

CUSTOMS POWER OF ATTORNEY

Check appropriate box: Individual Partnership Corporation Sole Proprietor LLC

Federal I.D. / Social Security / Customs Assigned # _____

Know all persons by these presents that _____ (Grantor)
Full Name (as registered with the EIN/SS#) of Corporation, Individual, LLC, Partnership, or Sole Proprietorship

doing business as _____ under the laws of the State or Province of _____

residing or having a principal place of business at (address) _____

hereby constitutes and appoints each of the following persons:

TAHOCO Logistics, Inc., its heirs and assigns, through any of their licensed officers and duly Empowered employees (Grantee)

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in **ALL Customs Districts**, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.

To make endorsement on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacture records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said port or in any other customs district.

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

To 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 authorize other Customs Brokers to act as grantor's agent; to 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, to accept service of process behalf of the grantor and to appoint subagents. And generally to transact at the customhouses in any district any and all customs business including making, signing, and filing of protest 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 preformed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until the ___ day of _____, 20___ or until notice of revocation in writing is duly given to and received by a District Director of Customs, if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of: 2 years from the date of execution.

Grantor acknowledges receipt of TAHOCO Logistics, Inc. terms and conditions of service governing all transactions between the parties. The Terms and Conditions of Service are found on the back of the TAHOCO Logistics Inc. Invoice for services and on the website at www.taco.ca

If you are the Importer of Record, payment to the broker will not relieve you of liability for Customs charges 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 "U.S. Customs Service." Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of checks.

In witness whereof the said (company name) _____

has caused these presents to be sealed and signed. (signature) _____

(print name and title) _____ (date) _____



U.S. Customs Brokers Power of Attorney Instructions

What is a Power of Attorney?

A power of attorney is a legal instrument authorizing an entity or person to act as the attorney or agent of the grantor. Tahoco Logistics, Inc. **requires** all its clients to provide a valid power of attorney in order that we may transact U.S. Customs Business as required by law or regulation on our client's behalf.

Power of Attorney facts:

U.S. Customs business as referred to includes but is NOT limited to: to make, endorse, sign, declare or swear to any request for immediate delivery, entry, withdrawal, declaration, certificate, bill of lading, protest, affidavit or document required for drawback or clearance of merchandise into the U.S. or other action performed on behalf of the principal as required by law or regulation.

Powers of Attorney may be granted by both resident and non resident individuals, partnerships, corporations and sole proprietorships.

Powers of attorney should be executed on the Tahoco Logistics, Inc, general Power of attorney form which includes the terms and conditions prescribed In customs Form 5291.

The original signed and sealed power of attorney must be forwarded to

**Tahoco Logistics, Inc.
400 Riverwalk Parkway, Suite #200
Tonawanda, NY 14150**

How can TAHOCO help?

Your Tahoco Logistics, Inc. representative will provide you with the proper Power of Attorney form and certification for your completion.

Assistance for completion of the power of attorney may be obtained by calling our Toll free Customer Service at 1-800-471-5530.



U.S. Customs Brokers Power of Attorney Instructions for Partnerships, Individuals or Sole Proprietorships

- 1 Federal I.D. number (IRS#) or U.S. Customs-assigned number.
- 2 Check appropriate box.
- 3 Full individual name or if a partnership, the full name of all partners (Addendum may be used). If a limited partnership, show the firm name and all of the general partners (Addendum may be used.)
- 4 Not Applicable
- 5 Show "Individual", "Partnership", "Limited Partnership", or "Limited Liability Corporation" (if a Limited Partnership, U.S. Customs regulations require that copy of the partnership agreement accompanies the Power of Attorney).
- 6 If operating under a name other than the name in #3 above, show the second name here.
- 7 Residential address of the person signing on line #10.
- 8 Complete business address including state or province and sip/postal code.
- 9 Complete corporate name as in #3.
- 10 Typed name and signature of individual or one partner.
- 11 Legal capacity of signer (e.g., "Individual", "General Partner", "President", etc.)
- 12 Date signed.
- 13 Typed name and signature of two witnesses to above signature.
NOTE: This is an optional requirement.
- 14 Not Applicable.
- 14 NOTE: All Powers of Attorney other than corporations should be notarized by a Notary Public.

