



SHIPPER'S FREIGHT PAYMENT AGREEMENT

In consideration of the issuance and release of bills of lading marked "prepaid," directly to the shipper, foreign freight forwarder, non-vessel operating common carrier, consignee, or their individual or collective agent (s) (credit grantee), covering shipment to or via destination ports named in Rule 1 of the various **National Shipping of America (Carrier)** tariffs, and prior to actual payment to the ocean carrier, or to its agents on its behalf, of the ocean freight and all other charges due thereon and, in further consideration of the option to subsequently pay such freight and charges to the carrier or its agent, we the credit grantee, on our own behalf and on behalf of all other entities we have listed below, hereby agree, undertake, and bind ourselves and such other entities as follows:

1. We will pay the carrier or its agent, within the time specified in the applicable tariff, commencing the day named as the movement day for intermodal shipments or the day the vessel sails from the origin port (all-water shipments) all freights and charges due on previously issued and released "prepaid" bills of lading, all with specific understanding that the payment by us of all or any part of such sums to any of our agents, be they forwarding agents or otherwise, shall not be deemed to constitute payment by us to the carrier or its agent for any purpose whatever.
2. We will be absolutely and unconditionally liable to the carrier for the full payment of all freights and charges under previously issued and released "prepaid" bills of lading and guarantee that said freight and charges will be paid by us to the carrier or its agent regardless whether or not we have advanced funds for such payment to any agent or other person be it our forwarder or otherwise for pay-over to the carrier or its agent and such funds have, in fact, not been so paid-over to the carrier or its agent for any reason or for any cause whatsoever.
3. We understand and agree that any delinquency in freight payments or other breach of this Agreement will result in the suspension of credit. In this connection, we accept and agree that the privilege of the issuance and release of "prepaid" bills of lading by the carrier to us prior to payment to the carrier by us of the freight and charges due thereon, shall be immediately suspended for any failure by us to comply with any of the provisions of this Agreement and we shall be liable to the carrier for any and all loss or damage to the carrier occasioned by such failure including, but not limited to, the amount of any freight and charges due and unpaid, legal interest thereon, and attorney's fees and related costs incurred by the carrier in seeking recovery thereof. We further understand and agree that upon such suspension, all monies outstanding owed to the carrier by us shall immediately become due and payable.
4. We acknowledge that in entering into this Agreement, carrier has relied solely on our credit and responsibility and not that of our forwarder or other intermediary and that neither we nor carrier intend by this Agreement to waive any rights of carrier intend by this Agreement to assert its maritime lien against our cargo for such freights and charges that may be due.
5. We agree that this Agreement shall continue in effect until terminated by written notice by **National Shipping of America**, or by us; provided, however, that such termination shall not extinguish any prior liability hereunder.
6. Carrier may rely on our bank for credit reference. We under note the name, address and telephone number of our bank together with our account number, and hereby authorize our bank to make a full disclosure of credit information to carrier, or their agent(s):

(Authorized Individual to Sign at the Bank)

(Individual's Title)

(Date)