

CUSTOMS IMPORT/EXPORT POWER OF ATTORNEY
and
Acknowledgement of Terms and Conditions Service

✓ appropriate box:

IRS No. _____

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

KNOWN ALL MEN BY THESE PRESENTS: That, _____ doing
(Full name of individual, partnership, corporation, sole proprietorship, or limited liability company) (Identity) (As registered with the IRS)
business as a _____ under the laws of the State 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 Grantee Worldwide Logistic Partners, Inc., its officers, authorized employees, and duly appointed subagents 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") and in all U.S. Customs and Border Protection (Customs) districts, whether as Customs broker, forwarding agent or for any other related activity, to make, either in writing, electronically, or by other authorized means, to:

Endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, Electronic Export Information (EEI) via Automated Export System (AES) manifest, importer security filing, carnet or any other documents required by law, regulation or commercial practice in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor, to perform any act or condition which may be required;

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

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in sections 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To issue powers of attorney on behalf of Grantor to other Customs brokers or freight forwarders to transact Customs and/or freight forwarding business on behalf of the 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;

Submit SOLAS VGM (Verified Gross Mass) filings and revised filings on our behalf for all of our shipments and to further indemnify Worldwide Logistic Partners, Inc. against all loss, damage or expense resulting from the inaccuracy or inadequacy of the VGM Filing;

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 or attorney;

If Grantor is Principal Party in Interest (PPI) in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. If Grantor/PPI is a United States Principal Party in Interest (USPPI) (as defined in 15 C.F.R. §30.1), Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License or other official authorization. If Grantor/PPI is Foreign Principal Party in Interest (FPPI) (as defined in 15 C.F.R. §30.1), Grantor/PPI hereby certifies that it has not provided the USPPI, and will not provide the USPPI, a writing to assume responsibility for determining licensing requirements and/or obtaining licensing authority pursuant to 15 C.F.R. §758.3. Grantor/PPI acknowledges that Grantee does not agree to act as the "exporter" for purposes of the U.S. Export Administration Regulations, and that in any routed export transaction for which Grantor/PPI is an FPPI, the USPPI to the transaction, (or its U.S. agent), shall be responsible for determining licensing requirements and obtaining licensing authority pursuant to as defined in 15 C.F.R. §758.3.

If you are the importer of record, payment to the broker will not relieve you of the 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 must contact our office in advance to arrange timely receipt of duty checks.

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Giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

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

Grantor acknowledges receipt and acceptance of Worldwide Logistic Partners, Inc. Terms and Conditions of Service governing all transactions between the Parties.

If Grantor is a Partnership, signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document.

If the Donor or Principal is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Donor or Principal and shall provide a copy of the limited partnership agreement with this instrument.

Grantor agrees that by executing this document, Grantor is subject to the Worldwide Logistic Partners, Inc. Terms and Conditions in effect on the date of service, which includes limitations of liability.

IN WITNESS WHEREOF, the said _____

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

(Capacity) _____
[President, Vice President, Treasurer, Corporate Secretary, CEO, CFO, COO, CIO, Partner, Member, Director, Manager, Owner or other Duly Authorized Representative]

Date: _____

Witness: (if required) _____

(Corporate Seal)

METHOD OF PAYMENT ADVISORY STATEMENT

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges: 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 the "U.S. Customs and Border Protection," which shall be delivered to Customs by the broker.

If you elect to make payment with a check made payable to the U.S. Customs and Border Protection, Worldwide Logistic Partners, Inc. must be notified in advance.