Assistance for completion of the power of attorney may be obtained by calling our
Toll free Customer Service at 1-800-471-5530.

CUSTOMS POWER OF ATTORNEY

Check appropriate box: Individual Partnership Corporation Sole Proprietor LLC

Federal I.D. / Social Security / Customs Assigned # _____

Know all persons by these presents that _____ (Grantor)
Full Name (as registered with the EIN/SS#) of Corporation, Individual, LLC, Partnership, or Sole Proprietorship

doing business as _____ under the laws of the State or Province of _____

residing or having a principal place of business at (address) _____

hereby constitutes and appoints each of the following persons:

TAHOCO Logistics, Inc., its heirs and assigns, through any of their licensed officers and duly Empowered employees (Grantee)

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in **ALL Customs Districts**, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.

To make endorsement on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacture records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said port or in any other customs district.

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

To 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 authorize other Customs Brokers to act as grantor's agent; to 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, to accept service of process behalf of the grantor and to appoint subagents. And generally to transact at the customhouses in any district any and all customs business including making, signing, and filing of protest 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 preformed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until the ___ day of _____, 20___ or until notice of revocation in writing is duly given to and received by a District Director of Customs, if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of: 2 years from the date of execution.

Grantor acknowledges receipt of TAHOCO Logistics, Inc. terms and conditions of service governing all transactions between the parties. The Terms and Conditions of Service are found on the back of the TAHOCO Logistics Inc. Invoice for services and on the website at www.taco.ca

If you are the Importer of Record, payment to the broker will not relieve you of liability for Customs charges 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 "U.S. Customs Service." Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of checks.

In witness whereof the said (company name) _____

has caused these presents to be sealed and signed. (signature) _____

(print name and title) _____ (date) _____

Certification by Non-Resident Corporation

For non-U.S. resident corporations only: this form is to be completed by an officer of the company other than the one who executed the Power of Attorney.

I (name) _____ certify that I am the (title) _____
of (name of corporation) _____ organized under the laws of the Province of _____
that (name of signer of Power of Attorney) _____ who signed the Power of Attorney on behalf of the
corporation, is the (title) _____ of the corporation, and that the signer was given the
authority to sign Powers of Attorney on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set by hand at the city of _____

Province of _____

Date _____, 20____. Signature _____

U.S. Customs accepts the noted titles as having signing authority for the corporation.

Titles other than noted require supporting documentation (Articles of Incorporation or Board of Directors resolution) to validate authority of signing officer.

- President
- Vice President
- Secretary
- Treasurer



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Power of Attorney facts:

U.S. Customs business as referred to includes but is NOT limited to: to make, endorse, sign, declare or swear to any request for immediate delivery, entry, withdrawal, declaration, certificate, bill of lading, protest, affidavit or document required for drawback or clearance of merchandise into the U.S. or other action performed on behalf of the principal as required by law or regulation.

Powers of Attorney may be granted by both resident and non resident individuals, partnerships, corporations and sole proprietorships.

Powers of attorney should be executed on the Tahoco Logistics, Inc, general Power of attorney form which includes the terms and conditions prescribed In customs Form 5291.

The original signed and sealed power of attorney must be forwarded to

**Tahoco Logistics, Inc.
400 Riverwalk Parkway, Suite #200
Tonawanda, NY 14150**

How can TAHOCO help?

Your Tahoco Logistics, Inc. representative will provide you with the proper Power of Attorney form and certification for your completion.

Assistance for completion of the power of attorney may be obtained by calling our Toll free Customer Service at 1-800-471-5530.

U.S. Customs Brokers Power of Attorney Instructions for Non-Resident Corporations

- 1 U.S. Customs assigned importer number (if available).
- 2 Check appropriate box.
- 3 Full name of Corporation.
- 4 Complete name of the Province of Incorporation.
- 5 Not Applicable
- 6 If operating under a name other than the name in #3 above, show the second name here.
- 7 Not Applicable
- 8 Complete business address including Province and postal code.
- 9 Complete corporate name as in #3.
- 10 Typed name and signature of Corporate Officer.
- 11 Title of the Above Corporate Officer.
- 12 Date signed.
- 13 Typed name and signature of two witnesses to above signature.
NOTE: This is an optional requirement.
- 14 Corporate Seal, if required by your company's Articles of Incorporation.

