

FLASH CARGO, Inc.

160-51 Rockaway Blvd., Suite 201, Jamaica, NY 11434



TEL: (718) 276-9300
FAX: (718) 276-9449

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ISF CONTRACT

CUSTOMER RELEASE AND ACKNOWLEDGEMENT

Flash Cargo, Inc. services of Importer Security Filing (ISF)

Flash Cargo, Inc. provides services as agent for importers and other international traders to facilitate their Importer Security Filing (ISF).

Flash Cargo, Inc. agrees to provide these ISF (Importer Security Filing) services during normal company and customs business hours from 8:30 AM to 4:30 PM Monday through Friday Eastern Standard (New York) Time.

By signing where indicated below, Customer agrees to Flash Cargo, Inc. terms and conditions and, by providing a duly authorized signed Customs Power of Attorney, hereby authorizes Flash Cargo, Inc to perform ISF filing services on its behalf.

“Company” shall mean Flash Cargo, Inc., its subsidiaries, related companies, agents, and/or representatives. In addition to the terms and conditions stated below, usage of these ISF services shall be subject to the National Customs Brokers and Forwarders Association (NCBFAA) terms and conditions of services, including its provisions regarding jurisdiction, venue and limits of liability.

“Customer” shall mean all users of these ISF services along with all their customers, as well as Customer’s subsidiaries, related companies, agents and/or representatives.

Company will make commercially reasonable efforts to accurately transmit, or cause a third party to accurately transmit, the information received from or on behalf of Customer in a timely manner, consistent with industry standards and subject to (i) delays related to force majeure events as customarily defined in the United States of America customs brokerage/freight forwarding and United States of America shipping/transportation industries and (ii) any and all technological failures or constraints that may occur or arise.

Company will rely on the accuracy of all information received from or on behalf of Customer, and shall not be responsible for verifying the accuracy of any such information. Customer shall ensure the accuracy of all such information, and shall indemnify, defend, and hold Company harmless from any and all claims asserted and all liabilities and/or losses suffered by Company, including without limitation any and all costs, penalties, fines, fees, attorneys’ fees and costs, expenses and/or damages, including without limitation damages for loss of profit, goodwill, or other intangible losses.

Company, in its absolute discretion, may elect to provide Customer with reports, which may be submitted daily, weekly, or on any other schedule Company selects. It is up to Customer to inspect each such filing for accuracy and completeness and to promptly notify Flash Cargo, Inc. in the event an amendment is necessary and further to provide the correct and complete details for any such amendment. Further, it is Customer’s responsibility to insure that ISF has been filed for each of its shipments and finding any such shipments which have been dispatched without a complete and accurate ISF filing, it is Customer’s responsibility to promptly notify Flash Cargo, Inc of same, unless Customer elects to file its own ISF or an amendment, in which case, Customer shall prepare and transmit its own ISF and amendments.

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(Continued)
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EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR ANY SERVICES PROVIDED BY ANY THIRD PARTY.

COMPANY EXPRESSELY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT COMPANY'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR FREE; OR THAT THE QUALITY OF COMPANY'S SERVICES WILL MEET CUSTOMER EXPECTATIONS.

No agent, employee, or representative of Company has any authority to bind Company to any affirmation, representation, or warranty concerning the services provided under this contract, and unless an affirmation, representation, or warranty is specifically included within this contract, it shall not be enforceable by Customer.

Customer's exclusive and sole remedy against Company under this contract shall be the refund of any money paid to Company by Customer for the specific services from which Customer's claim(s) arose.

IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE ACTS OF ANY THIRD PARTY OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A copy of the NCBFAA "Terms and Conditions of Service" is attached as part of this agreement and may also be accessed at Company's website at www.flashcargo.com.

AGREED TO:

ACCEPTED:

Dated: _____

Dated: _____

CUSTOMER

Flash Cargo, Inc.

By: _____

By: _____

Title: _____

Title: _____