

Trans-Border Global Freight Systems, Inc.

2103 Route 9 • Round Lake, NY 12151 • USA
Tel: 518.785.6000 • 800.493.9444
Fax: 518.785.6239 • Web: www.tbgfs.com



Rev. 1/16/2018

Attn: Accounts Payable / Credit Manager
Re: Credit Application & Cargo Insurance Form Requirement

Please take a moment to complete and sign the Trans-Border Global Freight Systems, Inc. Standard Credit application and Cargo Insurance Coverage Form enclosed. This is a requirement in order to provide you with credit for our service, as well as for industry security measures and accounting purposes. Please return the completed application at your earliest convenience in order for us to properly establish credit for your account.

Please return it via e-mail, fax or mail to the attention of Karyn Kokernak. My e-mail address is kkokernak@tbgfs.com. Feel free to call with any questions or concerns.

Please be sure to sign and date the credit application in order for us to properly establish credit for your account.

Thank you in advance for your consideration in this matter. Your support is appreciated and your business is valuable to us. We look forward to hearing from you soon!

Best Regards,

A handwritten signature in black ink, appearing to read "Karyn Kokernak", with a long horizontal flourish extending to the right.

Karyn Kokernak
Accounting Manager

Trans-Border Global Freight Systems, Inc.

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Credit Requested \$ _____ Date _____
Business Name _____ Phone# _____ Fax# _____

Billing Address _____
(Street) (City) (State) (Zip)

Shipping Address _____
(Street) (City) (State) (Zip)

D/B/A _____ Fed Tax I.D. _____

Type of Business _____ Date Established _____

No. of Employees _____ Estimated Annual Sales _____

Ownership (Check): Sole Proprietor Partnership Corporation

Principal _____
(Name) (SS#) (Home Address)

A/P E-mail & Name: _____ A/P ext. _____

Do you require reference #'s or special documents in the billing packet? Yes No

Please list requirements if applicable: _____

Bank Name _____ Address _____

Phone# _____ Account # _____ Type: Savings Checking Loan

Trade References

1. Company Name _____ Contact Name _____
Fax# _____ Email _____
2. Company Name _____ Contact Name _____
Fax# _____ Email _____
3. Company Name _____ Contact Name _____
Fax# _____ Email _____
4. Company Name _____ Contact Name _____
Fax# _____ Email _____

I have read and acknowledged the terms and conditions of Trans-Border Global Freight Systems, Inc. as outlined on pages 6 & 7. Trans-Border Global Freight Systems, Inc. also reserves the right to revoke any credit terms previously established, and without the need of any prior verbal or written notification to the customer.

Signature (x) _____ Date _____

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Trans-Border Global Freight Systems, Inc. Options for Payment of Duties, Taxes and Similar Fees (Please Select One From Each Of The Below)

USA Import Duties and Fees

Direct Payment to US Customs: Importer Issues a Company Check drawn on a US bank, Bank Draft or Certified Check payable directly to Customs and Border Protection. **Note: This payment must be received by Trans-Border Global Freight Systems, Inc. within 7 business days from the day the merchandise was released by US Customs as the estimated duties and taxes must be submitted to Customs within 10 business days from the release date.*

Automated Clearing House Single Pay using importer's account: This option allows you to establish an ACH account directly with US Customs for electronic payment of duties and taxes on a shipment by shipment basis. ACH payments eliminate the hassle of cutting checks or running to the bank and trying to meet time sensitive deadlines for payment.

Periodic Daily Statement via Importer's Automated Clearing House account. Importers can consolidate entry summaries on a monthly basis that their filer has scheduled for a single day. The duty payments are due on the 15th working day of the month scheduled by the filer.

Periodic Monthly Statement via Importer's Automated Clearing House account. This is the most advantageous method of payment offered. PMS participants can summarize Periodic Daily Statements into a consolidated statement each month that allows them to pay the duties and fees to US Customs and Border Protection as late as the 15th working day of the following month. This provides additional flexibility in the management of the working capital required for duty payments as well as potentially significant cash flow advantages. This option also allows users to view the Periodic Monthly Statement as it is being built during the month via their ACE portal account.

Trans-Border Global Freight Systems, Inc. pays all duties, taxes and fees on your behalf as a portion of our standard services and allows for payment within our agreed upon credit terms. When this option is selected there will be a 3% disbursement charge applied to the total layout of the duties, taxes and fees if in excess of \$ 500.00.

Accelerated Payment to Trans-Border Global Freight Systems, Inc. By law it is required that duties, taxes and fees are paid to US Customs within 10 business days of the cargo's release date. In order to avoid payment of the disbursements fees mentioned in the above option, you may remit an accelerated payment to Trans-Border Global Freight Systems, Inc. which must be accounted for within 10 business days of the invoice receipt date.

Exports from USA

Trans-Border Global Freight Systems, Inc. pays all duties, taxes and fees on your behalf as a portion of our standard services and allows for payment within our agreed upon credit terms. When this option is selected there will be a 3% disbursement charge applied to the total layout of the duties, taxes and fees if in excess of \$ 500.00.