Assistance for completion of the power of attorney may be obtained by calling our
Toll free Customer Service at 1-800-471-5530.

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CUSTOMS POWER OF ATTORNEY

Federal ID or SIS Number: _____ (1)

Check appropriate box:

- Individual
- Partnership (2)
- Corporation
- Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS: That, _____ (3)
 (Full Name of person, partnership, or corporation, sole proprietorship; Identify)

a corporation doing business under the laws of the State/Province of _____ (4) or a _____ (5)
 doing business as _____ (6) residing at _____ (7)
 having an office and place of business at _____ (8), hereby constitutes and appoints each of

The following persons: *TAHOCO Logistics, Inc., its heirs and assigns, through any of their licensed officers and duly Empowered employees.*

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date on in ALL Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.

entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor.

To authorize other Customs Brokers to act as grantor's agent; to 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, to accept service of process behalf of the grantor and to appoint subagents.

To make endorsement on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacture records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said port or in any other customs district.

And generally to transact at the customs houses in any district any and all customs business including making, signing, and filing of protest 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, 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; the foregoing power of attorney to remain in full force and effect until the _____ day of _____ 20____ or until notice of revocation writing is duly given to and received by a District Director of Customs, if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of: 2 years from the date of execution.

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

Grantor acknowledges receipt of TAHOCO Logistics, Inc. terms and conditions of service governing all transactions between the parties. The Terms and Conditions of Service are found on the back of the TAHOCO Logistics Inc. Invoice for services and on the website at www.ta&f.com

To 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

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IN WITNESS WHEREOF, the said _____ (9)

has caused these presents to be sealed and signed: (Signature) _____ (10)

(Capacity) _____ (11) (Date) _____ (12)

WITNESS: _____ (13) _____ (13)

_____ (14)

Customs Form 5291 (120195)

(Corporate seal)*(Optional)

CUSTOMS POWER OF ATTORNEY

Federal ID or SIS Number: _____ (1)

Check appropriate box:

- Individual
- Partnership (2)
- Corporation
- Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS: That, _____ (3)
(Full Name of person, partnership, or corporation, sole proprietorship; Identify)

a corporation doing business under the laws of the State/Province of _____ (4) or a _____ (5)

doing business as _____ (6) residing at _____ (7)

having an office and place of business at _____ (8), hereby constitutes and appoints each of

The following persons: *TAHOCO Logistics, Inc., its heirs and assigns, through any of their licensed officers and duly Empowered employees.*

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date on in ALL Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.

To make endorsement on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacture records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said port or in any other customs district.

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

To 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 authorize other Customs Brokers to act as grantor's agent; to 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, to accept service of process behalf of the grantor and to appoint subagents.

And generally to transact at the customs houses in any district any and all customs business including making, signing, and filing of protest 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, 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; the foregoing power of attorney to remain in full force and effect until the _____ day of _____ 20____ or until notice of revocation writing is duly given to and received by a District Director of Customs, if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of: 2 years from the date of execution.

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IN WITNESS WHEREOF, the said _____ (9)

has caused these presents to be sealed and signed: (Signature) _____ (10)

(Capacity) _____ (11) (Date) _____ (12)

WITNESS: _____ (13) _____ (13)

_____ (14)

Customs Form 5291 (120195)

(Corporate seal)*(Optional)



CREDIT APPLICATION FORM

- Thompson Ahern & Co. Ltd.
- First Choice Logistics / TA Freight Services
- TAHOCO Logistics Inc.

