

**DO NOT USE THIS PAGE OR COMPLETE THIS PAGE
THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY**

Federal Tax ID (EIN) Number: _____ ***** (1) ***** _____

***** (3) *****

CHECK APPROPRIATE SPACE:

- INDIVIDUAL
 PARTNERSHIP
 CORPORATION / LLC
 SOLE PROPRIETORSHIP

Customs Bond No: _____ ***** (2) ***** _____

KWE LOC _____ Cust Code _____

***** (4) *****

C-TPAT STATUS

- Yes, I am a C-TPAT member
SVI No. _____
 No, I am not a C-TPAT member

**YOU MUST USE CAPS LOCK TO
COMPLETE THIS FORM**

Know all men by these presents: That,

******* (5) *******

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ ***** (6) ***** or a _____ ***** (7) *****

doing business as _____ ***** (8) ***** residing at _____ ***** (9) *****

having an office and place of business at _____ ******* (10) *******

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and in all Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, security filing or other document required by law or regulation in connection with the importation, transportation or exportation of any merchandise shipped or consigned by or to said grantor, to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any customs district;

To sign, seal and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and

accepted under applicable laws and regulations, consignees and owner's declarations provided for in Section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other customs brokers to act as grantor's agent; to receive, endorse and collect checks issued for customs duty refunds in grantor's name, drawn on the Treasurer of the United States; if the grantor is a non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest under Section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until ***** (11) ***** or until notice of revocation, in writing is duly given and received by a District Director Of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____ ******* (12) *******

has caused these presents to be sealed and signed: (Signature) _____ ******* (13) *******

Capacity _____ ******* (14) ******* Print Name _____ ******* (15) ******* Date _____ ***** (16) *****

Witness: _____ ******* (17) *******

(Corporate Seal - Optional)

Please Note

1. If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes or other debts owed customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
2. Grantor certifies they have the Right to Make Entry and waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
4. The signatory hereby acknowledges having received a copy of KWE's Terms and Conditions document

Customs Power of Attorney
And Acknowledgment of Terms and Conditions



KWE Customs Brokerage Headquarters and Compliance
18450 S. Wilmington Avenue, Rancho Dominguez, CA 90220

To: KWE Import Client

- A. Please fill out the attached power of attorney form following the instructions below. Pursuant to U.S. Customs Regulations, KWE cannot begin the Customs Brokerage process until correctly executed Power of Attorney is received in our office.
- B. **Return the completed and signed Customs Power of Attorney and all credit documents to the KWE Branch.** KWE will activate your account in our Customs ABI system within 24 hours of receipt. A POA faxed by the principal directly to this fax number qualifies as an original documents and clients are no longer required to forward hard-copy documents by post or courier (Customs Ruling HQ 115616).
- C. Thank you for your time in this matter and please do not hesitate to contact us if there is a question.

INSTRUCTIONS FOR COMPLETING A POWER OF ATTORNEY

(The numbers below correspond to the field numbers of the attached Sample Power of Attorney)

