

Instructions for completing Customs Power of Attorney

STEP ONE:	Identify the type of Power of Attorney
(a)	In the upper left hand corner, check the appropriate box: LLC, individual, General Partnership, Limited Partnership, Corporation, or Sole Proprietorship. If none of those apply, please contact your Janel Group representative
STEP TWO:	Provide Certain Grantor Information
(a)	State the Employer Identification Number, also known as the federal tax identification number, of the Grantor. If an individual, state the Social Security Number
(b)	Print (or type) the name of the Grantor. It must be the full legal name associated with the registered Employer Identification or Social Security number
(c)	List the state or, if a foreign Grantor, the county and province in which the Grantor is doing business.
(d)	If other than a Corporation, list either LLC, Individual, General Partnership, Limited Partnership, or Sole Proprietorship. If none of those apply, please contact your Janel Group representative.
(e)	If other than a Corporation, list any "Doing Business As" names that exist. If none, leave blank.
(f)	Provide complete business address where the Grantor resides or has its principal place of business.
STEP THREE	State the duration of the Power of Attorney. If you wish for the Power of Attorney to Stay on file indefinitely, leave this area blank.
(a)	In the middle portion of the form, please state the amount of time that Power of Attorney will remain in effect. Leave blank if the Power of attorney will remain in effect until indefinitely, i.e., until grantor provides notice of revocation. If the Grantor is a Partnership or LLC, the Power of Attorney is automatically limited to a period not to exceed 2 years from the date of execution.
	Note: If a date is entered, the Power of Attorney will no longer be valid after that date. Any date entered should be at least 30 business days from the date of execution.
STEP FOUR:	Sign and date the Power of Attorney.
(a)	Signature of a duly authorize person of the company. Note: The form must be signed by a duly authorized representative of the grantor (e.g., If a Corporation, the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO or, if another organization, the Partner, Member, Director, or Owner). U.S. Corporations: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporation Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized office of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. U.S. Partnership, LLCs, and Sole Proprietorships: If the Grantor is a general or limited Partnership or LLC, the Grantor shall state on a separate addendum the names of all Partners, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership or LLC. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner, Member, or Director of the Partnership or LLC, or an Owner of the Sole Proprietorship, a letter from the Partnership, LLC, or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership or LLC Agreement, or the Sole Proprietorship. Foreign Grantors: Except for foreign grantors that are individuals, all foreign Grantors that are not qualified to conduct business in the United States must complete the attached "Corporate certification" or provide other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor. Such written evidence must be consistent with the laws of the foreign country (and any applicable province).
(b)	The Capacity of the signatory (title). (President, Treasurer, Vice President, Secretary, CEO, CIO, COO, Partner, Member, Director, Owner or other Duly Authorized Representative).
(c)	Write the date on which the signatory signed the Power of Attorney.
STEP FIVE	Read the METHOD OF PAYMENT ADVISORY STATEMENT AND ALL TERMS OF THIS DOCUMENT CAREFULLY BEFORE SIGNING.

**Customs Power of Attorney
And Acknowledgement of Terms and Conditions of Service**

IRS Number: _____ - _____

SSN: _____ - _____ - _____

Know all men by these presents: that, _____ doing business as a () Individual, () Partnership, () Corporation, () Sole Proprietorship, () Limited Liability Co, under the laws of the state of _____, residing or having a principal place of business at: _____, hereby constitutes and appoints

Janel Group Inc., its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to: Make, endorse, sign, declare, or swear to any Customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the Customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise; Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading 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 or statements in connection with the entry of merchandise;

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, landing, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a non-resident of the United States, to accept service of process on behalf of the grantor;

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 in all Customs Districts and in no other name, to transmit the required Importer Security Filing ("ISF") data elements to CBP through an approved Automated Manifest Electronic Data System or Automated Broker Interface System ("AMS or ABI"). We further authorize Grantee to update all filings, as necessary.

Grantor hereby agrees that it shall be solely responsible for the accurate and complete delivery of data to Grantee sufficiently in advance of the time of filing and that Grantor shall bear primary responsibility for the accuracy of all ISF data. Grantee may, in its sole discretion, refuse to transmit ISF data received untimely from Grantor. Grantor hereby indemnifies and holds Grantee harmless from any and all penalty or liquidated damage claims relating to the ISF data.