CLIENT INFORMATION									
Legal Name:									
Trade Name:									
Physical Address:					Mailing Address:				
City:		Province/State:			Postal/Zip Code:				
Telephone Number:		Fax Number:							
A/P Contact Name:		Tel # (if different from above):			Email:				
Customs Contact Name:		Tel # (if different from above):			Email:				
DIRECTORS, OFFICERS & SHAREHOLDERS INFORMATION									
1. Name:		Title:			Tel #:				
2. Name:		Title:			Tel #:				
3. Name:		Title:			Tel #:				
BUSINESS STATUS									
SBRN / Business # / IRS #:									
Parent Company:					Relationship:				
Subsidiary (%):			Division:		Joint Venture:				
Nature of Business:					Years in Business:				
Line of Business:		<input type="checkbox"/> Wholesale <input type="checkbox"/> Retailer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Other							
Type of Business:		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other							
Total Employees:			Annual Sales:						
BANKING INFORMATION									
Bank Name:				Address:					
Transit #:				Account #:					
Contact Name:				Tel #:		Fax #:			
*May we contact the bank directly? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please complete the authorization release below									
TRADE REFERENCES									
1. Company Name:				Contact Name:					
Tel #:				Fax #:					
2. Company Name:				Contact Name:					
Tel #:				Fax #:					
3. Company Name:				Contact Name:					
Tel #:				Fax #:					
4. Company Name:				Contact Name:					
Tel #:				Fax #:					
CREDIT REQUIREMENTS									
Canadian Credit Information		# of Shipments Per Month:			GST Letter: <input type="checkbox"/> Yes <input type="checkbox"/> No				
U.S. Credit Information		# of Shipments Per Month:			Importer Bond: <input type="checkbox"/> Yes <input type="checkbox"/> No		ACH:		
Payment Terms:				Limit Requested:					
CUSTOMER'S AGREEMENT									
<small>The undersigned hereby requests Thompson Ahern & Co. Ltd./Tahoco Logistics Inc. (TA/TL) to extend credit in the maximum amount referred to above. We hereby authorize TA/TL to obtain from any credit reporting agency or credit grantor, information as TA/TL may require at any time in connection with the credit hereby applied for and consents to the disclosure or exchange of any information concerning the undersigned. Unless otherwise indicated above, the undersigned hereby authorizes each of the above named bank and trade references to furnish TA/TL upon its request, credit and financial information with respect to the undersigned as TA/TL may require. Please note that all information will remain confidential.</small>									
Authorized Signature:					Date:				
Name (please print):					Title:				
Sales Representative Name:									

TERMS AND CONDITIONS OF SERVICE

Both the client and the Customs Broker agree to be bound by the Power of Attorney and the Terms and Conditions of Service until one or the parties advises the other in writing.

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer" governing the provision of customs brokerage and related services by the Company to the Customer. In the event the company renders any other 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 **Tahoco Logistics, Inc.**, its subsidiaries, related companies, agents and/or representatives.
- b) "Customer" shall mean the person for which the Company is rendering services, as well as its agents and/or representatives, including; but not limited to; shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers, 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 and representatives.
- c) "Documentation" shall mean all information received directly or indirectly from the Customer, whether in paper or electronic form.
- d) "Ocean Transportation Intermediaries" shall include: Ocean Freight Forwarder and a "non vessel operating common carrier"
- e) "Third parties" shall include, but not limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTI's, customs brokers, agents, warehousemen and others which the goods are entrusted for transport, cartage, handling and/or delivery and/or storage.

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 imported goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with US Government Agencies; as to all other services, "Company" acts as an independent contractor.

3. Limitation of Actions:

- a) Unless subject to a specific statute or international convention, all claims made 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 the Company must be filed and properly served on the 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 air transportation, within two (2) years from the date of 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 Section 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, The Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedures 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 inactions(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 are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling of the 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:

Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Bureau of Customs and Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on the Customer's behalf.

In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or third party, 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 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 or false statement by the Customer 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.

7. Declaring Higher Value to Third Parties:

Third parties to whom the goods are entrusted may limit 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 the Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimer – Limitation of Liability:

- a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services.
- b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of Third parties.
- c) 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 therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
 - i) Where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction; or
 - ii) Where the claim arises from activities relating to "Customs brokerage", \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; or
 - iii) For freight carried on Company's trucks the maximum liability for loss or damage to cargo is \$15.00 per pound per piece, subject to a maximum liability of \$100,000 per shipment unless the shipper/consignor requests Excess Declared Value Coverage, which has been arranged through and with the consent of Company, The agreed value on household goods, used machinery, or personal effects will not exceed \$.10 per lb. per article where the claim arises from activities other than those in (i) above or (ii) above, or \$50.00 per shipment or transaction.
- e) In No event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if is has been put on notice of the possibility of such damages.

