



Customer Account Number Request

Please fill in all information requested and fax form to 903-342-6207. Form can be emailed to customs@teamww.com. Account number for customer will be assigned upon receipt. Please be sure to complete all required fields to help expedite this request.

Date: _____ USCBP Importer #: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____ IRS/EIN/SS#: _____

A/P Contact: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

ACH Approved? _____ ACH PIN: _____

Power of Attorney Completed? _____ Other Gov. Agency Req'd: _____

U.S. DEPARTMENT OF HOMELAND SECURITY
Bureau of Customs and Border Protection

ACH APPLICATION

Bureau of Customs and Border Protection Automated Clearinghouse Daily Statement Payment Program (This application will be used to communicate account information to Mellon Bank)

Date: _____

Action to be Taken: Add Change Delete

Current ACH Payer Unit Number: _____ Requested Effective Date: _____
(Effective date should be at least 2 business days in the future)

Payer Company Name: _____

Payer Company Address: _____

Payer Contact Name: _____

Payer Telephone: _____ FAX: _____

Importer Number: (Include suffix) _____ OR 3 digit filer code: _____

Bank Name: _____

Bank must be a National Automated Clearinghouse Association (NACHA) participant.

ACH Bank Transit Routing Number _____ ACH Bank Account Number _____

To ensure the accuracy of the account information, it is requested that written verification (obtained from your bank) be completed and accompanies this application. The ACH payer will be responsible for defaults, which result from incomplete or erroneous account information when written verification is not submitted and certified by bank personnel. Please verify that the bank transit routing and account numbers on the ACH application and verification from your bank match before sending to the Accounting Services Division.

The payer unit number assigned for your ACH account is valid for any broker who files entries on your behalf. Please list one broker on the line below.

Name of CBP Broker/Filer: _____ 3 digit filer code: _____

Contact Name: _____ Telephone: _____

CBP ABI Client Representative of CBP Broker/Filer: _____

Name of Authorizing Company Official
(Please type or print)

Signature of Authorizing Company Official

This application may be faxed, mailed or e-mailed to the ACH Coordinator at:

Bureau of Customs and Border Protection
ACH Applications/Billings Section
6026 Lakeside Blvd.
Indianapolis, IN 46278

Telephone: (317) 298-1200 Ext. 1098
FAX: (317) 298-1259
E-mail ACH-Customs@customs.treas.gov

U.S. DEPARTMENT OF HOMELAND SECURITY
Bureau of Customs and Border Protection

AUTOMATED CLEARINGHOUSE CREDIT ENROLLMENT

19 CFR 24.26

(This form will be used to maintain point of contact information)

Please type or print information

Mark one: New Enrollee Change of Information

Date: _____

Payer Company Name: _____

Payer Company Address: _____

Payer Contact Name(s): _____

Payer Phone Number(s): _____ Fax: _____

Payer Identification Number: _____ Filer Code: _____
(Importer, Social Security or CBP Assigned Number) (3 Character Broker ID)

If your company uses multiple payer ID's or filer codes, provide the number/code that would be used most frequently in the ACH Credit process.

Name of Company Official

Signature of Company Official

The completed enrollment form should be faxed or mailed to:

Bureau of Customs and Border Protection
National Finance Center, Revenue Branch
6026 Lakeside Blvd.
Indianapolis, IN 46278

Fax: (317) 298-1379
Phone: (317) 614-4466

You must initiate a prenote, non-dollar amount (\$0), with addendum record transaction and you must notify the Bureau of Customs and Border Protection (CBP) of the date of the prenote. Once prenote transaction has been completed then CBP will assign an effective date to begin using your account for live transactions.

TO BE COMPLETED BY THE BUREAU OF CUSTOMS AND BORDER PROTECTION

Effective Date:	The effective date is the first date that the ACH Credit Payment may be originated.
_____ Name of CBP Official	_____ Signature of CBP Official

U.S. DEPARTMENT OF HOMELAND SECURITY
Bureau of Customs and Border Protection

OMB No. 1651-0050

CUSTOMS BOND

19 CFR Part 113

CBP USE ONLY	BOND NUMBER 1 (Assigned by CBP)
	FILE REFERENCE

In order to secure payment of any duty, tax or charge and compliance with law or regulation as a result of activity covered by any condition referenced below, we, the below named principal(s) and surety(ies), bind ourselves to the United States in the amount or amounts, as set forth below.

