

# Power of Attorney and Designation As Export Forwarding Agent



Please complete pages 3 and 4 and return via email, mail or fax:

Email to: [POA.CAE@dhl.com](mailto:POA.CAE@dhl.com)

Mail to: DHL Global Forwarding  
Attn: Power Of Attorney Dept.  
3245 Platt Springs Rd.  
West Columbia SC 29170

Fax to: 803.540.8516 – Attn: Power Of Attorney Dept.

Please call 803.540.8479 with any questions and view our website for additional information at [www.dhl.com](http://www.dhl.com).

# INSTRUCTIONS FOR COMPLETING POWER OF ATTORNEY

## GENERAL INSTRUCTIONS

- (1) Company's IRS or Customs Assigned Number.
- (2) **Corporations / LLC** – List full legal name as it appears on the corporate records. **Individual / Sole Proprietorship** – List full legal name. **Partnerships** – List full legal name of all partners. **Limited partnership** - List the firm name and the full legal names of all general partners. An addendum of additional names may be used as needed.
- (3) Name under which business is conducted if different from (2) above.
- (4) **Corporation / LLC** – List State in which the company is chartered, incorporated or otherwise established. **Individuals / Sole Proprietorships or Partnerships** – Not applicable.
- (5) List the street number, street name, city/town, county/state/province, country and postal code. **Corporation / LLC** – Complete corporate Headquarters' address. **Individuals / Sole Proprietorships or Partnerships** - Residential address of person signing on line (7).
- (6) Name which appears on Line (2).
- (7) **Corporation / LLC** – Signature of duly authorized corporate officer; also type name next to signature. **Individual / Sole Proprietorship** – Signature of individual; also type name next to signature. **Partnerships** – Signature of one general partner; also type name next to signature.
- (8) **Corporation / LLC** – Capacity of corporate officer (i.e. President, Vice President, Treasurer or Secretary). **Individual / Sole Proprietorship, Partnership** - Capacity of signor (i.e. individual, sole proprietor, general partner).
- (9) Date signed.
- (10) Signature of witness. The witness is someone other than officer who completed the POA; this person does not have to be officer of the company.

Proceed to specified section based on type of company:

### INDIVIDUAL / SOLE PROPRIETORSHIP OR PARTNERSHIP:

This section provides the certification of the signature of the individual granting authority on line (7). It is to be completed by a person authorized by local government to attest to the authenticity of signatures.

- (11) City
- (12) County
- (13) Social Security
- (14) State
- (15) Date
- (16) Month and Year
- (17) Authorized individual attesting signature
- (18) Address of authorized individual
- (19) Name of individual on line (7)
- (20) Statement regarding grantor's authorization (i.e. willingly)
- (21) Signature of authorized individual attesting signature ( i.e.:  
Notary y Public)

### U.S. CORPORATION and LIMITED LIABILITY COMPANY (LLC):

This section provides the certification by an officer of the corporation or/LLC other than the officer who executed the power of attorney.

- (22) Name of an officer of the company providing certification
- (23) Capacity person on line (22) (i.e. President, Vice President, Treasurer or Secretary); LLC will accept empowered Manager
- (24) Name as it appears on line (2)
- (25) The State of incorporation as listed on line (4)
- (26) Person on line (7)
- (27) Capacity as reported on line (8)
- (28) Day of meeting
- (29) Month and year of meeting
- (30) City
- (31) Day
- (32) Month & Year

**NONRESIDENT CORPORATION:** This section provides the certification by a company official other than the one who executed the power of attorney. This section is required for all nonresident corporations. This section provided written proof of grantor's authority.

