

CONTINUOUS BOND APPLICATION

CLIENT INFORMATION

Company Name: _____

Address: _____

City, State Zip: _____

MAILING ADDRESS (IF DIFFERENT THAN ABOVE):

Address: _____

City, State Zip: _____

CONTACT INFORMATION

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

CHECK ONE:

____ Corporation

____ Partnership

____ Sole Proprietor

____ Individual

____ Limited Liability Co.

IMPORTER ID NUMBER: _____

(Federally Tax ID, Social Security #, or Customs Assigned #)

Last year value of imports: _____

Last year duties: _____

Next year estimated values: _____

Next year estimated duties: _____

Commodity	HTS Code	Country of Origin

State of Incorporation: _____

Bond Liability Required (Subject to \$50,000 minimum): _____

Is co-principle involved?

Any commodities subject to anti-dumping countervailing duties?

Has the Principal or any office or partner of the Principal ever been involved in a Customs fraud investigation?

Has the Principal or any office or partner of the Principal ever filed any form of bankruptcy?

Has the Principal ever lost immediate delivery privileges or been under Customs sanction?

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____



Vendor C-TPAT Questionnaire 2018



Date Questionnaire Completed:	Address:
Company Name:	Address:
Contact Person(s)(Name and Title):	
Signature:	Date:
Phone Number:	Email:
Form Auditor's Signature:	Date:
Questions	Comments
Please provide details where required. For example, #3, if you train, please advise details of that training. Forms to be completed annually.	
1. Is your company C-TPAT Certified? If no, all of the remaining questions must be completed.	
2. Is your company a member of any other security programs such as AEO, etc?	
3. Are employees educated or receive training on general security awareness?	
5. What functions are performed at your facility? What are your hours of operation?	
6. What is your vetting process for selecting business partners? Do you perform a annual audit on your vendors and suppliers?	
7. Is a 7-point container inspection process performed on all containers loaded or unloaded at your facility?	
8. Are all shipments bound for U.S. sealed with high security seals that meet PAS ISO 17712 Standards?	
9. What process does your company follow for tampered or damaged seals? Is there a written SOP documenting these procedures?	
10. What type of ID process is required for employees to access your facility?	
11. What type of ID process is required for visitors to access your facility? Are visitors required to sign a log or provide positive photo identification?	
12. What type of ID process is required for vendors to access for deliveries or pick-up? Are drivers required to show positive photo ID?	
13. Do you regularly perform background or previous employment checks for new hires? How often do you perform background checks on current employees?	
14. Are procedures in place to ensure that all documents are received accurately and in a timely manner from carriers/forwarders/suppliers?	
15. Is cargo checked against a Bill of Lading or other document to insure proper piece count, labels, weights, and measurements are correct?	
16. Are the appropriate agencies notified when suspicious or illegal activities are detected? Are all warehouse employees trained and aware of what do in case suspicious or illegal activities are detected?	
17. What type of property security is in place in order to protect the freight, facility, and employees?	
18. Is your facility enclosed by a fence and gate house? Are there guards on the property 24 hours a day?	



Vendor C-TPAT Questionnaire 2018



19. Is there employee parking? Is there visitor parking? Are parking areas monitored?	
20. Does your facility have lighting and/or cameras in all areas including the property and cargo handling areas?	
21. Is your property protected by an alarm or video surveillance? How often is it monitored, and who is your organization is responsible for monitoring?	
22. Does your company have a social compliance policy in place to combat the risks of child and forced labor in your operations and global supply chains? Have you vetted your suppliers to verify they do not use forced labor at their factories? Have you recently audited your suppliers to verify forced labor claims?	
23. What IT procedures are in place to ensure the safety of your computer server from hackings? How often are passwords changed?	

Purpose: As a validated member of the Customs-Trade Partnership against Terrorism (CTPAT) program, Future Forwarding Company is committed to securing the supply chain. A key element of the CTPAT membership is to ensure ALL business partners are CTPAT certified or be committed to maintaining the principles of CTPAT. If you are NOT a CTPAT member, this questionnaire must be completed and returned prior to doing business with Future Forwarding Company. Please call us if you have any questions about CTPAT requirements for vendors, including overseas vendors.

Additional C-TPAT information <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>



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

OMB APPROVAL NO. 1651-0078
EXPIRATION DATE 01/31/2021
ESTIMATED BURDEN 5 MIN

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)

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

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)

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: FUTURE FORWARDING COMPANY 3 digit filer code: AFJ
Contact Name: SHANNON WHITT Telephone: 404-608-0060 Fax: 404-608-0094
ABI Representative of Customs Broker/Filer: MARIE MCCANN/KELLY KNAPP

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.



