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San Mateo, CA 94402
Office: 650-315-2968
Email: hello@elleoglobal.com

New Importer Packet

Dear Importer:

Thank you for choosing Elleo Global as your trusted Customs Brokerage. We are committed to assisting you in navigating the customs clearance process as efficiently as we can.

In this document, you will find all necessary forms and information about getting started with your import process.

Below you will find:

- 1) [POA Instructions, Verification Requirements & Power of Attorney Form](#)
- 2) [ISF \(10+2\) Form](#)
- 3) [Continuous Bond Application](#)
- 4) [CBP - ACH Debit Application](#)
- 5) [Information regarding PMS \(Periodic Monthly Statement\)](#)
- 6) [Elleo Global Terms & Conditions of Services](#)

Please find below a detailed explanation of all the forms provided and do not hesitate to contact us if you have any questions.

- 1) A **POA** is a legal document authorizing an entity or a person to act as the attorney or agent of the grantor. Elleo Global requires that all clients provide a valid POA so that we may transact U.S. Customs Business on our client's behalf as required by Customs law and regulations.
- 2) What is **ISF** (10+2)?
On January 26, 2009, a new regulation titled Importer Security Filing and Additional Carrier Requirements (commonly known as "10+2") went into effect. This rule applies to all import cargo arriving to the United States by ocean. Failure to comply could ultimately result in monetary penalties, increased inspections, and delay of cargo by U.S. Customs and Border Protection (CBP). It is now required that all ISF must be filed with U.S. Customs at least 24 hours prior to the cargo being loaded on board the exporting vessel with an U.S. destination port. Our ISF form contains all information needed to accurately submit the importer's ISF. CBP may impose a maximum penalty of \$5,000 per violation for failure to comply.
- 3) What is **Customs Bond**?
CBP requires the filing of a Customs bond for merchandise imported into the U.S. that are valued over \$2,500. There two types of Customs bonds available:
 - (1) Single Transaction Bonds and
 - (2) Continuous Bonds.A **Single** Transaction Bond (STB) is valid for only one transaction. The amount of the bond is based on the type of merchandise, the value of the shipment and the duties associated with the merchandise.
A **Continuous** Bond (application included) is good for one year and it must be filed in an amount equal to 10% of the estimated duties and taxes to be paid. The continuous bond value is \$50,000.
- 4) CBP **ACH** Debit Payment Application:
To facilitate the payment process for customs duty and fees, the CBP Automated Clearinghouse (ACH) enables direct payments from importers through the ACH system to pay for their entry's customs duties and fees.
- 5) Periodic Monthly Statement (**PMS**) Program:
The PMS program offered by CBP allows importers to pay for the customs duty and fees as late as the 15th working day of the following month. May Importers take advantage of PMS as it will allow more time to pay customs duty. As part of the registration, we will help importers with the application to join the PMS program.
- 6) Elleo Global Terms & Conditions of Services, please review it carefully and initial.

POA Instructions and Verification Requirements

Follow these easy steps to complete this Power of Attorney (POA):

Proceed to Form >>

(1) Enter EIN or SSN

Company EIN# (Federal ID Number) or Personal SSN# (Social Security Number)

Foreign Entities: Please provide your Customs Assigned Number (CAN) – Contact us if you need a CAN.

(Proof of EIN number or SSN may be required)

(2) Enter Importer of Record Name

Print the full name of individual, partnership, corporation, sole proprietorship, or LLC. If the company is a partnership or LLC, per 19 CFR 141.39(a)(2), list the names of all partner's and submit a copy of the partnership agreement.

(3) Enter Company DBA (doing business as) name, if applicable.

(Proof of DBA Certificate is required)

(4) Enter the State where the business is incorporated.

(5) Enter Business Address

Print the full valid physical address of the individual, partnership, corporation, sole proprietorship, or LLC.

P.O. Box is not acceptable.

- Individuals and Sole Proprietorships: Enter the legal residence of the person named in (2)
- Corporations and Partnerships: Enter primary or corporate business address.