- (33) Title of the company official providing proof of grantor's authority.
- (34) Name which appears on Line (2)
- (35) Name of person who signed on Line (7)
- (36) Date on line (9)
- (37) Name of person who signed on Line (7)
- (38) Capacity as reported on line (8)
- (39) Name as it appears on line (2)
- (40) Country of Company's Jurisdiction
- (41) Signature of person on line (33)
- (42) Date signed
- (43) Print name of person on line (33)
- (44) Title of person on line (33)



**CUSTOMS POWER OF ATTORNEY; DESIGNATION AS EXPORT FORWARDING AGENT; AND ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF SERVICE**

- Appropriate Box:**
- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

IRS# (1) \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That, (2) \_\_\_\_\_  
Full name of individual, partnership, corporation, sole proprietorship, or Limited Liability Company.

(hereafter "grantor") Doing business as, (3) \_\_\_\_\_ under the laws of the State of (4) \_\_\_\_\_ residing or having a principal place of business at (5) \_\_\_\_\_, hereby constitutes and appoints each of the following persons; Radix Group International, Inc. d/b/a DHL Global Forwarding and any of their affiliates and subsidiaries including but not limited to Air Express International USA Inc. d/b/a DHL Global Forwarding and Danzas Corporation d/b/a DHL Global Forwarding, through any of its licensed officers and duly empowered employees, and/or specifically authorized agents (hereafter "grantee"),

To act for and on its behalf as a true and lawful agent and attorney-in-fact of the grantor named above for and in the name, place, and stead of said grantor from this date in the United States (the "territory"), and in no other name, 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 other documents required by law or regulation in connection with the importation, transportation, or exportation 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 or authorized by law or regulation in connection with such merchandise;

Receive any merchandise deliverable to said grantor;

Sign, seal, and deliver for and as the act of said grantor any bond or carnet 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; receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasury of the United States;

If the grantor is a nonresident of the United States, accept service of process on behalf of the grantor;

Disclose, share, or release shipping, customs and other records relating to the account of grantor to affiliates or agents of grantee to facilitate: (1) the conduct of grantor's import, export, and "Customs Business" as that term is defined in U.S. customs regulations, and (2) any invoicing or billing of services, or duties and fees reimbursement charges and as otherwise authorized in these enumerated powers;

And generally to transact at the customhouses in any district any and all Customs Business, including making, signing, and filing of claims or 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-in-fact;

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 of two (2) years from the date of its execution and shall expire at 11:59PM);

Appointment as Forwarding Agent: grantor authorizes the above grantee to act within the territory as lawful agent and sign, endorse and/or file export documents (i.e., commercial invoices, bills of lading, shipper's export declaration, insurance certificates, drafts and any other documents) and submit export data electronically through the Automated Export System as necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory. Grantor also authorizes the grantee to appoint forwarding agents on grantor's behalf in which case the terms and conditions of the agent shall also apply but not prevail over the terms and conditions of grantee;

Acknowledgement of Terms and Conditions of Service: Grantor acknowledges receipt of the NCBFAA Terms & Conditions of Service which shall govern all transaction between the Parties that are the subject matter of this power of attorney. Signatory certifies that he/she has full authority to execute this power of attorney on behalf of the grantor.

IN WITNESS WHEREOF, the said (6) \_\_\_\_\_  
has caused these presents to be sealed and signed: (Printed Name) (7) \_\_\_\_\_ (Signature) \_\_\_\_\_  
(Capacity) (8) \_\_\_\_\_ (Date) (9) \_\_\_\_\_  
WITNESS Signature (10) \_\_\_\_\_

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "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, SOLE PROPRIETORSHIP OR PARTNERSHIP CERTIFICATION**

CITY (11) \_\_\_\_\_ COUNTY (12) \_\_\_\_\_ SS (13) \_\_\_\_\_

STATE (14) \_\_\_\_\_

On this (15) \_\_\_\_\_ day of (16) \_\_\_\_\_, 20\_\_\_\_, personally appeared before me (17) \_\_\_\_\_

residing at (18) \_\_\_\_\_

Personally known or sufficiently identified to me, who certified that (19) \_\_\_\_\_

(is) (are) the individual(s) who executed the foregoing instrument and acknowledge it to be (20) \_\_\_\_\_ free act and deed.