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 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 arising from the importation or exportation of Customers' merchandise and/or conduct of the Customer, 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, 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 claims, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by 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 "Delivery (C.O.D.)" shipments, bank drafts, cashiers, and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignees 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 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed by the Company.

14. Limited Waiver of Record Confidentiality:

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the clients serviced by the Company are to be considered "confidential" unless waived by the clients. In order to permit electronic storage of Company's customs business records, the issuance of invoices and maintenance of our records of account, etc, at the offices of TAHOCO Logistics and or its affiliates, to this extent the Customer expressly waives confidential treatment of those records. The information contained in these records will not be disclosed to parties other than TAHOCO Logistics, Inc. and/or its affiliates and will otherwise be treated as confidential by the Company. Customer may revoke this waiver at any time by giving written notice to the Company.

15. No Duty to Maintain Records for Customer:

Customer acknowledges that pursuant to Sections 508 and 509 of the Traffic Act, as amended (19USC 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 agree to in writing, the Company shall only keep such records that it is required to maintain by statute(s) and or regulations(s), but not act as "record keeper" or "record keeping 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 too undertake pre or post release actions, including, but not limited to; obtaining binding rulings, advising of liquidations, filing of petitions or protests, etc.

17. 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 the Customer or its agents and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.

18. 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

19. Compensation of Company:

The compensation of the Company for its services may 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, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. Severability:

In the event any paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

21. 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 New York 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 of New York.
- b) Agree that any action relating to the services performed by the 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.

ACH Application

ACH APPLICATION	
United States Customs Service Automated Clearinghouse Daily Statement Payment Program (This form will be used to communicate account information to Mellon Bank)	
Date: _____	
Action to be taken: Add <input type="checkbox"/> Change <input type="checkbox"/> Delete <input type="checkbox"/>	
Current ACH Payer Unit Number: _____ Requested Effective Date: _____ <small>(Allow at least two business days.)</small>	
Payer Company Name: _____ Payer Company Address: _____ _____	
Payer Contact Name: _____ Payer Telephone: () _____ FAX: () _____	
Importer Number: _____ OR 3 digit filer code: _ _ _ <small>(include suffix)</small>	
Bank Name: _____ Address: _____ Telephone: () _____	
Bank must be a National Automated Clearinghouse Association (NACHA) participant.	
ACH Bank Transit ACH Bank Routing Number: _ _ _ _ _ Account Number: _ _ _ _ _	
To ensure the accuracy of the account information, it is requested that written verification (obtained from your bank) be completed and accompany this application. The ACH payer will be responsible for defaults that result from incomplete or erroneous account information when written verification is not submitted and certified by bank personnel. Please verify that the bank transit routing and account numbers on the ACH application and bank specifications sheet match before forwarding to the Accounting Services Division.	
Name of Customs Broker/Filer: _____ 3 digit filer code: _ _ _ Contact Name: _____ Telephone: () _____	
U.S. Customs ABI Client Representative of Customs Broker/Filer _____	
_____ Name of Authorizing Company Official Signature of Authorizing Company Official <small>(Please type or print)</small>	
This application should be faxed, mailed or e-mailed to the ACH Coordinator at:	
U.S. Customs Service Telephone: (317) 298-1200 Ext. 1098 ACH Applications FAX: (317) 298-1259 P.O. Box 68901 Indianapolis, IN 46268 Email: ACH-Customs@customs.treas.gov	
This section to be completed by the U.S. Customs Service	
ACH Payer Unit Number _ _ _ _ _ (assigned by USCS) Effective Date _____ <small>(Effective date is the first date ACH payment authorizations may be sent by Customs Broker/Filer)</small>	

Automated Clearinghouse (ACH) Application Form

A separate ACH Application Form must be completed for each bank account if multiple accounts are used in the Automated Clearinghouse (ACH). To receive notification of the assigned Payer's Unit Number quickly, print the FAX telephone number in the upper right-hand corner of the form. If a broker is providing the form on behalf of the client, the client's FAX number should be provided.