- 1) Partnerships, Corporations and Sole Proprietorships enter their IRS Tax I.D. number. Individuals or Sole Proprietors without a tax I.D. number enter their Social Security number.
- 2) If you have a Continuous Surety Bond with Customs, enter the number here. If you are not sure or do not know the number, leave blank.
- 3) Check appropriate space. If a limited partnership, Customs Regulations require that you provide a copy of the partnership agreement as an addendum to this power of attorney.
- 4) Check appropriate space to indicate your C-TPAT status. If you are a C-TPAT member, please provide your SVI number here.
- 5) Full name of individual, or if a partnership, full name of **all partners**. If a limited partnership, the firm name and names of **all general partners**. Attach as addendum, if necessary. For corporations, the full name as it appears on corporate records. Unincorporated divisions of a corporation should enter the name of the incorporated parent here.
- 6) Partnerships and individuals leave blank. Corporations enter the name of state, province or foreign country of incorporation.
- 7) Complete as Individual, Partnership, Sole Proprietorship or Unincorporated Association. Corporations should leave blank.
- 8) Fictitious name, complete with trade name or fictitious business name you are operating under (DBA for Sole Proprietorship, trade name of incorporated division, etc.)
- 9) For individuals only, your place of residence.
- 10) For all others, your business address.
- 11) If desired, enter an expiration date. Leaving this field blank requires formal notice of revocation
- 12) The name of the grantor(s). For a partnership, either the names of each of the general partners or the partnership name, if registered to do business under that name with the state. For individuals, enter your name.
- 13) **Signature of the person executing the power of attorney (digital signatures are not acceptable). For partnerships, any of the general partners can sign. For corporations, the signatory must be an corporate officer, either President, Vice-President, Corporate Secretary, Corporate Treasurer, CFO, CEO, or COO of said corporation. Individuals signing in any other capacity must provide a copy of the applicable pages from the articles of incorporation, power of attorney issued by a corporate or other proof demonstrating that the signatory has the authority to sign power of attorney on the corporation's behalf. Call us if you are unsure if you can properly sign this power of attorney. Please print your name after your signature.**
- 14) Capacity of person signing the power of attorney (Individual, Owner, Partner or Corporate Title)
- 15) Printed name of the person who signed the Power of Attorney
- 16) Date the Power of Attorney was signed
- 17) Signature of the person who witnessed the Power of Attorney being signed (optional)

Please Note

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- 3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
- 4. The signatory hereby acknowledges having received a copy of KWE's Terms and Conditions document

Customs Power of Attorney
And Acknowledgment of Terms and Conditions

**YOU MUST USE CAPS LOCK
TO COMPLETE THIS FORM**

CHECK APPROPRIATE SPACE:

INDIVIDUAL
 PARTNERSHIP
 CORPORATION / LLC
 SOLE PROPRIETORSHIP

Federal Tax ID (EIN) Number: _____

Customs Bond No: _____

KWE LOC _____ Cust Code _____

C-TPAT STATUS

Yes, I am a C-TPAT member
SVI No. _____
 No, I am not a C-TPAT member

Know all men by these presents: That,

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ or a _____

doing business as _____ residing at _____

having an office and place of business at _____

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and in all Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, security filing or other document required by law or regulation in connection with the importation, transportation or exportation of any merchandise shipped or consigned by or to said grantor, to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any customs district;

To sign, seal and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and

accepted under applicable laws and regulations, consignees and owner's declarations provided for in Section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other customs brokers to act as grantor's agent; to receive, endorse and collect checks issued for customs duty refunds in grantor's name, drawn on the Treasurer of the United States; if the grantor is a non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest under Section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until _____ or until notice of revocation, in writing is duly given and received by a District Director Of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____

has caused these presents to be sealed and signed: (Signature) _____

Capacity _____ Print Name _____ Date _____

Witness: _____

(Corporate Seal - Optional)

Please Note

1. If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes or other debts owed customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
2. Grantor certifies they have the Right to Make Entry waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
4. The signatory hereby acknowledges having received a copy of KWE's Terms and Conditions document

Kintetsu World Express (U.S.A.), Inc.

Service/Repayment Agreement

The undersigned client agrees to engage Kintetsu World Express (U.S.A.), Inc. (hereinafter called "KWE") in its capacity as Foreign Freight Forwarder, Customs Broker and/or shipper's agent under the terms and conditions set forth.