Full Contact Name: _____

Phone Number: _____

Fax Number: _____

Contact Email Address(es): _____

Website: _____

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POA COMPLETION INSTRUCTIONS

1. AT THE TOP LEFT AFTER "IRS/SS#", TYPE YOUR TAX ID NUMBER FOR YOUR BUSINESS ENTITY.
2. AT THE TOP RIGHT, PLACE AN "X" NEXT TO THE TYPE OF ENTITY THAT YOUR BUSINESS ENTITY IS SET-UP AS.
3. AFTER THE WORDS "KNOW ALL MEN BY THESE PRESENTS: THAT," ENTER YOUR BUSINESS NAME.
4. AFTER THE WORDS "DOING BUSINESS AS A" ENTER THE TYPE OF BUSINESS THAT YOU HAVE PLACED AN "X" NEXT TO IN THE UPPER RIGHT-HAND CORNER (e.g. CORPORATION).
5. ENTER YOUR BUSINESS ADDRESS AFTER "HAVING A PRINCIPAL PLACE OF BUSINESS AT".
6. AFTER THE WORDS "IN WITNESS WHEREOF, THE SAID" ENTER YOUR BUSINESS NAME.
7. WHERE IT READS "(SIGNATURE)", PRINT AND SIGN YOUR NAME. **IMPORTANT:** THE PERSON THAT SIGNS THE POA **MUST** BE AN OFFICER OF THE COMPANY.
8. WHERE IT READS "(CAPACITY)", ENTER THE TITLE OF THE OFFICER.
9. A WITNESS SIGNATURE IS REQUIRED IF THE COMPANY IS A LIMITED LIABILITY COMPANY.
10. ORIGINAL SIGNED AND SEALED POA, MUST BE MAILED TO US AT:
WORLDWIDE LOGISTIC PARTNERS, INC.
1540 CARLEMONT DRIVE, STE J
CRYSTAL LAKE, IL 60014

IF YOU HAVE ANY FURTHER QUESTIONS ON HOW TO COMPLETE THIS FORM,
PLEASE CONTACT US.
THANK YOU!

[Complete the below section if you are an Individual or Partnership]

CITY _____

COUNTY _____ SS:

STATE _____

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

(Notary Public)

DEPARTMENT OF
HOMELAND SECURITY

U.S. Customs and
Border Protection

**SPECIAL
ADDRESS
NOTIFICATION**

Note: A report of Importer
Number (CBP 5106) must be
on file for each Importer
Number appearing on this
form.

I request that: (Mark only one code)

- | | | | | | |
|-----------|--|-----------|-----------------------------|-----------|--------------------|
| 10 | Bills, Refunds and
Notices of Liquidation | 40 | Bills and Notices | 34 | Checks and Notices |
| 20 | Checks for Refunds or
Drawback only | 23 | Bills and Checks | | |
| 30 | Bills Only | 24 | Notices of Liquidation only | | |

be addressed to the undersigned in care of the agent whose Importer Number is shown below
whenever it appears as Reference Number on an Entry Summary (CBP 7501) for which I am (my
organization is) the Importer of Record.

Agent's Name WORLDWIDE LOGISTIC PARTNERS, INC. Agent's Number 03-0395206
(Show hyphens)

My (organization's) Importer No.
(Show hyphens)

Principal
Member of Firm

(Signature)

(Date)

(Title)

of the Corp.

Company Name:

CBP Form 4811 (10/01)

Continuous CBP Bond Application



CHB Name: _____ Imp No/Tax ID/SS #/CBP Assigned No: _____

Principal Name: _____

DBA: _____

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

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

If Proprietorship, indicate name of Sole Proprietor: _____

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

Physical Address: _____

City/State/Zip Code: _____

Mailing Address: _____

City/State/Zip Code: _____

Phone: _____ Years in Business: _____

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

Bond Amount: _____ Effective Date Requested: _____

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

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

Description of merchandise to be imported: _____

Country(ies) of Origin: _____

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

Previous 12 Months

Estimated For Next 12 Months

Value of Merchandise: _____

Estimated Duties, Taxes & Fees: _____

Number of Entries: _____

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

Activities to be conducted: _____

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

For Airport Security only, please fill out below:

List Airport(s): _____

Certification

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

Signature of officer or attorney-in-fact _____

Date _____

Printed name and title _____



Worldwide Logistic Partners, Inc.

1540 Carlemont Drive, Ste J
Crystal Lake, IL 60014
Phone: (815) 788-1683
Fax: (815) 479-9689

Application for Credit

Please complete the following application / agreement in full and return either to the above address or fax to Attn.: Tracy (815) 479-9689 or email: tmay@worldwidelp.com. Applications not completed and returned in full will not be considered for credit accounts. PLEASE TYPE OR PRINT CLEARLY.