Definitions for the data elements reported on the ACH Application Form are defined below:

Data Element	Description
Add	Check this box if the action is to add new banking account data.
Change	Check this box if the action is to change banking account data already on file or to change company address or contact information.
Delete	Check this box if the action is to delete the ACH payer's unit number. Deleting the record will prevent its future use in the ACH payment authorization transaction.
Current ACH Payer Unit Number Requested Effective Date	The current ACH payer unit number for which the change or delete is requested. The date the change is to take place. Effective dates for changes should be at least two business days in the future.
Payer Company Name	The name of the company which relates to the bank account information being provided.
Payer Company Address	The city, state and ZIP code of the company which relates to the bank account information being provided.
Payer Contact Name	The name of the contact person for the related payer company name.
Payer Telephone/FAX	The telephone and FAX number of the company responsible for the ACH payment.
Importer Number or 3-Digit Filer Code	The 12-position importer number or the 3-position filer code identifying the payer to which the ACH payer unit number will be assigned.

Data Element	Description
Bank Name	The name of the bank related to bank account information.
Address	The address of the bank related to the bank account information.
Telephone	The telephone number of the bank related to the bank account information.
ACH Bank Transit Routing Number	A 9-position number identifying the location of the bank where the bank account is located. This number is obtained from the bank. It is the responsibility of the payer to ensure that the information provided is correct.
ACH Bank Account Number	The bank account number which is to be used in the ACH payment process. This number is obtained from the bank. It is the responsibility of the payer to ensure that the information provided is correct.
Name of Customs Broker/Filer	The name of the Customs Broker/Filer the payer will use in the ACH payment authorization transmission. If payer uses more than one Customs Broker/Filer, provided the name of only one.
3-Digit Filer Code	The filer code of the related Customs Broker/Filer the payer will sue in the ACH payment authorization transmission.
Contact Name	The name of a contact person of the related Customs Broker/Filer name.
Telephone	The telephone number of the related Customs Broker/Filer contact name.
U.S. Customs ABI Client Representative of Customs Broker/Filer Name of Authorizing Company Official Signature of Authorizing Company Official	The name of the ABI Client Representative of the related Customs Broker/Filer the payer will use in the ACH payment authorization transmission. The name of the company official who is authorized to release the information provided on the form. A legible signature of the company official who is authorized to release the information on the form.

Data Element	Description
ACH Payer Unit Number	The six-digit ACH payer unit number assigned by U.S. Customs in “ADD” actions. This number will be used in the ACH payment authorization transmission to U.S. Customs.
Effective Date	Provided by Customs. The date the first ACH payment authorization may be transmitted to U.S. Customs by the payer’s filer.

BOND APPLICATION

Requested by: _____
Name and Location

Date: _____
MM/DD/YYYY

Phone: _____

Please apply for a Bond for the following company:

Company: _____

Address: _____

City: _____

Prov/State: _____ Postal Code/ZIP: _____

Phone: _____ Fax: _____

Contact: _____

Title: _____

IRS/Federal ID# of U.S. Customs Assigned Number: _____

Please apply for a Bond for the following company:	Country of Origin

	Last Calendar Year	Estimated Next Calendar Year
Value:		
Duty Paid:		
No. of Entries:		

NOTE: WE MUST HAVE A VALID POWER OF ATTORNEY PRIOR TO BOND APPLICATION. UNTIL SUCH TIME A PROPERLY EXECUTED POWER OF ATTORNEY IS RECEIVED, TAHOCO RESERVES THE RIGHT TO CHARGE FOR THE USE OF OUR BOND.

U.S. BONDS ARE GOOD FOR A ONE YEAR PERIOD. PLEASE NOTIFY TAHOCO PRIOR TO THE EXPIRATION DATE AND WE WILL ARRANGE TO UNDERWRITE A NEW BOND FOR AN APPROPRIATE FEE.

List the location of all separately incorporated companies or divisions. The legal name of each must be shown. Do not use abbreviations such as “LTD.” or “INC.” unless the Articles of Incorporation were filed in this fashion.

Note: A U.S. Customs Power of Attorney is required for EACH business entity listed.

Company Name	Street Address	City	State/Prov	Postal
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

List the legal name and address of all unincorporated divisions or trade names used, for which the above principals consent to be legally responsible for customs transactions. Please note that all locations for which you wish your bond to apply must be listed. A bond cannot be committed to locations not listed on the bond.

Company Name	Street Address	City	State/Prov	Postal
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				