1. Definitions. (a) "Company" shall mean UPS Supply Chain Solutions, Inc., its subsidiaries, successors or assigns, related companies, agents and/or representatives. (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, expressors, carriers, secured parties, warehousers, buyers and/or sellers, shipper's agents, insurers and/or reinsurers, security brokers, ocean freight forwarders, and all other parties, who (i) has dealt with the Company in the course of the performance of the duties in connection with import/export security filings, the entry and release of goods, post export services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor.

2. 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 permits or licenses necessary for the shipment, including, but not limited to, obtaining any or all of the following: (a) customs clearance, (b) bonds, (c) export permits, or (d) certificates or licenses, (e) Company shall be entitled to forward the goods, without guarantee of receiving any compensation, out of the United States, or out of any country, for such reason as failure of the Customer to observe to all such regulations. In the event that said goods are rejected by by any authorities, the Company shall immediately return said goods to Customer at the expense of Customer.

3. Limitation of Actions. (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the date of the event giving rise to the claim. Company’s liability is limited to the amounts recoverable from insurance companies or other third parties, or in the absence of insurance, to the value of the goods, and may be limited by any acts of war, civil disturbances, strikes, lockouts, or other labor troubles, any act of God, and any other causes beyond the Company’s control.

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 selecting the correctness and completeness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or losses suffered by reason of any incorrect, incomplete or false statement upon which the Company reasonably relied. The Customer agrees that the Company has an affirmative non-delegable duty to disclose and all information required to inform 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.

5. Quotas Not Binding. Quotas 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 agreements are agreed to by both the Customer and the Company.

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 and Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incurred statements, or omissions on any declaration filed on Customer’s behalf; (b) In preparing and submitting import security filings, Customs entries, declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness and completeness of all documentation, whether in written or electronic format, and all information furnished by Customer and/or a third party. The Company shall use reasonable care to inform the correctness and completeness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or losses suffered by reason of any incorrect, incomplete or false statement upon which the Company reasonably relied. The Customer agrees that the Company has an affirmative non-delegable duty to disclose and all information required to inform 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.

7. Losses and Damages. The Company shall not be liable for losses or damages to the goods referred to in paragraph 9(d)(ii), $50.00 per importer security filing or transaction, or the amount of fees paid to the Company for the importer security filing or transaction, whichever is less; (ii) where the claim arises out of the preparation or/and submission of an import entry(ies), within seventy five (75) days from the date of the failure of the entry(ies); (v) For any and all claims of any other type, within two (2) years from the date of the loss.

8. Limitation of Liability. (a) Company's liability under this paragraph shall be limited to the amount of fees paid to the Company for the importer security filing or transaction, whichever is less; (b) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs and Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incurred statements, or omissions on any declaration filed on Customer’s behalf; (c) In preparing and submitting import security filings, Customs entries, declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness and completeness of all documentation, whether in written or electronic format, and all information furnished by Customer and/or a third party. The Company shall use reasonable care to inform the correctness and completeness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or losses suffered by reason of any incorrect, incomplete or false statement upon which the Company reasonably relied. The Customer agrees that the Company has an affirmative non-delegable duty to disclose and all information required to inform 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.

9. Limitation of Actions. (a) Customer acknowledges that if the goods are held in warehouse, or elsewhere, the same will not be covered by insurance, unless the Company receives specific written instructions from the Customer and the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousers, buyers and/or sellers, shipper's agents, insurers and/or reinsurers, security brokers, ocean freight forwarders, and all other parties, who (i) has dealt with the Company in the course of the performance of the duties in connection with import/export security filings, the entry and release of goods, post export services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor.

10. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Georgia, without giving consideration to principles of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Georgia; (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

11. Confidentiality Waiver. Customer hereby grants Company authorization to share information generally considered confidential under 19 CFR 111.24 or any applicable laws, rules and regulations of countries other than the United States that govern the confidentiality of customs brokerage data, including but not limited to information concerning points of contact, addresses and telephone numbers, revenue and customs entries data.
with corporations owned by or under common ownership with Customer, with corporations owned and operated by United Parcel Service, Inc., Delaware, or with Company’s authorized service providers incidental to their provision of services.

[Revised 2-22-17]