Execution Date

SECTION I--Select Single Transaction **OR** Continuous Bond (not both) and fill in the applicable blank spaces.

<input type="checkbox"/> SINGLE TRANSACTION BOND	Identification of transaction secured by this bond (e.g., entry no., seizure no., etc.)	Date of transaction	Port code
<input type="checkbox"/> CONTINUOUS BOND	Effective date	This bond remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amounts listed below for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the Customs Regulations.	

SECTION II-- This bond includes the following agreements. 2 (Check one box only, except that, 1a may be checked independently or with 1, and 3a may be checked independently or with 3. Line out all other parts of this section that are not used.

Activity Code	Activity Name and Customs Regulations in which conditions codified	Limit of Liability	Activity Code	Activity Name and Customs Regulations in which conditions codified	Limit of Liability
<input type="checkbox"/> 1	Importer or broker	113.62	<input type="checkbox"/> 5	Public Gauger.	113.67
<input type="checkbox"/> 1a	Drawback Payments Refunds	113.65	<input type="checkbox"/> 6	Wool & Fur Products Labeling Acts Importation (Single Entry Only)	113.68
<input type="checkbox"/> 2	Custodian of bonded merchandise. (Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators)	113.63	<input type="checkbox"/> 7	Bill of Lading (Single Entry Only)	113.69
<input type="checkbox"/> 3	International Carrier.	113.64	<input type="checkbox"/> 8	Detention of Copyrighted Material (Single Entry Only).	113.70
<input type="checkbox"/> 3a	Instruments of International Traffic	113.66	<input type="checkbox"/> 9	Neutrality (Single Entry Only)	113.71
<input type="checkbox"/> 4	Foreign Trade Zone Operator.	113.73	<input type="checkbox"/> 10	Court Costs for Condemned Goods (Single Entry Only)	113.72

SECTION III-- List below all tradenames or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP identification Number(s). 3 (If more space is needed, use Section III (Continuation) on back of form.)

Importer Number	Importer Name	Importer Number	Importer Name
Total number of importer names listed in Section III:			

Principal and surely agree that any charge against the bond under any of the listed names is as though it was made by the principal(s).

Principal and surety agree that they are bound to the same extent as if they executed a separate bond covering each set of conditions incorporated by reference to the Customs Regulations into this bond.

If the surety fails to appoint an agent under Title 6, United States Code, Section 7, surety consents to service on the Clerk of any United States District Court or the U.S. Court of International Trade, where suit is brought on this bond. That clerk is to send notice of the service to the surety at:

Mailing Address Requested by the Surety

PRINCIPAL 4	Name and Address	Importer No. 3	SEAL	
		SIGNATURE 5		
PRINCIPAL 4	Name and Address	Importer No. 3	SEAL	
		SIGNATURE 5		
SURETY 4, 6	Name and Address 6	Surety No. 7	SEAL	
		SIGNATURE 5		
SURETY 4, 6	Name and Address 6	Surety No. 7	SEAL	
		SIGNATURE 5		
SURETY AGENTS	Name 8	Identification No. 9	Name 8	Identification No. 9

Note: Turn carbons over before writing on back of form.

SECTION III (Continuation)

Importer Number	Importer Name	Importer Number	Importer Name

WITNESSES

Two witnesses are required to authenticate the signature of any person who signs as an individual or partner; however a witness may authenticate the signatures of both such non-corporate principals and sureties. No witness is needed to authenticate the signature of a corporate official or agent who signs for the corporation.