Grantor acknowledges that all acts undertaken or services provided by Grantee on behalf of Grantor or in furtherance of Grantor's business, shall be governed by Grantee's terms and conditions, a copy of the terms initially in effect on the date that this power is granted is hereby acknowledged and the terms of which are incorporated herein by reference and which terms may be subsequently modified by inclusion with or on Grantee's invoices to Grantor, or upon other written notice.

And generally to transact customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, 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 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;

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after expiration 2 years from the dates of its execution);

Grantor acknowledges receipt of Janel's terms and conditions of service governing all transactions between the parties.

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor

IN WITNESS WHEREOF, the said _____ caused these present to be sealed and signed:

Name: _____ Capacity: _____

Signature: _____ Date: _____

Witness (If required): _____ Name: _____

METHOD OF PAYMENT ADVISORY STATEMENT:

If you are the importer of record, payment to the broker will not relieve you of the liability for U.S. Customs charges (duties, taxes or other debts owed customs) 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 the "U.S. Customs and Border Protection" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office to arrange timely receipt of duty checks. You must notify Janel Group in advance if you elect to make payment with a check made payable to the Bureau of Customs and Border Protection.

Corporate Certification

(To be made by an officer other than the one who executes the Power of Attorney)

I, _____ certify that I am the _____
_____, organized under the
laws of the State/Province of _____,
that _____, who signed this power
of attorney on behalf of the grantor, is the _____
of said corporation; and that said Power of Attorney was duly signed, and attested for and in behalf of
said corporation by authority of its governing body as the same appears in a resolution of the Board of
Directors passed at a regular meeting held on the _____ day of _____, 20____, now in
my possession or custody. I further certify that the resolution is in accordance with the articles of
incorporation and bylaws of said corporation and was executed in accordance with the laws of the
State/Province or Country of Incorporation.

In Witness whereof, I have hereunto set my hand and affixed the seal of said corporation at the City of
_____, this ___ day of _____, 20____
(Signature)

Individual or Partnership Certification

City: _____
County: _____
State/Province: _____ SS No.: _____
On this _____ day of _____, 20____
Personally appeared before me _____
Residing at _____

Personally known or sufficiently identified to me, who certifies that _____ (is) (are) the individual(s) who executed
the foregoing instrument and acknowledge it to be _____ free act and deed.

Import Informed Compliance Form

Contact authorized to accept Customs Communication:

Please list the individual in your company responsible for Customs purposes.

Name: _____ Phone: () -

Title: _____ Email: _____

Buying Commissions:

Customs requires Buying Agency Agreements between an importer and an overseas buying agent to be disclosed. You are required to notify us at time of entry and provide us with a copy of any Buying Agency Agreement and the commission amount agreed to.

Royalties & Assists:

Customs requires that any charges for royalties and assists (such as: dies; molds; tooling; printing plates; artwork; engineering work; design and development; or financial assistance) must be disclosed and may be subject to duty. Similarly charges paid which are not specified on the commercial invoice, covering imported shipments (such as services for samples, domestic buying commissions or profit sharing), must be disclosed and may be subject to duty.

Related Transactions:

Customs requires all entries to disclose whether that transaction between an importer and a foreign supplier is between related or non-related parties. You are required to advise us of the relationship status and keep us informed of any changes.

Trademarks:

The Importer is required to inform Janel in writing of any trademarks involved in your import shipments. Importers must furnish copies of license agreements for trademarks to which they have import rights. Furthermore, Janel requires that the importer hold us harmless any claims thereof, whether or not the trademark is notified to us.
Your signature below confirms acceptance of the afore-mentioned.

Binding Rulings:

Classification of merchandise is subject to change by Customs at time of entry liquidation. To avoid uncertainty you should obtain binding rulings for goods that may be subject to substantially higher duty rates. Importers are responsible to provide the most recent binding rulings to Janel Group Inc., to assure accuracy of Customs entries.

First Sale Declaration:

Customs & Border Protection requires importers to declare any First Sale transactions at the time of entry. . You are required to advise us of any First Sale transactions on a line item level and keep us informed of any changes.

To the best of our knowledge we understand our responsibilities and are in compliance with all rules and regulations. By signing this document we understand and agree to provide the above information on or before entry of goods and we acknowledge that these statements are true and correct to the best of my knowledge.

Company Name: _____ Date: _____

Authorized Signature: _____ Title: _____

Insurance

Company Legal name: _____

Address: _____

Option 1: We require Janel Group, Inc. to arrange cargo insurance on our behalf at 110% of the cost & freight value on all shipments.