(6) Enter Signer's Email Address

(7) Enter Signer's Name (Print the name of the person duly authorized to execute the POA)

Who can execute the POA?

Corporation: Corporate officer empowered to grant POA on behalf of the corporation, if other than a corporate officer, a Delegation of Authority must accompany the POA

Partnership: Any partner authorized to execute POA. POA's for Partnerships and Limited Partnerships or LLP's must be accompanied by a copy of the partnership agreement.

Limited Liability Company (LLC): Designated Member, Managing Member or the Designated Person, a Delegation of Authority must accompany the POA.

Individual or Sole Proprietorship: The person named in (2) above.

(8) Signer's Signature

Who can sign? Owner, President, Vice President/Asst. VP, Treasurer, Asst. Treasurer, CEO, COO, CFO, CIO or Chairman of the Board. If LLC = Member. If LLP/LP or Partnership = Partner

Director, General Manager and Controller are not acceptable, but are common mistakes.

(9) Signer's Title/Capacity

Capacity/Title of the person signing the POA

(10) Date

Fill in the date the POA is signed. Note: this date is a confirmation of the effective date.

Additional Notes: Proof of EIN number (or SSN) is required unless the Importer of Record has a Continuous Bond on file with CBP. If you need a list of acceptable documents for EIN/SSN proof, please contact our office.

Please note the following documents are required, in addition to a properly executed POA, should be received for identification and company verification:

- Individuals: Social Security and Passport OR Social Security Card and proof of Immigration status
- Partnership: Partnership agreement
- Foreign Importers: Corporate Certification and U.S. recipient/consignee information (U.S. address and EIN#)



(Updated: March 2024)

CUSTOMS POWER OF ATTORNEY
and Acknowledgement of Terms and Condition of Service

Check appropriate box: Individual Partnership Corporation Sole Proprietorship LLC Others

* (1) EIN or SSN# [] **or** (1) Customs Assigned # (CAIN) []

KNOWN ALL MEN BY THESE PRESENTS: That, *(2) []

doing business as (DBA) (3) [] *(4) under the laws of the State of: []

residing or having a place of business at *(5) []

receiving electronic communications at *(6) [] hereby constitutes and

appoints **ELLEO GLOBAL, INC.**, its officers, employees, successors 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, including the customs territory of 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, 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 or statements in connection with the 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, unlading, 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 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, including the waiver of confidentiality requirements to conduct same.

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);

Grantor acknowledges receipt of Elleo Global, Inc. Terms and Conditions of Service governing all transactions between the Parties. The Terms and Conditions of Service is found attached to this form and on our website.

If the grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

Sufficiency of any electronic or other signature below shall be construed according to the laws of the State of CA.

Per 19CFR 111.29(b)(1) - If you are the importer of record, payment to the broker **will not** relieve you of liability for U.S. Customs and Border Protection (CBP) charges (duties, taxes or other debts owed to 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. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

IN WITNESS WHEREOF, the said *(7) []

has caused these presents to be sealed and signed: *(8) (Signature) []

Capacity/Title *(9) [] Date: *(10) []

WITNESS: (if required) []

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY []
COUNTY []
STATE [] } SS: []

On [] 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) Signature and Seal

CORPORATE CERTIFICATION

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

I, [], certify that I am the []
of, [] organized by 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 on 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 [], 20[], 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
and was executed in accordance with the laws of the State or Country of Incorporation.

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: []

(Corporate Seal)

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate place.



Importer Security Filing (ISF) 10+2

Seller: Name and address of the last known entity by whom the goods are sold or agreed to be sold

Manufacturer or supplier: Name and address of entity that last manufacture, assembles, produces, or grow the commodity or the name and address of party supplying the finished goods in the country from which the goods are leaving.

Buyer: Name and address of the last known entity to whom the goods are sold or are agreed to be sold.

Ship to party: Name and address of the first deliver to party scheduled to physically receive the goods after the goods have been released from customs.

