injury to any person or property, upon notice from the Buyer the Seller shall locate, identify and recall such Goods, regardless of whether the Goods have been sold to the Buyer's customers or retail purchasers, refund to such retail purchasers their full retail price. All expenses of such recall and otherwise relating to defective or hazardous Goods shall be for the account of the Seller.

The Seller is responsible to provide and sign DGR (Dangerous Goods) documentation as per classification for air or ocean transportation as well as to provide packaging according to international regulations in force.

10. CITES:

The Seller shall comply with the 1975 Convention on International Trade in Endangered Species of Wild Fauna and Flora ("CITES"). Vendor shall be responsible for obtaining all necessary certificates of exemption or other permits or documentation necessary for the import of any and all specimens for which international trade is regulated by CITES.

11. Indemnity:

The Seller shall protect, defend, indemnify and hold the Buyer harmless from and against any and all claims, liabilities, damages, costs and expenses (including attorneys' fees and disbursements) arising from the sale, consumption or use of the Goods or from the Seller's failure to faithfully perform or observe any of the terms, covenants and conditions of the Order.

12. Designs:

Any designs for the Goods which have been supplied by the Buyer to the Seller or which have been specially created for the Buyer by the Seller (the "Designs") shall be and remain the Buyer's property. The Seller shall permit the Designs to be used only for goods produced pursuant to the Buyer's written authorization. The Seller shall cooperate with and assist the Buyer in obtaining appropriate legal protection for the Designs.

13. Changes in Price:

The price for the Goods on the Order is firm and shall not be increased. The Seller represents that such price is the lowest price offered by the Seller under conditions similar to those specified in the Order. Any general price decrease effected by Seller in classes of goods identical or similar to the Goods shall automatically reduce such price to the extent of such decrease.

14. Taxes and Other Charges:

Unless otherwise noted on the Order, the prices stated on the Order include all applicable sales, use, excise, ad valorem, receipts or other taxes of any nature whatsoever, consular certification fees and import surcharges, and all boxing, packing, shipping, storage and documentation charges. None of the foregoing shall be borne by the Buyer.

15. Resale Certification:

The Buyer hereby certifies that all Goods covered by the Order are purchased for resale in the form of tangible personal property.

16. Change Orders:

The Buyer may require changes to the terms stated on the face of the Order by a written change order notice to the Seller. If such change order affects the cost or time of manufacture or delivery of the Goods, the Seller shall immediately notify the Buyer in writing and the parties shall make an equitable and mutually satisfactory adjustment in the purchase price and/or delivery schedule. If the parties are unable to agree on an adjustment, the Buyer may, at its option, terminate the Order. In addition to the foregoing, Buyer may postpone or cancel any Order in the event of war, riot, insurrection, strike, vandalism, fire, flood, earthquake, accident, storm, epidemic, pandemic, viral outbreak, financial exigency, act of God or government or any other cause beyond Buyer's reasonable control. Buyer shall give prompt notice of such event to Seller in writing. In the event of a cancellation or postponement of an Order on such basis, Buyer shall not have any obligation or liability with respect to such postponed or canceled Order except, in the case of a postponed Order, at the time that Order is fulfilled at a later date.

17. Miscellaneous:

The Buyer's rights and remedies under the Order shall be cumulative and in addition to those given by applicable law;

- The failure of the Buyer to insist on strict performance of any term or condition hereof shall not be deemed a waiver of the Buyer's right to insist on strict performance thereof at any time.
- If a court of competent jurisdiction finally determines that any provision of the Order is invalid, such provision will be deemed omitted or amended to conform to such law without affecting any other provision or the validity hereof.

- The Order shall be governed by and construed and enforced in accordance with the internal laws of the location of the Buyer's office issuing the Order, without regard to the conflict of laws rules of the jurisdiction in which the office is located or the rules of private international law.
- If the Buyer's office issuing an Order is located in the United States, the United Nations Convention on Contracts for the International Sale of goods shall not govern or apply to the Order, and the Order shall be construed and enforced in accordance with the laws of the U.S. jurisdiction in which that office is located, including the Uniform Commercial Code.
- The Seller agrees to submit to the non-exclusive jurisdiction of the courts of the United States of America and any court of competent jurisdiction of the location of the Buyer's office issuing the Order and to the service of process out of such courts by registered mail in addition to any other method of service permitted by applicable law.
- Except as provided in Section 15, the Order may not be modified except by a writing signed by an authorized representative of each party and no obligation hereunder may be waived except as specifically set forth in a written waiver signed by the party to be charged therewith.
- Title and risk of loss or damage to the Goods shall pass from the Seller to the Buyer in accordance with the Incoterms delivery term specified on the Order.
- The Seller may not assign any rights or delegate any duties under the Order without the prior written consent of the Buyer, except the rights to receive payment for conforming Goods. The Seller must notify the Buyer prior to shipment of changes in presentation, packaging, or case quantities for each item.