Authorized Signature _____ Date: _____

Ocean Western Europe, Eastern Europe, Far East, Southeast Asia, Australia, Pacific Islands (excluding Balkans, Russia, Former CIS, Yugoslavia, Burma/Myanmar, Indonesia, Mongolia, North Korea, Syria)

\$0.55 per \$100.00 (Minimum \$45.00)

Caribbean, Central, South America, Middle East, India (excluding Cuba, El Salvador, Mexico, Peru, Afghanistan, Iran, Iraq, Israel, Jordan, Lebanon, Oman, Pakistan and Yemen)

\$0.75 per \$100.00 (Minimum \$45.00)

Air Western Europe, Eastern Europe, Far East, Southeast Asia, Australia, Pacific Islands, Caribbean, Central, South America, Middle East, India,, (excluding, Balkans, Russia, Former CIS, Yugoslavia, Burma/Myanmar, Indonesia, Mongolia, North Korea, Syria, Cuba, El Salvador, Mexico, Peru, Afghanistan, Iran, Iraq, Israel, Jordan, Lebanon, Oman, Pakistan and Yemen)

\$0.55 per \$100.00 (Minimum \$45.00)

Truck USA and Canada \$0.45 per \$100.00 (Minimum \$45.00)

Mexico \$0.50 per \$100.00 (Minimum \$45.00)

- Notes:
- Goods cannot be insured for more than 130% cost and freight value
 - Coverage on duties and taxes is additional
 - Cargo subject to a \$500.00 deductible per shipment for all countries
 - Household goods, personal effects, automobiles (used or new are excluded from above)
 - Complete details and conditions are available upon request
-

Option 2: We do not require the Janel Group, Inc., to arrange cargo insurance on our behalf.

Waiver

Janel Group, Inc.'s recommendation that all shipments to and from United States be insured for loss, damage, theft, General Average and other unfortunate occurrences, proper coverage being the responsibility of our clientele. As an additional service, Janel Group Inc., can arrange insurance on your behalf on the above fee structure. Should you wish not to make use of our cargo insurance services please indicate same by completing this waiver. Please note however that as per the National Customs Brokers and Freight Forwarder's Association terms and conditions, if Janel Group, Inc., is found to be responsible for any loss, its liability is limited to the maximum amounts currently in effect.

Authorized Signature: _____ Date: _____

TERMS AND 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 Janel Group 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 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: 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 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, 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 Customer’s 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 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 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.

Initials: _____

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:
 - (i) where the claim arises from activities other than those relating to customs business, \$50 per shipment or transaction, or
 - (ii) here the claim arises from activities relating to "Customs business," \$50 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 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 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.

- (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 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 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 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 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. 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.

Initials: _____

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 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; New York
- (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. Force Mejeure. 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 Subcontractors, 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 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.

Copyright by the National Customs Brokers & Forwarders Association of America, Inc. (Revised 07/08)