SIGNED, SEALED, and DELIVERED in the PRESENCE OF:

Name and Address of Witness for the Principal SIGNATURE:	Name and Address of Witness for the Surety SIGNATURE:
Name and Address of Witness for the Principal SIGNATURE:	Name and Address of Witness for the Surety SIGNATURE:

EXPLANATIONS AND FOOTNOTES

- | | |
|---|--|
| <ol style="list-style-type: none"> 1 The CBP Bond Number is a control number assigned by CBP to the bond contract when the bond is approved by an authorized CBP official. 2 For all bond coverage available and the language of the bond conditions refer to Part 113, subpart G, Customs Regulations. 3 The Importer Number is the CBP identification number filed pursuant to section 24.5, Customs Regulations. When the Internal Revenue Service employer identification number is used the two-digit suffix code must be shown. 4 If the principal or surety is a corporation, the name of the State in which incorporated must be shown. 5 See witness requirement above. | <ol style="list-style-type: none"> 6 Surety Name, if a corporation, shall be the company's name as it is spelled in the Surety Companies Annual List published in the Federal Register by the Department of the Treasury (Treasury Department Circular 570). 7 Surety Number is the three digit identification code assigned by CBP to a surety company at the time the surety company initially gives notice to CBP that the company will be writing CBP bonds. 8 Surety Agent is the individual granted a Corporate Surety Power of Attorney, CBP 5297, by the surety company executing the bond. 9 Agent Identification No. shall be the individual's Social Security number as shown on the Corporate Surety Power of Attorney, CBP 5297, filed by the surety granting such power of attorney. |
|---|--|

Paperwork Reduction Act Notice: The Paperwork Reduction Act says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. We ask for this information to carry out the Bureau of Customs and Border Protection laws and regulations of the United States. We need it to ensure that persons transacting business with CBP have the proper bond coverage to secure their transactions as required by law and regulation. Your response is required to enter into any transaction in which a bond is a prerequisite under the Tariff Act of 1930, as amended. The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to Bureau of Customs and Border Protection, Information Services Branch, Washington, DC 20229, and to the Office of Management and Budget, Paperwork Reduction Project (1651-0050), Washington, DC 20503.

Privacy Act Statement: The following notice is given pursuant to section 7(b) of the Privacy Act of 1974 (5 U.S.C. 552a). Furnishing the information of this form, including the Social Security Number, is mandatory. The primary use of the Social Security Number is to verify, in the CBP Automated System, at the time an agent submits a CBP bond for approval that the individual was granted a Corporate Surety Power of Attorney by the surety company. Section 7 of Act of July 30, 1947, chapter 390, 61 Stat. 646, authorizes the collection of this information.



CUSTOMS POWER OF ATTORNEY
DESIGNATION OF EXPORT FORWARDING AGENT
and
Acknowledgement of Terms and Conditions

- Individual
- Sole Proprietorship
- Partnership
- Corporation

IRS#: _____

KNOW ALL MEN BY THESE PRESENTS: That, _____ doing
 (Full name of person, partnership, corporation, or sole proprietorship) (Identity)

business as a _____ under the laws of the State of _____,
 (corporation, individual, sole proprietorship, partnership) (insert one)

residing or having a principal place of business at _____, hereby constitutes and appoints **Team Customs Brokerage, Inc.**, its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

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, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with entry of merchandise.

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;

Authorize other Customs Brokers duly licensed within the territory 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 nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, 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 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;

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution);

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agent's on grantor's behalf;

Grantor hereby acknowledges receipt of **Team Customs Brokerage, Inc.'s** terms and conditions.

IN WITNESS WHEREOF, the said _____
 (Full name of company)

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

(Capacity) _____ Date: _____

Witness: _____

(If you are the importer of record, payment to the broker will not relieve you of liability for U.S. 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. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.)

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY _____
COUNTY _____ SS:
STATE _____

On this _____ day of _____, 20____, personally appeared before me _____
residing at _____, personally known or sufficiently identified to me,
who certifies that _____ (is) (are) the individual (s) who executed the foregoing instrument and
acknowledge it to be _____ free act and deed

(Notary Public)

CORPORATE CERTIFICATION

(To be made by an officer of other than the one who executes the power of attorney)

I, _____, certify that I am the _____ of
_____, organized under the laws of the State of _____
that _____, who signed this power of attorney on behalf of the donor, is the
_____ of said corporation; and that said power of attorney was duly signed, and
attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of
Directors passed at a regular meeting held on the _____ day of _____, now in my possession or custody.
I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of
_____ this _____ day of _____ 20_____.