Consolidator: Name and address of the party who stuffed the container or arranged for the stuffing of the container.

Container stuffing location: Name and Address of physical locations(s) where the goods were stuffed into the container.

Importer of record Number/Foreign trade zone applicant ID number: Internal Revenue Service (IRS) number, Employer ID number (EIN), Social Security Number (SSN).

Consignee Number(s): Internal Revenue Service (IRS) number, Employer ID number (EIN), Social Security Number (SSN) CBP assigned number of individuals or firms in the USA whose account the merchandise was shipped.

Country of origin: Country of manufacture, production, or growth of article, based on import laws, rules of the USA.

Commodity Harmonized Tariff Schedule (HTS) number: Duty or statistical reporting number under which the article is classified in the Harmonized Tariff Schedule of the USA. the HTSUS number must be provided to the 6-digit level.

Data must be transmitted 24 hours prior to the cargo loading the vessel in the origin port. CST must receive the information no later than 72 hours prior to the vessel loading,

<p>1. Country of Origin:</p>	<p>Expected Load Date:</p>
<p>2. Importer:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Importer Federal Tax#: _____</p>	<p>3. Consignee:</p> <p>Name: _____</p> <p>Address (if other than importer): _____</p> <p>Consignee Federal Tax#: _____</p>
<p>AMS#:</p>	<p>Master Bill of Lading #:</p>
<p>4. Seller:</p> <p><input type="checkbox"/> Check box if Seller is provided on the attached commercial invoice</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>	<p>5. Buyer:</p> <p><input type="checkbox"/> Check box if Buyer to party is provided on the attached commercial invoice</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>
<p>6. Manufacturer:</p> <p><input type="checkbox"/> Check box if Manufacturer is provided on the attached commercial invoice</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>	<p>7. Ship to party:</p> <p><input type="checkbox"/> Check box if Ship to party is provided on the attached commercial invoice</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>
<p>8. Classification:</p> <p>HTS#: _____ Origin: _____</p> <p>HTS#: _____ Origin: _____</p>	<p>HTS#: _____ Origin: _____</p> <p>HTS#: _____ Origin: _____</p>
<p>9. Container Stuffing Location</p> <p><input type="checkbox"/> Check box if stuffed at seller's premises.</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>	<p>10. Consolidator</p> <p><input type="checkbox"/> Check box if stuffed at seller's premises.</p> <p>Name: _____</p> <p>Street Address: _____</p> <p>City: _____ Province/State: _____</p> <p>Postal Code: _____ Country: _____</p>

Signature of Importer

Title of person signing

Date



Continuous CBP Bond Application

CHB Name: ELLEO GLOBAL, INC. (83D) Imp No/Tax ID/SS #/CBP Assigned No: _____

Principal Name: _____

DBA: _____

Business Type: Corporation / LLC (State of Incorporation: _____) / Partnership / Proprietorship / Individual

If Partnership, indicate if: General Add sheet with a complete listing of all partners
Limited Attach a copy of the complete partnership agreement

If Proprietorship, indicate name of Sole Proprietor: _____

Co-Principals / Users: Yes No (If yes, add sheet with Name, Imp No/Tax ID/SS #/CBP Assigned No and Address)

Physical Address: _____

City/State/Zip Code: _____

Mailing Address: _____

City/State/Zip Code: _____

Phone: _____ Years in Business: _____

Activity Code: 1 – Import (see below) 3a – Instruments of Intl Traffic 14 – In-Bond Export Consolidation
 1a – Drawback 4 – Foreign Trade Zone 15 – Intellectual Property Rights
 2 – Custodial (see below) 5 – Public Gauger 16 – ISF
 3 – Intl Carrier (see below) 11 – Airport Security (see below) 17 – Marine Terminal Operator

Bond Amount: _____ Effective Date Requested: _____

Is a current bond on file (same activity code)? Yes No
Has termination been sent on current bond? Yes No If yes, termination date: _____
Has any Surety ever suffered a loss on Principal's behalf? Yes No
Has Principal ever been placed on sanctions with CBP? Yes No