Initials: _____

Importer Security Filing Implementation Form									
Date:									
Client Name(s):									
Client Point of Contact:									
Janel Group, Inc. Point of Contact:									
<p>Janel Group, Inc. must have one of these completed forms on file in order transport cargo or file a Customs entry on your behalf after January 26, 2009. Please check all of the boxes that apply. If you change your filing method in the future, please contact your Janel Group, Inc. representative immediately to provide us with complete details. It is our intention to assist our clients in preventing the assessment of CBP fines & penalties against their account for failure to file an accurate ISF.</p>									
Filing Method(s) - Please check all that apply.									
Janel Group, Inc. ISF filer									
Our company will utilize Janel Group, Inc. for all of its ISF filings for cargo being transported through the services of Janel Group, Inc. origin partners. Our origin vendors will provide all of the necessary information to complete the ISF to Janel Group, Inc. agent partners at least 72 hours prior to sailing.									
Our company will utilize Janel Group, Inc. for all of its ISF filings for cargo that is not transported through the services of Janel Group, Inc. origin partners, but for which Janel Group, Inc. will file the Customs entry. Our origin vendors, our own office staff or our forwarding/steamship line partners will provide all of the necessary information to complete the ISF to our Janel Group, Inc. point of contact at least 72 hours prior to sailing.									
Our company will utilize Janel Group, Inc. for ISF filings for cargo that is neither transported through the services of Janel Group, Inc. agent partners nor cleared through Customs by Janel Group, Inc. Our origin vendors, our own office staff or our forwarding/steamship line partners will provide all of the necessary information to complete the ISF to our Janel Group, Inc. point of contact at least 72 hours prior to sailing. We will advise Janel Group, Inc. if we require them to confirm transmission to any parties outside of Janel Group, Inc..									
Self Filer with Janel Group, Inc. audit and transmit (temporary)									
Our own staff will utilize the Janel Group, Inc. web portal to enter our own ISF transactions, but we would like Janel Group, Inc. to audit the data and transmit it to CBP on our behalf. We will contact our Janel Group, Inc. point of contact at least 72 hours prior to sailing to confirm the data has been entered and is ready for audit and transmission. We will advise Janel Group, Inc. if we require them to send confirmation of transmission to any outside parties.									
Self Filer									
Our own staff will utilize the Janel Group, Inc. web portal to enter and transmit our own ISF transactions. We require no other additional support from Janel Group, Inc. other than the use of its web portal.									
Our vendors will utilize the Janel Group, Inc. web portal to enter and transmit our ISF transactions. We require no other additional support from Janel Group, Inc. other than the use of its web portal.									
Amendments: We request that Janel Group, Inc. amend ISF's filed by Janel Group, Inc. on our behalf to match to the entry at a fee of per amendment									
Other									
We require an alternative for our ISF's that cannot be described above and is detailed here (please describe your needs):									
We do not require any support from Janel Group, Inc. for our ISF's and have arranged for their filing through other sources to insure our compliance.									
The use of Janel Group, Inc.'s ISF web portal and all ISF business transacted on behalf of our clients is subject to our terms and conditions.									
Company:									
Name:									
Capacity:									
Signature:									
Date:									

Credit Application			
Name of Company including DBA or Full Name of Individual (First, Middle, Last) and address: Name: DBA/AKA/DIV: Address:			
Year Established:	Number of Employees:	D & B Number:	
What charges will the Janel Group Inc advance on your behalf: <input type="checkbox"/> Freight <input type="checkbox"/> Duty <input type="checkbox"/> Exams <input type="checkbox"/> None <input type="checkbox"/> Other:			
A/P Contact Name:	A/P Contact's Tel:	A/P Contact email:	
CFO/ VP of Finance:	Phone:	Email:	
Credit Requirements			
Annual Disbursements	Duty:	Freight:	Other:
*Credit Limit Requested:		* Note: We will require latest audited financial statements for large credit limit requests	
BANKING INFORMATION			
Name of Bank:		Name of contact:	
Mailing address:			
City:	State:	ZIP Code:	
Checking Account Number:	Phone:	Fax:	
Trade References			
Company Name:			
Name of contact:	Phone:	Fax:	Email:
Company Name:			
Name of contact:	Phone:	Fax:	Email:
Company Name:			
Name of contact:	Phone:	Fax:	Email:
<p>I/We understand that receipt of payment will be required within the assigned terms and conditions outlined in the back of our invoice or agreed upon term with The Janel Group Inc.</p> <p>All Past due balances are subject to a 1.5% interest charge per month. In consideration of the Janel Group Inc granting credit to Applicant, it is mutually agreed that in the event that the Janel Group is to utilize collection agencies or attorneys to assist in collection of outstanding balances, applicant agrees to be responsible for reasonable collection and/or attorney's fees.</p> <p>The Undersigned hereby unconditionally guarantees the payment of any and all sums of money due to the Janel Group. The guaranty shall be continuing guaranty and shall remain in effect until written notice of its revocation is issued. The Notice or revocation shall not be effective prior to receipt by The Janel Group Inc. The undersigned hereby waives notice of acceptance of this guaranty.</p> <p>Janel shall have a general and continuing lien on any and all property of Customer coming into its actual or constructive possession or control for monies owed to Janel with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both as outlined in section 14 of our terms and conditions which are available at www.janelgroup.com.</p> <p>If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes, or other debts owed CBP) 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 the "U.S. Customs and Border Protection" which will be delivered to CBP by the broker. The Janel Group, Inc. has a policy against payment solicitation or receipt of any rebate directly or indirectly which would be unlawful under the United States Shipping Act 1984.</p> <p>The signature below authorizes The Janel Group Inc to obtain credit information and confirms the customer's agreement to the Janel Group Inc terms and conditions.</p>			
Corporate officer's Signature:			Date:
Name Printed:			Title: