
Endofa Physical LLC

General Terms and Conditions – FROZEN LOBSTER

10 November 2020

Frozen Lobster Export – Global Markets

These Terms and Conditions ("Terms") govern all sales and exports of frozen lobster by Endofa Physical LLC ("Seller") to any buyer or distributor ("Buyer") worldwide. By placing an order, Buyer agrees to these Terms in full, regardless of their country of operation.

1. Product and Specification

The product sold is frozen lobster, processed, packaged, and frozen in accordance with internationally recognized quality standards. Specifications may vary by market, but the Seller guarantees that the product is safe for consumption and compliant with applicable health and export regulations in the country of origin.

2. Price and Payment Terms

Prices are quoted in [USD], on a per kilogram basis, CFR port of destination, or as otherwise agreed in writing.

Unless otherwise specified:

- 100% payment is required before shipment via secure wire transfer.
- Commercial Documents will be released only after confirmed receipt of full payment.

Late Payment Penalty:

- If payment is delayed beyond the agreed date, a 2% late fee per week will be applied to the outstanding balance.
- Seller may suspend future orders and seek recovery for financial damages and legal costs.

All international transaction fees and bank charges outside the Seller's banking jurisdiction are the Buyer's responsibility.

3. Ownership and Risk Transfer

- Ownership of goods remains with the Seller until full payment is received, including late fees, if any.
- Risk of loss or damage transfers to the Buyer upon delivery to the shipping carrier at the port of origin.

4. Shipping and Delivery

All delivery timelines are estimated and not guaranteed. The Seller is not liable for delays due to third-party carriers, customs authorities, inspections, strikes, natural disasters, or force majeure (see Clause 8).

5. Inspection and Acceptance

The Buyer acknowledges and agrees that all sales are final and that the goods are sold “as is” upon shipment. Due to the perishable nature of the product, the Buyer waives any right to inspection, rejection, or claims once the goods have left the Seller’s facility.

The Seller shall not accept or consider any complaints, claims, or disputes regarding product quality, quantity, or condition after shipment under any circumstances.

6. NO REFUNDS / NO RETURNS

Due to the highly perishable nature of the product:

- All sales are final.
 - No refunds, returns, or exchanges will be accepted once goods have left Seller's facility.
- The Buyer assumes all responsibility for proper handling, transport, and cold storage after receipt.

7. Confidentiality

All pricing, supply arrangements, client information, and communications between the parties are strictly confidential and may not be disclosed to any third party without written consent.

8. Force Majeure

Seller shall not be liable for any delay or failure to perform due to circumstances beyond its control, including but not limited to: war, strikes, natural disasters, pandemics, port congestion, customs seizures, or acts of God.

9. Breach and Remedies

In the event of non-payment or breach:

- The Seller reserves the right to cancel pending orders, withhold documentation, and take legal action.
- The Buyer shall be liable for all recovery costs, including legal and collection agency fees.

10. Governing Law

These Terms shall be governed by the laws of Texas