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## EXPORT POWER OF ATTORNEY POWER OF ATTORNEY- DESIGNATING OF FORWARDING AGENT

Known by all men these presents, that \_\_\_\_\_ (EXPORTER), organized and doing business under the laws of the State or County of \_\_\_\_\_ and having an office and place of business at: \_\_\_\_\_

EIN # \_\_\_\_\_ Hereby authorizes International Logistics Express, Inc. (ILE), to act for and on behalf of EXPORTER as a true and lawful agent and attorney for, and in EXPORTER's name, place, and stead, from this date, in the United States either in writing, electronically or by other authorized means to: act as authorized agent for export control, US Census Bureau reporting (AES/EED), and US Customs and Border Protection (CBP) purposes. Also, to prepare and transmit any Electronic Export data or other documents or records required to be filed by the Census Bureau, CBP, the bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to EXPORTER, and to receive or ship any goods on behalf of EXPORTER.

In the event that EXPORTER is located outside the United States and that any or all the transactions handled by ILE under this power of attorney are "ROUTED EXPORT TRANSACTIONS" as that term is defined in 15 CFR30.1 (Foreign Trade Regulations) and 15CFR part 772 (Export Administration Regulations), EXPORTER (also known as the FPPI) certifies that International Logistics Express, Inc. will not assume responsibility for determining licensing requirements and obtaining license authority without prior written consent.

EXPORTER hereby certifies that all statements and information contained in the documentation provided to International Logistics Express, Inc. and relating to exportation will be true and correct. Furthermore, the EXPORTER understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws regulations on exportations.

This Power of Attorney will remain in full force until revocation in writing is duly given by EXPORTER and received by International Logistics Express, Inc.

IN WITNESS WHEREOF, \_\_\_\_\_  
(Full name of EXPORTER Company)

Presents to be sealed and signed: (Signature) \_\_\_\_\_

Capacity: \_\_\_\_\_ Print name: \_\_\_\_\_

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_ Date: \_\_\_\_\_

Please initial here \_\_\_\_\_ that you have read and agree with the terms and conditions.

# TERMS AND CONDITIONS OF SERVICE

(Please Read Carefully)

## Final Terms & Conditions

All Shipments (defined below) to or from the signatory to this Agreement (hereinafter called the "Customer", which term shall include the exporter, importer, sender, receiver, owner, consignee, transferee or transferee of the Shipments) will be handled by International Logistics Express, Inc. (singularly or collectively, as applicable, hereinafter called the "Company") on the following terms and conditions. The term "Shipment" or "Shipments" as used herein shall mean the transfer of Goods, which term shall include things which are to be treated as movable for the purpose of this Agreement, pursuant to the terms of this Agreement.

**1. Services by Third Parties.** Unless the Company carries, stores, or otherwise physically handles the Goods, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability and is not to be held responsible for any loss, damage, expense, or delay to the Goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraphs 8 through 10 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents warehousemen and others to whom the Company may entrust the Goods for transportation, cartage, handling, and/or delivery and/or storage or otherwise. When the Company carries, stores, or otherwise physically handles the Goods, the Company does so subject to the limitations of liability set forth in paragraphs 8 through 10 below unless a separate bill of lading, air waybill, or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

**2. Liability Limitations of Third Parties.** The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen, and others, as required to transport, store, deal with, and deliver the Goods, all of whom shall be considered as the agents of the Customer, and the Goods may be entrusted to such agents subject to all conditions as to limitation of liability for loss, damage, expense, or delay and to all rules regulations, requirements, and conditions - whether printed, written or stamped - appearing in bills of lading, receipts, or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others. Subject to the provisions of paragraphs 8 through 10 below, the Company shall under no circumstances be liable for any loss, damage expense or delay to the Goods for any reason whatsoever when said Goods are in the custody, possession or control of third parties selected by the Company to forward, enter and clear, transport, or render other services with respect to the Goods.

**3. Choosing routes or Agents.** Unless express written instructions are received from the Customer, the Company has complete freedom in choosing the mean, route, and procedure to be followed in the handling, transportation, and delivery of the Goods. Notification by the Company to the Customer 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.

**4. 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 and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the Shipment at a specific rate.

**5. Duty To Furnish Information.** (A) With respect to an import of Goods, at a reasonable time prior entry of the Goods for U.S. Customs, the Customer shall furnish to the Company invoices for the Goods, in proper form, and such other documents necessary or useful in the preparation of the U.S. Customs entry. In addition, the Customer shall furnish such information as may be required to establish, *inter alia*, the dutiable value, the classification, the country of origin, the genuineness of the Goods and any mark or symbol associated with them, the Customer's right to import and/or distribute the Goods, and the Goods admissibility pursuant to U.S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use the Company's best judgment in connection with the Shipment and in no instance shall the Company be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, with the understanding that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. The Customer hereby appoints the Company to be the attorney in fact for the Customer in connection with the execution of such bond, where such bond is required by U.S. Customs. (b) With respect to an export of Goods, at a reasonable time prior to the export of the Goods, the Customer shall furnish to the Company the commercial invoice for the Goods in proper form and number, a proper consular declaration, and weights, measures, values and other information in the language of and as may be required by the laws and regulations of the United States and the country of destination of the Goods. (c) On an export or import, the Company shall not in any way be responsible or liable for increased duty, penalty, fine, or expense unless caused by the negligence or gross misconduct of the Company, provided, however, that the Company's liability to the Customer under this paragraph 5(c) shall be specifically governed by the provision of paragraphs 8 through 10 below. The Customer shall be bound by and hereby warrants the accuracy of all invoices, documents, and information furnished to the Company by the Customer or the Customer's agent for export, entry, or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine, or expense, including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission, or failure to make timely presentation, even if not due to any negligence of the Customer.

