



# SCARBROUGH

## CLIENT APPLICATION

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### CONTACT INFORMATION:

Legal Business Name: \_\_\_\_\_

Primary Business Address:  
(this should be considered the legal mailing address associated with your EIN/Tx/IRS Number)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_ Type of Address: \_\_\_\_\_

Primary Contact (First & Last Name): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Other Location Address (if applicable):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country: \_\_\_\_\_

Secondary Contact (First & Last Name): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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## BUSINESS INFORMATION:

Years at Current Address: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Federal ID Number/EIN/Tax ID Number: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Business Ownership: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Tax ID Number (check one):      Federal ID Number / EIN      Social Security Number

DUN's Number: \_\_\_\_\_ Gross Sales: \_\_\_\_\_

President (First & Last Name): \_\_\_\_\_

Accounts Payable Contact (First & Last Name): \_\_\_\_\_

Accounts Payable Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## FINANCIAL HISTORY:

Have you or a company you have held ownership in filed for bankruptcy in the past 10 years?

Are you applying for credit through Scarborough?

\*If you are applying for Scarborough credit, you will need to fill out the Scarborough Credit Application found at:

## SCARBROUGH SERVICES:

**Scarborough services you wish to use.** Check all that apply:

U.S. Customs Brokerage     Import Freight Forwarding     Export Freight Forwarding

Warehousing, Distribution or Fulfillment     Domestic Transportation     Consulting or Training

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## SHIPPING INFORMATION:

### Shipping Patterns:

Please describe your shipping patterns (Seasonal, consistent, every other month, your requirements, etc.)

Average number of shipments per month: \_\_\_\_\_ Maximum number of shipments per month: \_\_\_\_\_

Average shipment value: \_\_\_\_\_ Average duty rate (if known): \_\_\_\_\_

ACH Payor? \_\_\_\_\_ ACH Payor Number: \_\_\_\_\_

CTPAT Certified? \_\_\_\_\_ SVID Number: \_\_\_\_\_

### CTPAT Addendum:

Importers must have security procedures in place at the point of stuffing, procedures to inspect, properly seal and maintain the integrity of the shipping containers and trailers. Importers should ensure their shippers use the seven-point inspection process for empty containers prior to loading the cargo, as well as the seventeen-point inspection process for all trailers/tractors. The sealing of trailers and containers, to include continuous seal integrity, are crucial elements of a secure supply chain. Importers are reminded that seals used to secure loaded containers and trailers bound for the U.S. must meet or exceed the current PAS ISO 17712 standards for high security seals. All importers are encouraged to participate in CBP's CTPAT program. CTPAT is a voluntary CBP program designed to increase supply chain security through voluntary participation by importers and others integral to the international supply chain. It focuses on proactive practices to reduce and avoid supply chain security breaches. For more information on CTPAT, Container Security, and Seal requirements please email [consulting@scarbrough-intl.com](mailto:consulting@scarbrough-intl.com).

### Surety Bond Information (Imports only):

Do you have a continuous bond in place?

\_\_\_\_\_ Yes. Please note: Scarborough can import under your current bond or transfer your bond when it expires.

\_\_\_\_\_ No. We would like to apply for a continuous bond through Scarborough's services.

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## INSURANCE COVERAGE:

Apart from obvious risk of destruction of merchandise being shipped, your company should be aware of the following with regards to non-insured cargo:

Air and ocean carriers have no liability for:

- acts of God, such as weather, earthquakes, fire, lightning, etc.;
- acts of war such as strikes, riots, civil commotions;
- criminal acts or negligence by master or crew; or
- latent defect in hull or machinery;
- unseaworthiness of vessel.

Carriers have limited liability as follows:

- Ocean carriers: \$500 per package (sometimes a container may be considered a package).
- Air carriers: 19 special drawing rights (SDR's) per kilogram (approx. \$12.50 per kg).

### Do you wish Scarborough to insure your import and/or export shipments?

Yes  No  Written authorization will be given to Scarborough prior to each shipment.

\*If Scarborough does not receive written authorization then your shipment will **not** be insured through our policy. If you are insured by your own marine cargo insurance policy or other insurance coverage, you may issue Scarborough authorization to **not** insure your cargo through our policy.

**Additional insurance coverage levels of "with average" or "free of particular average" are also available.**

If you wish to insure your cargo through Scarborough, the insurance coverage will be **all risks coverage** unless otherwise specified below:

All Risks (default)  With Average  Free of Particular Average

SAMPLE CERTIFICATE OF INSURANCE TO FOLLOW (2 PAGES):

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Page 1 of 2 pages of a Certificate issued under Policy Number 10RTS6148 in the event of loss or damage the beneficiary must be in possession of the complete Certificate.