- 1.01 KWE, upon receipt of complete shipping documents, or client's written or oral request, will perform the normal and customary functions of a Customs Broker, Foreign Freight Forwarder, or shipper's agent as the case may be, on behalf of client.
- 1.02 In performing such services, KWE may, at its election, disburse funds in payment of Customs duties, service bonds, carrier's charges and other normal and customary expenses incurred in performing its services. KWE may also require payment of a deposit before undertaking or continuing any services or advances, or may at any time refuse to undertake or continue to perform services or make advances without prior payment.
- 1.03 In consideration for KWE's performing services on behalf of client, including any advancement of funds, client agrees to pay for KWE's services, and anticipated advances, prior to KWE's performing services or advancing funds unless client has established credit as stated in 1.06.
- 1.04 If payment is not timely made as provided, any other unpaid accounts with KWE may, at its option, be declared and become fully due and payable immediately.
- 1.05 In the event of any default in payment due from client, client agrees to pay reasonable collection costs and in the event the account is referred to any attorney for enforcement of collection, to pay reasonable attorney's fees and costs.
- 1.06 If the client qualifies for credit, client agrees to pay the total shown on KWE's invoice upon receipt by the client. Unpaid balances will be deemed delinquent after 10 days and subject to an annual finance charge of 5%, computed and invoiced on a monthly basis.
- 1.07 Client warrants and represents that the information given on this application is true and correct.
- 1.08 Client grants KWE a security interest in any property of client which is, has been, or will be KWE's possession or control, until full payment is made on any unpaid balance client owes KWE, and authorizes KWE to retain the property, or stop it in transit, to secure full payment.
- 1.09 This agreement shall be a continuing agreement, but may be terminated at any time by client or KWE, upon reasonable written notice.
- 1.10 Client further agrees that this agreement is to be governed by the laws of the State of _____ and that at the option of KWE, the venue of any suit brought to enforce this agreement be laid in _____.
- 1.11 Client agrees that all business handled by KWE is under the National Customs Brokers & Forwarders Association of America, Inc. Terms and Conditions of Service, available upon request.
- 1.12 Client agrees to pay KWE a negotiated percentage of any duty recoveries pertaining to protests to obtain duty refunds, subject to \$25.00 minimum.
- 1.13 Client acknowledges that KWE may contact references and obtain credit reporting or similar information to verify credit standing.
- 1.14 Other mutually agreed repayment terms are as follows, superseding all of Section 1.06 except the finance charge issue:

- 1.15 In the event clients check is returned "insufficient funds" client agrees to pay a \$25.00 insufficient funds fee, (per check).

DATE APPROVED AND ACCEPTED: _____

DATE APPROVED AND ACCEPTED: _____

CLIENT: _____

KINTETSU WORLD EXPRESS (U.S.A.), INC.

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____



Kintetsu World Express (U.S.A.), Inc.
Credit Application

Please complete the information below or attach Company credit information sheet.

DATE: _____

COMPANY NAME: _____ D&B #: _____

BUSINESS ADDRESS: _____ CITY: _____ STATE: _____

ZIP CODE: _____ TELEPHONE #: _____ FAX #: _____

CHECK ONE
_____ CORPORATION _____ SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ LLC

FEDERAL TAX ID NUMBER (OR) SOCIAL SECURITY NUMBER: _____

PRIMARY CONTACT PERSON: _____ TITLE: _____

CORPORATE PRESIDENT: _____ PARTNER: _____ SS#: _____

CORPORATE SECRETARY: _____ PARTNER: _____ SS#: _____

CORPORATE TREASURER: _____ PARTNER: _____ SS#: _____

BANK REFERENCE:

BANK NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ACCOUNT #: _____ ACCOUNT #: _____ ACCOUNT #: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

CREDIT REFERENCES:

1) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

2) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

3) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

kintetsu world express (U.S.A.), Inc.



If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes or other debts owed customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs Service," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.

As KWE processes shipments on your behalf, KWE will issue invoices at the time all "regular" charges (collect freight charges, estimated Customs duties, estimated delivery charges, KWE service fees, etc...) are known. Unless otherwise negotiated, **KWE will not hold invoices pending the arrival of vessels, or those pending Customs clearance.** Should there be any additional or irregular charges (such as an exam fees, storage, etc...) after the original invoice is issued, we will send a supplemental invoice to you with all appropriate back up attached.

Consistent with Customs programs relating to the payment of estimated duties and taxes, clients will have the option of choosing one of three methods of duty processing for their shipments. Please check the field to indicate your preferred Customs duty payment option:

_____ **Option 1 – KWE Advances all estimated duty payments**
Clients that wish KWE to advance all duties on their behalf will be assessed a 2% duty – cash advance fee against any shipment with duty and fees exceeding \$100.00 per entry. The cash advance fee will be shown as a separate line item on our service invoice for all charges incurred. Shipments with duty and fee advances of less than \$100 per shipment will not be assessed this fee.