FUTURE FORWARDING
DELIVERING QUALITY WORLDWIDE

Credit Application

For Office Use Only:

Approved

Denied

Amount

Approved _____

Signature _____

Date: _____

Agreed Terms: _____

rev 10/18

Business Contact Information									
Company name:					DBA:				
Registered company address:									
City:				State:			ZIP Code:		
Phone:			Fax:			E-mail:			
Date business commenced:			Fed ID. # (EIN)				Credit Limit requested:		
Sole proprietorship:		Partnership:		Corporation:		State of Inc.:		Other:	
D&B Number:			Have you ever filed bankruptcy or reorganization?				Date:		Emerged Date:
Business and Credit Information									
Bill to Name or Freight Payment Service:						Website:			
City:				State:			ZIP Code:		
Telephone:				Fax:					
Bank name:				Account number:					
Bank address:				Phone:		Contact:			
City:				State:			ZIP Code:		
President/CEO:					Email:				
Treasurer/Financial Officer:					Email:				
Operations Manager:					Email:				
Accounts Payable Contact:					Email:				

4380 International Parkway Suite C Atlanta, GA 30354 PH : 404-608-0060 FX : 404-608-0094

www.futureforwarding.com

Business transacted in accordance with
the NCBFAA Terms and Conditions.



Air
Freight



Ocean
Freight



Customs
Brokerage



eCommerce
Services



Domestic
Transportation



Compliance &
Consulting



Information
Technology

Thank you for shipping with Future Forwarding Company. We appreciate your business and want to provide the highest quality service at all times. Please be assured that while every effort is made to ensure safe delivery of your goods, sometimes loss and/or damage does occur.

Future Forwarding Company's role and what you will recover should a loss occur.

Shipping by Ocean

While Future Forwarding arranges for the transportation of your goods, by law, it is the carrier who bears responsibility for loss or damage to your freight. The carrier's liability for freight moving over the ocean is governed by the Carriage of Goods by Sea Act (COGSA). Under the terms of COGSA, the most you could recover from shipping lines in the event they are proven negligent is \$500 for each customary freight unit (CFU). Measurement of the CFU is widely defined, and it can vary from one container to one pallet.

COGSA is centered on the liability of the carrier. At the heart of the concept of carrier liability is the idea that the carrier is not responsible for paying claims if they did not cause or contribute to the loss. In the event that Future Forwarding acts as an NVOCC and assumes carrier liability, recovery in the event of a claim is still limited by COGSA in the bill of lading terms and conditions.

In an effort to better define carrier liability, Hague-Visby rules were created to define 17 circumstances under which the carrier cannot be held liable. If a loss is caused by any one of the following defenses; the ocean carrier will not pay for any part of the loss.

- Any neglect default of error of the carrier in navigation or of management of the ship
- Quarantine restrictions
- Fire
- Acts or omissions of the shipper or owner
- Perils or dangers of the sea (storms etc.)
- Strikes, lockouts or labor shortage
- Acts of God
- Riots or civil commotions
- Acts of War or public enemies
- Inherent defect, quality or vice of the goods
- Defects not discoverable by due diligence
- Attempting to save life or property at sea
- Arrest, restraint or seizure
- Insufficient packing

Shipping by Air

Air carriers limit their liability in a similar fashion as ocean carriers. Under the Warsaw convention/Montreal Protocol 4, carriers will pay 17 SDRs (about \$26) per kilogram only if it can be proven they were negligent. Once again, the burden of proof is on the shipper, and it is often difficult to prove that the carrier was at fault.



Air
Freight



Ocean
Freight



Customs
Brokerage



eCommerce
Services



Domestic
Transportation



Compliance &
Consulting



Information
Technology

How Can You Protect Yourself?

“All Risk” Shipper’s Interest Coverage provides the owner of the cargo with coverage for direct physical loss or damage to the cargo without the need to prove liability. If a loss occurs; you will be paid directly and any recovery possible from the carrier will be handled by our subrogation specialists.

Advantages of Insuring Your Cargo through Future Forwarding’s Policy

- Covered Losses are paid without the need to prove carrier negligence. After your loss is paid, we work with the carriers to ensure your historical losses are minimized
- Future Forwarding can offer broad coverage at competitive rates
- Claim payments based on insured value, not weight of pieces missing/damaged or Carrier’s limited liability
- Future Forwarding will report and handle claims on your behalf

Please tell us how you would like to proceed.