CLAIMS SETTLEMENT INSTRUCTIONS

Shipments to U.S. or South America: report claim and send supporting documents to Roanoke Trade Services, Inc., telephone +1-847-969-1420 Email: marineclaims@roanoketrade.com; fax: +1-847-969- 8200; post to: 1475 E. Woodfield Road, Suite 500, Schaumburg, Illinois 60173-4903 USA.

CERTIFICATE OF INSURANCE

This Certificate of Insurance may be verified at www.coveragedock.com by entering the Certificate number, Security ID, and one other piece of variable information that will be requested at the time of verification.

Certificate of Insurance No. XXXXXXXXXXXXXXXX Security ID: XXXXXXXXXXXXXXXXXXXX

This is to certify that the following has been declared and insured with Roanoke Trade Services, Inc acting for and on behalf of certain underwriters at Lloyd's (100% Watkins Syndicate 457) under Binding Authority Agreement Number B042410MAR01984 and policy number 10RTS6148 issued to United Shipping Lines, Inc. for insurances attaching thereto during the period commencing the 1st day of January, 2011 and ending the 31st day of December, 2011, both days inclusive, to cover up to the insured value specified below by any one vessel and/or aircraft or sending by parcel post, mail or similar parcel delivery service or conveyance, New Goods and/or Merchandise, however excluding Fresh Foods, Live Animals, Flowers, Plants, Cigarettes, Fine Arts, Cotton, Eggs, Cash in Transit, Specie, Securities and other Negotiable Papers, Bulk Products, Jewelry and Precious Stones and Metals, Laptop Computers, Computer Chips and similar memory devices and Mobile Telephones, from any port and/or place in the World, to any port and/or place in the World, but excluding entirely any country that is or may become embargoed by the United States or United Nations as sanctioned by the Office of Foreign Asset Control (OFAC).

THIS CERTIFICATE REQUIRES ENDORSEMENT IN THE EVENT OF ASSIGNMENT

Shipment Date: Insured's Reference Number:

Conveyance:

From:

For Roanoke Trade SERVICES, Inc. on behalf of Watkins Syndicate 457:

Via/To:To:

Kathleen A. Wilson, Executive Vice President

Date Signed: January 1, 2011

INSURED VALUE/Currency

Marks and Numbers:

In the event of a claim please notify the following Lloyd's Agent:

Reck & Co GmbH (Lloyd's Agent Bremen) Herrlichkeit 5, Bremen GERMANY D-28199 +49 421 59834 0 (24 hours) +49 421 59834 50 claims@reck.de

Interest Insured:

Letter of credit conditions. If any provision of the insurance contract is inconsistent with the following letter of credit wording, the insurance contract shall prevail: We hereby declare for insurance under the said Contract interest as specified above so valued subject to the special conditions stated on the following pages. Lloyd's Agents will locate the full wording for this cover under 'SPC 1291' on the Noticeboard on the Lloyd's Agency website.

NEW GOODS AND/OR MERCHANDISE except while on deck of ocean vessel subject to an On Deck Bill of Lading are insured: Against all risks of physical loss or damage from any external cause, except as excluded by the Clauses in Section 7 of this Policy.

USED GOODS AND/OR MERCHANDISE are insured: All Risks of physical loss or damage from any external cause, except as excluded by the Clauses in Section 7 of this Policy.

However coverage is subject to the following: Excluding electrical, electronic and mechanical derangement unless the assured is able to demonstrate that such damage is the result of a peril insured against. Excluding rust, oxidation, and discoloration. It is warranted that the shipper or their representative shall perform a pre-shipment condition survey with photographs. Should the assured fail to conduct the required survey, coverage shall further absolutely exclude marring, chipping, scratching, and denting. Underwriters shall not be liable for more than \$500,000 on any one conveyance. Each claim shall be subject to a deductible of 1% of the total insured value (but subject to a minimum deductible of \$1,000.

Insuring conditions and additional information continue on following page.

Underwriters agree losses, if any, shall be payable to the order of TO ORDER on surrender of this Certificate. In the event of loss or damage which may result in a claim under this insurance, immediate notice must be given to the Lloyd's Agent at the port or place where the loss or damage is discovered in order that they may examine the goods and issue a survey report. The survey agent will normally be the Agent authorized to adjust and settle claims in accordance with the terms and conditions set forth herein, but where such Agent does not hold the requisite authority, please contact: the Lloyd's Agent as specified above. A full list of Lloyd's agents can be found at www.lloydsagency.com. (Survey fee is customarily paid by claimant and included in valid claim.)

This Certificate not valid unless the Declaration be signed by: Scarbrough International (Kansas City)

Dated:

Countersigned: \_\_\_\_\_ Authorized Signatory

SAMPLE

Certificate of Insurance No. XXXXXXXXXXXXXXXX  
Security ID: XXXXXXXXXXXXXXXXXXXX

GOODS ON DECK SUBJECT TO AN ON DECK BILL OF LADING are insured:

Goods on deck subject to an on deck bill of lading are insured Warranted Free from Particular Average (FPA) unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty Underwriters are to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress; and also to pay the insured value of any merchandise and/or goods jettisoned and/or washed or lost overboard.