Signature (21) \_\_\_\_\_

(Notary Public)

**CORPORATE CERTIFICATION (FOR U.S. FIRMS ONLY)**

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

I, (22) \_\_\_\_\_, certify that I am the (23) \_\_\_\_\_

of (24) \_\_\_\_\_, organized under the laws of the State of (25) \_\_\_\_\_

That (26) \_\_\_\_\_, who signed this power of attorney on behalf of the donor; is the (27) \_\_\_\_\_ of said corporation; and that said power of attorney was duly signed, sealed, 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 (28) \_\_\_\_\_ day of (29) \_\_\_\_\_, 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 County of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of (30) \_\_\_\_\_

This (31) \_\_\_\_\_ day of (32) \_\_\_\_\_, 20\_\_\_\_.

**CERTIFICATION (FOR NON-RESIDENT ENTITIES ONLY)**

**19 CFR 141.37 WRITTEN PROOF OF GRANTOR'S AUTHORITY**

(To be completed by a person other than the one who signed the power of attorney)

I certify that I am the (33) \_\_\_\_\_ of (34) \_\_\_\_\_, and that this original

Customs power of attorney executed by, (35) \_\_\_\_\_ on (36) \_\_\_\_\_, and in favor  
(Grantor's name) (Date)

of Radix Group International, Inc. d/b/a DHL Global Forwarding is valid. (37) \_\_\_\_\_ is known to me to be the  
(Grantor's name)

(38) \_\_\_\_\_ of (39) \_\_\_\_\_, and to have been fully  
(Grantor's title) (Company name)

authorized to grant the subject Customs power of attorney under the laws, and according to the customs of (40) \_\_\_\_\_  
(Country of Company's Jurisdiction)

Signature (41) \_\_\_\_\_ Date (42) \_\_\_\_\_

Print Name (43) \_\_\_\_\_ Title of Certifier (44) \_\_\_\_\_

# NCBFAA Terms & Conditions of Service

Notice Over the years, many suits against industry members have been won by reliance on these NCBFAA *Terms & Conditions of Service*. Use of these copyrighted NCBFAA *Terms & Conditions of Service* is limited to either NCBFAA Regular Members in good standing or those who have paid an annual license fee of \$1,000 to the **National Customs Brokers & Forwarders Association of America, Inc.**, 1200 18th Street, NW, #901 Washington, DC 20036. Any unlicensed use of these Terms and Conditions of Service by non-members will be subject to prosecution by the NCBFAA.

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 Radix Group International, Inc. d/b/a DHL Global Forwarding, 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 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 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 the loss;
  - (ii) For claims arising out of brokering domestic motor carrier transportation, within 2 years from the date of loss, (ii) For claims arising out of air transportation, within two (2) years from the date of the 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 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 accurate 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 shipment value protection 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 claims 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.

(e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

**10. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**12. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at fifteen percent (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.**

a) Company shall have a general and continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**15. No Duty to Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**17. No Duty to Provide Licensing Authority.** Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

**18. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

**19. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**20. Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**21. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; (ix) computer viruses, third party cyber-attacks or other information security related threats, or (ix) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

**22. COVID-19.** The spread of the Coronavirus (COVID-19) was officially declared a pandemic by the WHO. The consequences of the spread of the Coronavirus (COVID-19) are resulting amongst other things in continued lockdown of countries, closure/limitation of crossing country borders, restrictions and limitations on the import and export clearance of goods, and delays in response by customs and other regulatory agencies. The situation is very fluid with new work schedules and practices being announced on short notice. These consequences of the spread of Coronavirus (COVID-19) are outside the reasonable control of Company. In view of the aforesaid situation, Company reserves the right to give the Customer notice that it will modify all or part of its customs brokerage services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customers to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID-19). Such changes shall only take effect if mutually agreed between the parties. After Company has given notice of such change, Company shall not be obliged to perform services until mutual agreement on the change is reached. Company shall be relieved of any liability under any agreement for services if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19).

**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 Florida 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 Florida;
- (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 04/16/2020)