CREDIT TERMS: **21 DAYS** from sail date including weekends or two days prior to the vessel arrival at destination port (whichever comes first), unless otherwise agreed upon between management of companies.

COMPANY NAME:	
PHYSICAL ADDRESS:	
CITY / STATE / ZIP:	
BILL TO ADDRESS (if different than physical address):	
NATURE OF BUSINESS:	
SSN or EIN:	YEARS IN BUSINESS:
BUSINESS TYPE: Sole Proprietorship Partnership Corporation (State of:)	
ORGANIZATIONAL ID NO.: _____ (ISSUED BY STATE OF INCORPORATION)	
PRINCIPALS OR OFFICERS:	
_____	_____
Name Title	Name Title
_____	_____
Name Title	Name Title
CONTACT FOR PAYMENTS:	
Name: _____ Title: _____	
Phone: _____ Fax: _____ Email: _____	



Worldwide Logistic Partners, Inc.

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Application for Credit (Cont'd)

BANK REFERENCES:

Bank Name: _____

Address: _____ Contact: _____

Phone: _____ Fax: _____ Account No. _____

TRADE REFERENCES: (all fields are required)

1.	_____	_____	_____	_____
	Company Name	Address	Telephone No.	Fax No.
2.	_____	_____	_____	_____
	Company Name	Address	Telephone No.	Fax No.
3.	_____	_____	_____	_____
	Company Name	Address	Telephone No.	Fax No.
4.	_____	_____	_____	_____
	Company Name	Address	Telephone No.	Fax No.



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Worldwide Logistic Partners, Inc. Application for Credit

In consideration of the issuance and release of "prepaid" or "to be prepaid" Bills of Ladings without the prior payment of all charges due thereon, by Worldwide Logistic Partners, Inc. or authorized agent, the undersigned agrees as follows:

1. To pay Worldwide Logistic Partners, Inc. within 21 days from sail date including holidays and weekends or two days prior to the vessel arrival at destination port, whichever comes first.
2. To never exceed a total credit approval of \$_____ (will be completed by WWLP)
3. To be responsible to Worldwide Logistic Partners, Inc. for the payment of all charges on bill of lading regardless if said funds are still due and payable to the undersigned of this agreement.
4. In the event that the undersigned advances funds to another party for the payment of charges on Worldwide Logistic Partners, Inc. bill of lading and the party who received advanced funds, defaults, the undersigned will still be responsible to Worldwide Logistic Partners, Inc. for the payment of all charges due within the time limit specified.
5. The undersigned agrees that cargo can be held at destination port for non-payment. If cargo is held at destination port for non-payment of all charges due, Worldwide Logistic Partners, Inc. has no liability for demurrage, detention, port charges, or any other additional charges.
6. Nothing contained herein shall limit Worldwide Logistic Partners, Inc. from exercising its rights to collect payment of freight and charges.
7. To authorize Worldwide Logistic Partners, Inc. to contact trade and bank references in order to obtain information to determine credit worthiness.
8. To be responsible for payment of any and all collection/attorney fees incurred by Worldwide Logistic Partners, Inc. as a result of collecting past due balances on your account. To pay interest charges at 1.5% per month on any invoice balance outstanding over 30 days from invoice date.
9. Worldwide Logistic Partners, Inc. can cancel this agreement at any time with immediate effect for reasonable cause.
10. Applicant accepts that the venue of any cause of action with Worldwide Logistic Partners, Inc. shall be McHenry County, Illinois.