Notwithstanding the foregoing, goods insured shipped on deck under an under deck bill of lading, without the knowledge and consent of the shipper, shall be treated as under deck cargo and insured as per sub-division A of this Clause.

Shipments on vessels on a break-up voyage are excluded.

American Institute (AIMU) Amended War Risk Only (Cargo) Clauses (February 5, 1981). American Institute Strikes Riots and Civil Commotions (AIMU) (February 21, 2003).

Marine Extension Clause (amended). Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause including U.S.A. Endorsement. Institute Cyber Attack Exclusion Clause. Institute Marine Policy General Provisions (Cargo) with English Law and Practice Clause and War Exclusion Clause deleted. North American Classification Clause (20 years). Institute Service of Suit Clause (U.S.A.)

UK Export Control Order 2008 - Revocation of Licenses Clause JC2010/015

IMPROPER PACKING: In no case shall this insurance cover loss, damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured. For the purpose of this clause "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants. INHERENT VICE: In no case shall this insurance cover loss, damage or expense caused by inherent vice or nature of the subject matter insured.

MECHANICAL AND ELECTRICAL DERANGEMENT: this insurance shall exclude loss of or damage due to mechanical, electrical or electronic derangement unless there is evidence of external damage to the insured item or its packing.

UNPROTECTED CARGO: Coverage for unpacked/unprotected cargo shall exclude rust, oxidation and discoloration.

SEVERAL LIABILITY

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

All comments, inquiries or complaints by the Assured must be referred in the first instance to the Roanoke Trade Services, Inc. whose address is provided below. Complaints should be referred to James L. Cahalan, Executive Vice President Legal Affairs, Roanoke Trade Service, Inc., 1475 E. Woodfield Rd., Suite 500, Schaumburg, IL 60173-4903. If no satisfaction is obtained, complaints should be referred to Policyholder S Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Telephone: + 44 (0) 20 7327 5693, Fax+44 (0) 20 7327 5225, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

IMPORTANT INSTRUCTIONS IN THE EVENT OF A CLAIM

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable.

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

IMPORTANT FOR LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignee or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

NOTE:

The Institute Clauses incorporated herein are deemed to be those current at the time of commencement of the Risk.

It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation, Lloyd's Agents referred to herein are not insurers and are not liable for claims arising on this Certificate. The service of legal proceedings upon Lloyd's Agents is not effective service for the purpose of starting legal proceedings against Underwriters.

Jurisdiction: U.S. Courts as per Institute Service of Suit Clause (USA). Exclusive governing law: The laws of England and Wales.

Lloyd's is regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5SH Unauthorised reproduction of this certificate by any process whatsoever and for whatever reason is forbidden.



# SCARBROUGH

## TERMS & CONDITIONS:

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

**2. Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the 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 90 days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- b) All suits against Company must be filed and properly served on Company as follows:
  - i. For claims arising out of ocean transportation, within 1 year from the date of the loss;
  - ii. For claims arising out of air transportation, within 2 years from the date of the loss;
  - iii. For claims arising out of the preparation and/or submission of an import entry(s), within 75 days from the date of liquidation of the entry(s);
  - iv. For any and all other claims of any other type, within 2 years from the date of the loss or damage.

**4. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind,

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which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**5. Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

**6. Reliance On Information Furnished.**

- a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies 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; Limitation of Liability.**

- a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- 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 the following:

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i. where the claim arises from activities other than those relating to customs business, \$50.00 USD per shipment or transaction, or  
ii. where the claim arises from activities relating to "Customs business," \$50.00 USD per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

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

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

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

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

**14. General Lien and Right To Sell Customer's Property.**

a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

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

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

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

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

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

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

**19. 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.

**20. 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.

**21. 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.

**22. 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 Missouri 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 Missouri;
- 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.

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## EMAIL SUBSCRIPTION:

\_\_\_\_\_ Please subscribe me to the Scarborough newsletter

Scarborough sends news updates and opportunities for free training. Emails are sent about twice a month. By marking yes, you will receive these emails and can unsubscribe at any time.

## CLIENT APPLICATION SIGNATURE:

By signing and dating the below, you acknowledge receipt of this entire client packet, including:

- Client application
- Sample certificate of insurance
- Terms and Conditions

By signing below, you certify that the information indicated on the client application and statements above are true and complete as of the date given below. You also hereby unconditionally accept the Scarborough terms and conditions and acknowledge receipt of certificate of insurance samples.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (First & Last) \_\_\_\_\_

Title: \_\_\_\_\_

Company Name \_\_\_\_\_

Scarborough Representative you have been working with: \_\_\_\_\_

How did you hear of Scarborough? \_\_\_\_\_

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