(Signature)

(Date)

CUSTOMS POWER OF ATTORNEY

Check appropriate:

- Individual
- Partnership
- Corporation
- Sole proprietorship

SECTION A

KNOW ALL MEN BY THESE PRESENTS: That, _____ Grantor, a corporation doing business
(Full name of person, partnership, corporation, or sole proprietorship) (identify)

under the laws of the State or Province of _____ having a principal place of business

at _____, or a _____ doing business

as _____ and located or residing at _____

hereby constitutes and appoints each of the following persons **Team Customs Brokerage, Inc.** 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 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, consignee's 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 nonresident of the United States, to accept service of process on behalf of the grantor:

And generally to transact at the customhouses in any district any and all customs business, including making, signing, and filing of protests 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 notice of revocation in writing is duly given. If the grantor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its execution.

IN WITNESS WHEREOF: I have hereunto set my hand at the City of _____.

DATE: _____ / 20_____. _____

(Signature)

TITLE: _____

(Name Printed)

SECTION B

CERTIFICATION BY NONRESIDENT CORPORATION

(TO BE MADE BY AN OFFICER OTHER THAN THE ONE WHO EXECUTED THE POWER OF ATTORNEY)

I, _____, CERTIFY THAT I AM THE _____

(NAME)

(TITLE)

OF _____, ORGANIZED UNDER THE LAWS OF THE PROVINCE OF _____

(NAME OF CORPORATION)

THAT _____, WHO SIGNED THE POWER OF ATTORNEY ON BEHALF OF THE CORPORATION, IS

(NAME OF SIGNER OF POWER OF ATTORNEY)

THE _____ OF SAID CORPORATION, AND THAT THE SIGNER WAS GIVEN THE AUTHORITY TO SIGN

(TITLE)

POWERS OF ATTORNEY ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AT THE CITY OF _____

(CITY IN WHICH CORPORATION IS LOCATED)

(DATE) _____ / 20_____. _____

(SIGNATURE)

SECTION C

TO BE COMPLETED ONLY IF THERE IS ONLY ONE OFFICER OF NON-RESIDENT CORPORATION

I, _____, CERTIFY THAT I A THE SOLE OFFICER AND/OR SHAREHOLDER

(NAME)

OF _____.

(DATE) _____, / _____.

(Signature)

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 CBP) IN THE EVENT THE CHARGES ARE NOT PAID BY THE BROKER. THEREFORE, IF YOU PAY BY CHECK, CBP CHARGES MAY BE PAID WITH A SEPARATE CHECK PAYABLE TO THE "U.S. CUSTOMS AND BORDER PROTECTION" WHICH SHALL BE DELIVERED TO CBP BY THE BROKER.

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

- a) "Company" shall mean Team Customs Brokerage, Inc. its subsidiaries, related companies, agents and/or representatives;
- b) "Customer" shall mean the person for which the Company is rendering service, as well as its 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;**
- c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier";
- e) "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, delivery, 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 documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitation of Actions.

- a) Unless subject to a specific statute or international conventions, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days 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 one (1) year from the date of loss
 - II. For claims arising out of air transportation, within two (2) years from the date of loss
 - III. For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
 - IV. For any and all other claims of any other type, within two (2) years 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 was 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 action(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 Customer.

6. Reliance On Information Furnished.

- a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Bureau of Customs and Border Protection, other Government Agency(s) and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or third party, 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 insure 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 or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information as required to import, export or enter goods.

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 herein, Company makes no express or implied warranties in connection with its services;
- b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of an injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
 - I. Where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - II. Where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- e) 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.

- 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. It is the Company's policy to not extend payment of duties or freight charges without prior written approval as noted above; therefore, the company reserves the right to charge a fee of \$25.00 or 2% whichever is greater for any outlays of funds.
- 11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customer's merchandise and/or any conduct of the Customer, 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, suffering or requirement 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 have no 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 15% 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.**
- Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
 - 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 exercise of such lien.
 - 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 had 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. 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.
- 18. 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.
- 19. 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.
- 20. 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 Texas without giving consideration to principals of conflict of law.

Customer and Company

- Irrevocably consent to the jurisdiction of the United States District Court and the State of Texas;
- Agree that any action relating to the services performed by Company, shall only be brought in said courts;
- Consent to the exercise of *in personam* jurisdiction by said courts over it, and
- Further agree that any action to enforce a judgment may be instituted in any jurisdiction.