For Activity Code 1 – Import Bonds only, please fill out below:

Description of merchandise to be imported: _____

Country(ies) of Origin: _____

Is merchandise subject to antidumping/countervailing duties? Yes No
Does the Importer require a Reconciliation Rider? Yes No

	Previous 12 Months	Estimated For Next 12 Months
Value of Merchandise:	_____	_____
Estimated Duties, Taxes & Fees:	_____	_____
Number of Entries:	_____	_____

For Activity Code 2 – Custodial Bonds or Activity Code 3 – Intl Carrier Bonds only, please fill out below:

Activities to be conducted: _____

If a Carrier, provide SCAC: _____ If a Warehouse, Centralized Examination Station (CES), or Container Freight Station (CFS), provide FIRMS code: _____

For Airport Security only, please fill out below:

List Airport(s): _____

Certification

I certify that the factual information contained in this application is true and accurate and any information provided which is based upon estimates is based upon the best information available on the date of this application.

Signature of officer or attorney-in-fact _____

Date _____

Printed name and title _____

ACH DEBIT APPLICATION

U.S. Customs and Border Protection Automated Clearinghouse Daily Statement Payment Program
(This application will be used to communicate account information to Federal Reserve Bank of Cleveland)

Add
Action to be Taken: Change Effective Date: _____ Current Payer Unit Number: _____
(Effective date should be at least 3 business days in the future)

Delete Effective Date: _____ Current Payer Unit Number: _____

Payer Information

Payer Importer Number **OR** 3 digit filer code: _____
(Include Suffix)

Payer Company Name: _____

Payer Company Address: _____

Payer City, State Zip: _____

Payer Contact Name: _____

Payer Email Address: _____

Payer Telephone: _____ FAX: _____
(Enter country code if applicable) (Enter country code if applicable)

Name of Authorizing Company Official (Please type or print) _____ Signature of Authorizing Company Official _____

Banking Information

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

Bank Name: _____ Address: _____

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 accompany 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 ensure that the bank transit routing and account numbers on the ACH application have been verified by your bank before sending to the Revenue Division.

Broker/Filer Information

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

Contact Name: _____ Telephone: _____ Fax: _____

ABI Representative of Customs Broker/Filer: _____

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

Revenue Division Telephone: (317) 298-1200 Ext. 1098
ACH Debit Applications FAX: (317) 298-1259
6650 Telecom Drive, Suite 100 Email: ACH-Customs@cbp.dhs.gov
Indianapolis, IN 46278

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0078. The estimated average time to complete this application is 5 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.



Participating in Periodic Monthly Statements

June 2022



U.S. Customs and
Border Protection



INTRODUCTION

Brokers and importers who are Automated Broker Interface (ABI) filers can pay designated Entry Summaries for a given month on one statement. Periodic Monthly Statements (PMS):

- Can be paid as late as the 15th working day of the following month.
- Shifts the payment process from a transaction-by-transaction process to an interest-free periodic monthly process.
- Provides additional flexibility to manage working capital required for duty payments.
- Streamlines accounting and reporting processes.
- Allows filers (including importers who are self-filers) to request separate PMS statements by port, or to request that U.S. Customs and Border Protection (CBP) consolidate Entry Summaries from separate ports onto a single national PMS statement.
- Allows brokers to pay on behalf of importers.
- Allows users to view the PMS as it is built during the month, using the Automated Commercial Environment (ACE).

Importers can only view PMS for IR numbers that are part of their Account List and approved for PMS.



NOTE: For directions on how to log into the ACE Secure Data Portal, visit the **ACE Training and Reference Guides** webpage at <https://www.cbp.gov/trade/ace/training-and-reference-guides#portal> and select the **Account – Initial Access** hyperlink.

