



For RL Jones use Only	Payment Terms
Account number:	
Credit Limit Fees:	Net Days:
Credit Limit Advances	Net Days:
Date Approved:	
Approved by:	

**CUSTOMER BILLING AND CREDIT PROFILE
(Terms & Conditions of Service)**

Company Information (responsible for payment of RL Jones invoices):

Company Name: _____
 Address: _____
 City: _____ State: _____ Postal Code: _____ Country: _____
 Accounts Payable Contact: _____ E-mail: _____
 Phone: _____ Cel/Nextel: _____ Fax: _____
 Number of years in business: _____ Tax ID number: _____ Duns #: _____
 Please select one: Corporation: ___ Partnership: ___ Limited Partnership: ___ Sole Proprietor: ___ Other: ___

Services Rendered To:

Company Name (if different): _____
 Address: _____
 City: _____ State: _____ Postal Code: _____ Country: _____
 Contact: _____ E-mail: _____
 Phone: _____ Cel/Nextel: _____ Fax: _____

Bill To Party:

Company Name (if different): _____
 Address: _____
 City: _____ State: _____ Postal Code: _____ Country: _____
 Accounts Payable Contact: _____ E-mail: _____
 Phone: _____ Cel/Nextel: _____ Fax: _____

Send invoices to (other than Company or Bill to Party, if so, importer of record must execute "Waiver of Confidentiality):

Company Name (if different): _____
 Address: _____
 City: _____ State: _____ Postal Code: _____ Country: _____
 Accounts Payable Contact: _____ E-mail: _____
 Phone: _____ Cel/Nextel: _____ Fax: _____

Invoicing Options:

Select invoicing option: ___ Hardcopy with backups ___ Hardcopy without backups ___ Via email without backups
 Backup documents are available via web download. Hardcopy invoices will be sent only to US mailing addresses.
 Select billing frequency: ___ Per shipment ___ Weekly ___ Bi-weekly ___ Monthly
 Would you like to receive a bi-weekly balance statement? Yes ___ No: ___ E-mail: _____

Credit References (in the U.S.):

Name of Reference #1: _____
 Address: _____
 City: _____ Postal Code: _____
 State: _____ Country: _____
 Account number: _____
 Contact person: _____ Phone: _____ Fax: _____

Name of Reference #2: _____
 Address: _____
 City: _____ Postal Code: _____
 State: _____ Country: _____
 Account number: _____
 Contact person: _____ Phone: _____ Fax: _____

FOR RL JONES USE ONLY:

Reference verified? Yes: ___ No: ___ Verified by: _____ Date: _____ Result Positive: ___ Negative: ___

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 **Richard L. Jones Customhouse Brokers, Inc.**, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, 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;**

© "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: 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 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 Company must be filed and properly served on 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 one (2) year from the date of the 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 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, 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 Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

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 (ii) (iii) (iv) (a) (b) 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 therefore, 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:

(i) where the claim arises from activities other than those relating to customs business, \$50.00 Dllrs. per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," \$50.00 Dllrs. 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. 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. 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

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. (i) (ii)

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 18% 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.

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;

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.

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.

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. 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.

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 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 (a) (b) (c) 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 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.

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 Arizona and/or California and/or Texas without giving consideration to principals of conflict of law.

Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Arizona and/or California and/or Texas ;
- (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.

22. General lien on any property: (a) The undersigned agrees that Company shall have a general lien on any and all property (and documents relating thereto) of the client, in the possession, custody or control of Company or en Route, for all claims, charges, expenses or advances incurred by Company in connection with any shipments of the client. This lien shall be constructed and interpreted in its broadest sense as a conveyance of security interest as defined by the Uniform Commercial Code, specifically including a lien on, or assignment of, accounts receivables or proceeds of client due from any third party. Company is specifically authorized to use or designate this agreement as a Security Agreement or as a part of a financing statement (UCC-1) to be filed or recorded in any jurisdiction, and Company is hereby appointed to execute the name of the client or any such UCC-1. If any such claim, demand or invoice by Company to clients remains unsatisfied for **15 days** (initials here ____)after notice of payment is made (commencing at the mailing date by Company), then Company may have various or alternative remedies, including the sale at public auction or private sale of the goods, wares and/or merchandise or client as may be held by Company, or so much thereof as may be necessary to satisfy the lien, provided 10 days written notice by registered or certified mail shall first be given to client, or the notification of Company to any third party located anywhere of this lien and assignment of accounts receivable or proceeds, coupled with a demand that such third party shall forthwith pay all sums directly to Company, Company shall provide a copy of any such notice to client and such notice shall remain in effect until this lien, including all charges and collection expenses, shall be fully paid. From the sale of goods, or application of accounts receivables, Company shall apply the net proceeds to the payment of the total amount due to Company, and any surplus shall be remitted to client, but client shall nevertheless be liable for any deficiency in the sale.

(b) In consideration of an extension of credit, if approved by Richard L. Jones Customhouse Brokers, Inc.. (hereinafter Company), the above Reference and Credit Disclosure was voluntarily given and may be relied upon by Company. I/we expressly agree with all promises and terms herein stated, in the event the account is not paid within 15 days from presentation, I/we agree Company shall be entitled to a finance share of **1.6%** per month on all past due balances. I/we further agree that I/we will pay all collection costs including any collection agency fees, and attorney's fees in the event delinquent account is assigned or referred for collection. Otherwise, all invoices are due and payable upon presentation of invoice.

- (c) The signor certifies that he/she is authorized to execute this Credit Application and Reference Disclosure on behalf of the customer above described and declares that the information submitted herein is true and correct. The signor further authorizes Company to obtain customer and business credit reports for the purpose of evaluation for the extension of credit to guarantor(s). The Signor understands that this application is subject to final approval by a review panel of Company.

Completed by (Company Officer): _____ Capacity: _____

Date completed: _____ E-mail address: _____

For valuable consideration, the undersigned (hereinafter called Guarantor jointly and severally, unconditionally guarantee and promise to pay to Richard L. Jones Customhouse Brokers, Inc. (hereinafter Company), or order, any and all indebtedness of the above firm, the work advances, debts, obligations and liabilities of firm to Company, whether due or not due, absolute or contingent, liquidated, determined or undetermined, and whether Guarantors may be liable, individual or jointly with others, or whether recovery upon such indebtedness may be, or hereinafter becomes, barred by any statute of limitations, or whether such indebtedness may be, or hereinafter becomes, otherwise enforceable. This is a guaranty of payment. There shall be no revocation except in writing actually received by Company, and revocation is prospective only. Guarantor(s) waive notice of any efforts or proceedings by Company to collect upon the principal obligation and Company need not make such efforts.

We acknowledge the fact that all duties are estimated and subject to corrections upon liquidation by Customs & Border Protection, that regardless of who is shown as importer of record Richard L. Jones Customhouse Brokers, Inc. is acting in an agency capacity only, and that we are responsible for all advances made by Richard L. Jones Customhouse Brokers, Inc. on our behalf.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____