**6. Higher Valuation.** Inasmuch as truckers, carriers, warehousemen and others to whom the Goods are entrusted (hereinafter "Trustees") usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said Trustees, the Company must receive specific written instructions from the Customer to pay such higher charge based on the valuation and the Trustees must accept such higher declared value; otherwise the valuation placed by the Customer on the Goods shall be considered solely for export or customs purposes and the Goods will be received to the Trustees subject to the limitations of liability set forth paragraphs 8 through 10 below with respect to any claim against the Company and subject to the provisions of paragraph 2 above.

**7. Insurance.** The Company will make reasonable efforts to effect marine, fire, theft, and other insurance for the Goods only after receipt of the Customer's specific written instructions by the Company in sufficient time prior to shipment from point of origin. Such written instructions to the Company shall specifically designate the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has the Customer's own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be

governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relations thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged by or paid to the Company by the Customer, or that the Shipment was insured under a policy in the name of the Company. Premiums for insurance and the fee charged by the Company for arranging said insurance shall be at the Customer's sole cost and expense. If for any reason the Goods are held in a warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives specific written instructions from the Customer to obtain insurance for the Goods. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import.

**8. LIMITATION OF LIABILITY.** Subject to the provision of 19 CFR Section 111.44, the Customer agrees that the Company shall in no event, specifically including, but not limited to, the Company acting as a bailee in the event of a bailement, be liable for any loss, damage, expense, or delay to the Goods resulting from the negligence or gross misconduct of the Company for any amount in excess of \$50 per Shipment (or the invoice value, if less) and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer hereby agrees that the limitation of liability as set forth herein has been negotiated by the Customer with the Company and that such limitation is reasonable under the circumstances surrounding this Agreement. The Customer has the option of paying a special compensation to increase the liability of the Company in excess of \$50 per Shipment in case of any loss, damage, expense, or delay from causes which would make the Company liable, but such option may be exercised only by specific written agreement made with the Company prior to Shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability to be assumed by the Company. Additionally, the Company shall in no event be liable for any loss, damage, expense, or delay due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulation or control, the inherent vice or nature of the Goods, act of god, or other cause beyond the control of the Company. Notwithstanding all of the foregoing, this Agreement does not in any way limit the liability of the Company in violation of the Carmack Amendment (49 U.S.C. Section 11707).

**9. PRESENTING CLAIMS.** Subject to the provisions of 19 CFR Section 111.44 and paragraph 8 above, the following limitations shall apply to the presentation of claims. Where state or federal law designates the appropriate statute of limitations, such limitation shall apply. In all other cases, the Company shall in no event be liable for any act, omission, or default by the Company in connection with a Shipment, unless a claim therein shall be presented to the Company at the Company's office within ninety (90) days from date of shipment of the Goods as shown on the bill of lading, air waybill, or other contract of carriage. The claim must include a written statement to which sworn proof of claim shall be attached. Notwithstanding the foregoing, no suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within six (6) months after presentation of said claim, as above provided. No agent or employee of the Company shall have authority to alter or waive any of the provisions of this clause.

**10. LIABILITY OF COMPANY.** Subject to the provision of 19 CFR Section 111.44 and paragraph 8 above, the Customer agrees that any claim or demand for loss, damage, expense, or delay shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen, or others in whose actual custody or control the Goods may be at the time of such loss, damage, expense, or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the Goods were in actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or gross misconduct of the Company, its officers, or its employees, in which event the limitations of liability set forth in paragraph 8 shall apply. Notwithstanding paragraph 8 above, the Company shall not in any circumstances be liable for consequential or punitive damages or damages arising from loss of profit and shall not be liable to the Customer for actual or statutory damages unless it is first proven that the Company had actual knowledge of the circumstances giving rise to such claims and that the Company directly contributed to the act(s) allegedly causing such damages, in which event the limitations of liability set forth in paragraph 8 shall apply.

**11. Advancing Money.** The Company shall not be obliged to incur any expense, guarantee payment, or advance any money in connection with the importing, forwarding, transporting, insuring, storing, or cooping of the Goods, except to the extent the funds are previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties, or taxes on any Shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof. In the event the Company elects, at its sole option and discretion, to advance money on behalf of the Customer, the Customer shall reimburse the Company for such advance in full promptly upon demand.