HOW TO SIGN UP FOR PMS

1. Participate with an existing ACE account and request PMS processing. This allows you to manage your own CBP account in ACE and customize your reports

OR

2. Participate with a Non-ACE Account through your broker, who has an ACE account.
 - a. For Non-ACE Accounts, brokers continue to flag entry summaries for a statement and effect payment as they do today. Brokers can place eligible entry summaries for activated Non-ACE Accounts on a broker or importer statement.
 - b. As an importer, you will have your duties, taxes, and fees paid by your broker via your own Automated Clearing House (ACH) account or the broker's ACH account.

HOW TO KNOW YOUR ACCOUNT IS ACTIVATED FOR PMS

1. The account receives an email message from the CBP Revenue Division and/or their CBP Account Manager.

OR

2. Your broker will notify the account if the broker was the party who submitted the PMS participation request to CBP.



NOTE: If you do not receive confirmation from CBP within 10 business days, please resubmit your application.

HOW TO SIGN UP FOR PMS PARTICIPATION VIA EMAIL

1. In the **To** field, type *periodicstatement@cbp.dhs.gov*.
2. In the **Subject** field, type the following:
 - a. *Activation Request*
 - b. Your IR number
 - c. Your IR name



IMPORTANT: Applications for PMS must have the importer's IR number and name in the email's Subject field.

3. If applicable, type the email address of the Importer's CBP Account Manager in the **Cc** field.
4. In the email, indicate you are interested in participating in PMS, either with an ACE account or as a Non-ACE Account. Provide a list of the Importer of Record (IR) numbers you are requesting for PMS activation. If you have an ACE account, provide the ACE ID from the top account and all ACE IDs associated for the included IR numbers.
5. In the email, attach a scanned image of the CBP Form 5106 with *Periodic Monthly Statement Activation* written at the top.



NOTE: Do not include more than five CBP Forms 5106 in a single email.

To download CBP Form 5106, navigate to <https://www.cbp.gov/newsroom/publications/forms>, and type *5106* in the **Search by Title or the Form Number:** field. Select the **Apply** button, then select the **CBP Form 5106** hyperlink to display the pdf.

6. Select the **Send** button.

Elleo Global, Inc. Terms & 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.

- a) "Company" shall mean ELLEO GLOBAL, 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 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;
- 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 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 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 7 (seven) business 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 1 (one) year from the date of the loss; (ii) For claims arising out of brokering domestic motor carrier transportation, within 1 (one) year from the date of loss; (iii) For claims arising out of air transportation, within 1 (one) year from the date of the loss; (iv) For claims arising out of the preparation and/or submission of an import entry(s), within 30 (thirty) days from the date of liquidation of the entry(s); (v) For any and all other claims of any other type, within 2 (two) 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 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 parties in writing agree to the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements for handling or transportation of the shipment 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 titled 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, \$150 per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," \$150 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 **Initials**

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, costs, penalties and/or attorneys' fees arising from the importation or exportation of Customer's 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 or regulations, 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. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions the Company is required to take pursuant to customs regulations to report to CBP when the Company separates from or cancels representation of a Customer as a result of determining, in the Company's judgment, that the Customer is intentionally attempting to use the Company to defraud the U.S. Government or commit any criminal act against the U.S. Government.
- 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 5% 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.
 - a) 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.
 - b) 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) **No Duty To Serve as a Party to the Transaction.** Unless requested by Customer in writing and agreed to by an officer of the Company in writing, Company shall not be construed as a party to the Transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States or transactions in connection therewith.
- 19) **Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Customer or its agent shall supply to Company the marks necessary to identify the goods, the number of packages, the quantity, weight, and apparent condition of the goods. 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 on any bill of lading or shipping document the information supplied by Customer.
- 20) **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.
- 21) **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.
- 22) **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) breaches of cyber security including but not limited to cyber outages or attacks; (iii) war, hijacking, robbery, theft or terrorist activities; (iv) incidents or deteriorations to means of transportation, (v) embargoes, (vi) civil commotions or riots, (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (x) 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.
- 23) **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.
- 24) **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 California 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 California;
- 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.