_____ **Option 2 – Duty Paid Direct by Importer**
Clients can avoid the 2% duty advance fee by electing to either provide a check made payable to U.S. Customs & Border Protection for each shipment or by establish their own individual **ACH Duty Payment** account whereby KWE will continue to perform the Customs clearance; however payment of estimated duties will be made to Customs directly by the client. This payment process can also be combined with the **Periodic Monthly Statement** processing program where payment of estimated Customs duty made by the client is deferred up to the 15th business day of the next calendar month after the shipment is released.

_____ **Option 3 – Broker PMS Program (Requires an additional form be completed)**
Clients can also avoid the 2% duty advance fee by authorizing KWE to participate in the **Broker Periodic Monthly Statement** processing where by KWE will continue to perform the Customs clearances. Under this payment option, deferred payment of estimated duties will be made from KWE's own ACH account.

Clients that exceed their credit terms or limits will be subject to the 2% cash advance fee against current shipments (regardless of their preferred payment method) until their accounts are brought current and outstanding balances will be subject to a 0.5% per month fee as provided in our Service Repayment Agreement.

At this time we ask that you please complete the above by noting which duty option you wish KWE to perform on your behalf, sign below where indicated and then return this form to your local KWE branch for processing. KWE will assist clients (free of charge) that wish to establish their own ACH Payer Account or wishing to participate in the Periodic Monthly Statement program. If no option is checked or if this form is not returned, you will automatically be set up for option 1.

Company Name

Date

Signature

Printed Name & Title



Periodic Monthly Statement Authorization Sheet

Is your company an active ACE Portal participant:

Yes _____ No _____

Is your company an active C-TPAT participant:

Yes _____ No _____

SVI# _____

Customs Account Manager Contact Information (If applicable):

Name: _____

Email: _____

Please indicate the company EIN or IRS (#'s) authorized for participation in the Periodic Monthly Statement Duty Deferral program

Company Name: _____

Company EIN/IRS#(S): _____

Please consider the completion of this periodic monthly statement authorization sheet as Kintetsu World Express' authorization to enroll the above listed company & associated IRS/EIN in the Periodic Monthly Statement Duty Deferral program under a "Payment Type 6 – Broker Statement".

Company Name: _____

Title: _____

Printed Name: _____

Signature: _____ Date: _____

Please return completed authorization form by email attachment to
Customs_Compliance_Group@am.kwe.com

National Customs Brokers & Forwarders Association

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions. "Company" shall mean Kintetsu World Express (U.S.A. Inc., and its family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., (a) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
 - (b) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
 - (c) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
 - (d) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".
2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.
3. Limitation of Actions.
 - (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within 30 of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
 - (b) All suits against Company must be filed and properly served on Company as follows:
 - (i) For claims arising out of ocean transportation, within 30 days from the date of the loss;
 - (ii) For claims arising out of brokering domestic motor carrier transportation, within 30 days from the date of loss;
 - (iii) For claims arising out of air transportation, within 30 days from the date of the loss;
 - (iv) For claims arising out of the preparation and/or submission of an import entry(s), within 30 days from the date of liquidation of the entry(s);
 - (v) For any and all other claims of any other type, within 30 days from the date of the loss or damage.
4. No Liability for The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.
6. Reliance on Information Furnished.
 - (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;
 - (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
 - (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.
 - (d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.
7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.
9. Disclaimers; Limitation of Liability.
 - (a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services;
 - (b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
 - (c) In all events, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs business, \$ Insert applicable amount per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," \$ Insert applicable amount per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
 - (d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.
 - (e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.
11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.
12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.
13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at Insert percentage % per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.
14. General Lien and Right To Sell Customer's Property.
 - (a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.
 - (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
 - (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.
16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
17. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.
18. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
20. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
21. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.
22. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
23. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of State without giving consideration to principles of conflict of law. Customer and Company:
 - (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of state ;
 - (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
 - (c) consent to the exercise of in personam jurisdiction by said courts over it, and
 - (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.