**12. Indemnification For Freight Duties.** In the event that a carrier, other person, or any governmental agency makes a claim or institutes legal action against the Company for ocean or other freight duties, fines, penalties, liquidated damages, or other money due arising from a shipment of Goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person, or governmental agency together with reasonable expenses, including attorneys' fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the any part or all the Shipment by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due pursuant to this Agreement. Such charges or other money due must be paid by the Customer promptly on demand.

**13. C.O.D. Shipments.** Goods received with the Customer's or another person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that the Company will exercise reasonable care in the selection of a bank, correspondent, carrier, or agent to whom the Company will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency, want of care, negligence, or fault of such bank, correspondent, carrier, or agent, or for any delay in remittance lost in exchange, or loss during transmission, or loss while in the course of collection.

**14. General Lien On Any Property.** The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer in the Company's possession, custody, or control, or en route, for all claims for charges, expenses, or advances incurred by the Company in connection with any shipments of the Customer. If such claim remains unsatisfied for thirty (30) days after demand for payment of a claim in made, the Company may sell at public auction or private sale, upon ten (10) days written notice by certified mail (R.R.R.) to the Customer, the Goods and other property of the Customer in the Company's possession, custody, control, or en route, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale. This document shall constitute a security agreement under the Laws of the State of New York (Article 9,

Uniform Commercial Code: Secured Transactions) which security agreement shall secure the lien of the Company in and to any and all advances, interest, and/or expenses not covered by the general lien reserved in this paragraph.

**15. Compensation Of Company.** The compensation of the Company for the Company's 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, commission, dividends, or other revenue received by the Company from carriers, insurers, and other in connection with the Shipment. On ocean exports, upon request, the Company shall prove 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 to the Company, upon recovery by the Company the Customer shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees.

**16. No Responsibility For Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Services, the regulations of the U.S. Food and Drug Administration, and all other requirements pertaining to the Goods, including, but not limited to, requirements pursuant to any treaty or pursuant to laws and regulations of any international organization, federal, state and/or local entities or agencies of any port of origin or delivery, within or without the United States, at which port the Customer's Goods are handled by the Company. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental entity against the Shipment because of the failure of the Customer to comply with the laws or the requirements or regulations of any governmental entity or with a notification issued to the Customer by any such entity. The Company is authorized to surrender the Shipment or any part thereof to any such governmental entity upon request by such governmental entity for alleged violations of such laws, requirements, or regulations, without liability therefor.

**17. Indemnity Against Liability Arising From The Import Or Export Of Goods.** The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the import or export of Goods which violates any treaty or the laws or regulations of any international organization, federal, state, and/or local entity and / or agency of any port of origin or delivery, within or without the United States, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damage, cost claim, and / or expense, including but not limited to attorneys' fees, which the Company may hereafter incur, suffer, or be required to pay by reason of any claim by any governmental entity or private party. In the event that any action, suit, or proceeding is brought against the Company by any government entity or any private party, the Company shall give notice in writing to the Customer by mail at the Customer's address on file with the Company. Upon receipt of such notice, the Customer at the Customer's own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and / or order against the Company.

**18. Loss, Damage, Or Expense Due To Delay.** Subject to the provisions of 19 CFR Section 111.44 and paragraph 8 above, unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or gross misconduct of the Company, the Company shall not be responsible for any loss, damage, or expense incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, the company's liability is limited in accordance with the provisions of paragraphs 8 through 10 above.

**19. Payments To The Company.** The Customer makes all payments to the Company in the regular course of the Customer's business. Further, the Customer acknowledges that in connection with payments made by the Customer to the Company for any third parties, e.g., independent carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen, and others, the Company is acting solely as a conduit to facilitate the transfer of the payment of the payment from the Customer to such third parties.

**20. Status As An Independent Contractor.** Except for Customs entries and duties, the Company is an independent contractor.

**21. Customer's Duty To Correct Inaccurate Information.** A Customer which submits incomplete or inaccurate information related to an import entry, including descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling prices at time of exportation, assists, country of origin, etc., is subject to severe governmental penalties or sanctions. The Customer shall immediately notify the Company, in writing, in the event the information forwarded to the Company or which accompanied the Shipment does not accurately reflect the entire transaction. If, in the Customer's opinion, written notification would be untimely to enable the Company to take corrective action, then the Customer must notify the Company orally and in writing. Upon such notification, the Company will use reasonable efforts to take corrective action. In any event, the Customer shall be liable for any governmental penalties or sanctions resulting from such incomplete or inaccurate information.

**22. Severability Of Terms.** If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to person or circumstances other than that to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**23. Construction Of Terms And Venue.** The foregoing terms and conditions shall be construed according to the laws of the State of New York. Unless otherwise consented to in writing by the Company, no legal proceeding against the Company may be instituted by the Customer, its assigns, or its subrogees except in the City of New York, Queens County, New York.