- Please insure all of my shipments until further notice at \$0.52/\$100, Minimum \$45 (insured amount based on 110% of CIF value)
- I insure my shipments under my own policy.
- I do not wish to insure my shipments and I understand that my recovery will be limited in the event of loss.

Company Name: _____

Contact Person: _____

Signature: _____

Date: _____

This summary provided for informational purposes. It does not grant or extend coverage. All coverage is governed by the terms and conditions set forth in the policy (text available upon request). Future Forwarding Company is not the insurance company. Future Forwarding purchases insurance for its clients.



Air
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On July 9, 2013 CBP began full enforcement of ISF, and will start issuing liquidated damages against ISF importers and carriers for ISF non-compliance.

Please visit Customs' website for more information on ISF.

<https://www.cbp.gov/border-security/ports-entry/cargo-security/importer-security-filing-102>

ISF/ISF Bond must be filed 48 hours prior to vessel departure. Importers without a Continuous Bond on file could be required to provide \$5,000 collateral to file ISF if filed after vessel departure. US Customs can assess penalty of \$5,000.00 for violations, such as failure to submit ISF timely, accurately, or completely.

Acknowledgement of Receipt Import Security Filing Authorization

I confirm receipt of this notice advising us of the U.S. Customs and Border Protection Importer Security Filing ("10+2") requirements. I confirm that I will implement a system that will assist in providing this information to identify the noted requirements, and establish a process or procedure for providing this information in advance if Future Forwarding is not the nominated forwarder for my shipment.

Company Name _____

Address _____

Print Name _____ Signature _____

Print Title _____ Date _____

Please check the appropriate box below and return to Future Forwarding Company.

Yes, I would like for Future Forwarding to file my ISF and invoice my company.

No, I do not want Future Forwarding to file my ISF, my company will arrange.

I would like additional information regarding ISF & how it applies to my company.

**CUSTOMS POWER OF ATTORNEY/
DESIGNATION AS EXPORT FORWARDING AGENT**

**and
Acknowledgement of Terms and Conditions**

IRS # _____
(please insert ss# if acting as individual or sole proprietorship)

KNOW ALL MEN BY THESE PRESENTS: That, _____ doing
(Full name of Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Identity, DBA)

business as a / _____ under the laws of the State/Country of _____
(Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Insert one)

residing or having a principal place of business at _____,

hereby constitutes and appoints **FUTURE FORWARDING COMPANY**, 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 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, 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 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;

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, bill 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, to transmit export information electronically in reliance on the accuracy of the information provided by Grantor, to endorse or counter-sign weight certifications or tickets provided by grantor or grantor's designee, endorse or negotiate drafts or checks drawn to the order of the grantor or grantor's designee and to appoint forwarding agents on grantor's behalf;

Grantor acknowledges receipt of **FUTURE FORWARDING COMPANY/NCBFAA Terms and Conditions of Service (Revised 06/16)** governing all transactions between the Parties.

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.

IN WITNESS WHEREOF, the said _____
(Full Name Repeated From Block 1)

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

(Capacity/Corporate Title) X Today's Date: _____

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 Service" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure to avoid disbursement fees must contact our office in advance to arrange timely receipt of duty checks, or ACH payment options.

NCBFAA 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. "Company" shall mean FUTURE FORWARDING COMPANY, its subsidiaries, related companies, agents and/or representatives;

(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 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 1 year from the date of the loss;

(ii) For claims arising out of brokering domestic motor carrier transportation, within 60 days from the date of loss;

(iii) For claims arising out of air transportation, within 1 year from the date of the loss;

(iv) For claims arising out of the preparation and/or submission of an import entry(s), within 60 days days from the date of liquidation of the entry(s);

(v) For any and all other claims of any other type, within 1 year 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 Customers 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, \$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;

(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.

10. 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.

11. 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. Any entry with duties and taxes over \$2000 will be charged a 3% disbursement fee unless the importer has their own ACH account with CBP, or unless a check payable directly to "US Customs & Border Protection" is received prior to due date to Customs.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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) 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.

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 Georgia 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 Georgia;
- (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.

©Approved by the National Customs Brokers and Forwarders Association of America, Inc. (Revised 4/16/2020)

Signature by Corporate Officer

Today's date