The above information has been submitted for purpose of establishing credit with Worldwide Logistic Partners, Inc. and is subject to verification. We certify the above information is true. To secure payment for all purchases from Secured Party, now and in the future, Debtor hereby grants Secured Party a continuing security interest in all of Debtor's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof. We give Worldwide Logistic Partners, Inc. the right to check our credit with our vendors, banks and all the credit bureaus necessary to establish a credit account with them. I hereby agree to the above terms and conditions. For value received, and in consideration of Worldwide Logistic Partners, Inc. advancing credit to applicant, the undersigned hereby agrees to personally guarantee payment of any indebtedness owing to Worldwide Logistic Partners, Inc. In the event that legal action be required to enforce this personal guarantee, the undersigned further agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other recovery by such party :

Agreed this _____ day of _____ 20_____

Authorized Officer of Company: _____ Officer Name: _____
Company Name Print Name

Signature: _____ Title: _____



Worldwide Logistic Partners, Inc.

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BLANKET GUARANTEE OF CHARGES

Date: _____

I/We, _____ do hereby Guarantee Payment to Worldwide Logistic Partners, Inc. any and all ancillary charges (i.e. detention, demurrage, per diem, waiting time, pre-pull, exam fees, customs-related matters, etc.) accrued against any shipment that has been shipped through Worldwide Logistic Partners, Inc. resulting from the container not being picked up, returned or unloaded within the free time limits due to my/our delay and/or my/our trucker's own fault.

The above free time limitations are subject to change at any time without notice and may vary from carrier, pier/pier or rail/rail, etc.

Accepted and Guaranteed this _____ Day of _____ 20____:

For and on behalf of Company/Individual:

Signed: _____

Print Name: _____

Must be signed by an officer of the company only.



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Terms and Conditions of Service

WORLDWIDE LOGISTIC PARTNERS, INC. STANDARD TERMS AND CONDITIONS OF INTERNATIONAL FREIGHT FORWARDING SERVICES

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 WORLDWIDE LOGISTIC PARTNERS, Inc., its subsidiaries, related companies, agents, and/or representatives;
- b. "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, manufacturers, distributors, senders, consignors, transferors, transferees of the shipment, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- c. "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- d. "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- e. "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services 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 30 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 6 months from the date of the loss; (ii) For claims arising out of air transportation, within 6 months from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within 75 days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within 6 months 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 action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.



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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 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.

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; Limitations of Liability.

a. Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; 4 b. In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s). c. In the absence of additional coverage under (b) above, the Company's liability shall be limited to an amount equal to the lesser of fifty (\$50) dollars per entry or shipment or the fee(s) charged for the services, provided that, in the case of partial loss, such amount will be adjusted pro rata; 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. 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.



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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 email or mail at its address on file with the Company. The confiscation or detention of the goods by any governmental authority shall not effect or diminish the liability of the Customer to Company to pay all charges or other money due promptly on demand.

12 . C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Delivery (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 attorneys' fees and interest at 1.5% per month or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

14. General Lien and Right to Sell Customer's Property.

a. Company shall have a continuing lien or 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 Statue(s) and/or Regulation(s), but not 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.



Worldwide Logistic Partners, Inc.

1540 Carlemont Drive, Ste J
Crystal Lake, IL 60014
Phone: (815) 788-1683
Fax: (815) 479-9689

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 Responsibility for Governmental Requirements.

It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs and Border Protection, the regulations of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise and/or shipment or transportation. Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

20. Indemnity Against Liability Arising From the Import of Merchandise.

The Customer agrees to indemnify and hold Company harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorneys' fees, which Company may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against Company by any government agency or private party, Company shall give notice in writing to the Customer by mail at its address on file with Company. Upon receipt of such notice, the Customer, at its 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 WORLDWIDE LOGISTIC PARTNERS, INC.

21. 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.

22. 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.

23. 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, storm, hurricane, power failure 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.

24. 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.



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25 .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 Illinois 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 Illinois;
- 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.

I, _____, on behalf of Customer Company,
(print name)

(insert Customer Company Name)

(Referred to in above Terms and Conditions as "Customer"), have read and fully understand and agree to the above Standard Terms and Conditions of Worldwide Logistic Partners, Inc. (Referred to in above Terms and Conditions as "Company").

I am an authorized representative of Company Name ("Customer") noted above and am authorized to sign this document as acceptance of the Standard Terms and Conditions of Worldwide Logistic Partners, Inc.

Signed and agreed to this _____ day of _____ 20_____

Company Name: _____

Print Name: _____

Signature: _____