Accelerated Payment to Trans-Border Global Freight Systems, Inc. In order to avoid payment of the disbursements fees mentioned above in the above option, you may remit an accelerated payment to Trans-Border Global Freight Systems, Inc. which must be accounted for within 10 business days of the invoice receipt date.

If you require additional information or assistance to make a selection, please contact your Account Executive. Thank you!

Please Note: Any other substantial layouts resulting from services NOT being provided by Trans-Border Global Freight Systems, Inc. may be subject to disbursement fees. Examples would be: Collect air freight or ocean freight charges for inbound cargo, Customs exam charges and storage fees. You will be presented with an accelerated payment option to avoid these charges as applicable.

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Trans-Border Global Freight Systems, Inc. Freight Bill Audit and Payment Company Policy

Trans-Border Global Freight Systems, Inc. operates as an International and Domestic Freight Forwarder and third party logistics provider. As such, it arranges for cargo transportation with cost-effective solutions to minimize distractions and increase profitability on behalf of its customers. Trans-Border Global Freight Systems, Inc. then invoices its customer and pays the service providers.

Upon completion and acceptance of our standard credit application, we may extend credit and payment terms to a customer and, when requested, may invoice its charges to a freight payment company designated by the customer as a customer convenience.

If you are using a freight payment and/or audit company, **please note the following:**

- Trans-Border Global Freight Systems, Inc. extends credit to its customer- the shipper, consignee or beneficial owner of the goods being shipped. Trans-Border Global Freight Systems, Inc. considers a freight payment company to be an agent of the customer, and it does not extend credit to the customer's freight payment company.
- A customer's payment to its freight payment company does not constitute a payment to Trans- Border Global Freight Systems, Inc. If a customer's freight payment company fails to pay Trans- Border Global Freight Systems, Inc. invoice, for any reason within your payment terms, including but not limited to insolvency, bankruptcy or misappropriation of funds, the customer will not be relieved of its obligations and will remain liable for unpaid freight charges.
- If charges remain unpaid by a customer's freight payment/auditing company for more than the agreed upon net terms, they are subject to interest fees per Trans-Border Global Freight Systems, Inc. Standard Terms & Conditions clearly stated within our Trans-Border Global Freight Systems, Inc. Credit Application.

We hope that our valued clients understand and appreciate the necessity of clarifying Trans-Border Global Freight Systems, Inc. policy relations to freight payment companies.

Signature: _____

Date: _____

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Cargo Insurance Coverage Form

Please check the appropriate box and return with your credit application and/or other documentation required to establish your account with Trans-Border Global Freight Systems, Inc.

I request Cargo insurance coverage on all consignments handled by Trans-Border Global Freight Systems, Inc.*

I am not interested in purchasing full insurance coverage through Trans-Border Global Freight Systems, Inc. as we are self-insured, **or** we accept limited liability coverage**

*Coverage is subject to the terms and conditions of Trans-Border Global Freight Systems, Inc.'s Marine policy.

** Under limited liability coverage, your shipment will be insured against the carrier's limited liability policy. You will not be financially compensated in full in the event of any loss/damage during transit should you rely up on this form of coverage. For more details on carrier liability rates, please contact Yateen Patel via email at ypatel@tbgfs.com or by calling 800-493-9444.

Company Name: _____

Contact Person: _____

Telephone#: _____

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, those Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

(a) "Company" shall mean Trans-Border Global Freight Services, 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.

(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, truck men, cart men, lighter men, 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 giving and timely receipt of such notice shall be a condition precedent to the commencement of any suit or action and the failure to do so 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 two (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 seventy-five (75) days from the date of liquidation of the entry(s); and

(iv) For any and all other claims of any other type, within one (1) year 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 in writing 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 governmental 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.

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:

(i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction; and

(ii) where the claim arises from activities relating to "Customs business," \$50.00 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. Finance Charges; Costs of Collection. If payment is not received by the Company within five (5) days of the due date, the Customer will pay a finance charge of two percent (2%) per month on the past due amount, unless a lower interest rate is agreed to by the Company in writing. In the event payment is not made by the due date, in addition to the amount owed and finance charges, the Customer shall also be responsible for the payment of all costs and expenses associated with the collection of the past due amounts including, but not limited to, reasonable attorney's fees and expenses, court costs and all other expenses incurred.

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 "record-keeper" 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.

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; Attorneys' Fees.

(a) This Terms and Conditions of Service, and the rights and obligations of the parties hereto, shall be construed and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(b) Any action or other legal proceeding arising out of or otherwise relating to this Terms and Conditions of Service shall be commenced in the Supreme Court of the State of New York in and for the County of Saratoga. Customer consents to the nonexclusive personal jurisdiction of said courts and waives each objection to the laying of venue of any such action or other legal proceeding.

(c) Notwithstanding the foregoing, all claims, disputes and other matters in question arising out of or relating to this Terms and Conditions of Service or breach thereof shall, at the Company's sole election, which election may be made at any time prior to the commencement of a judicial proceeding by the Company or the last day to answer or respond to a Summons and/or Complaint made by the Customer, be submitted to arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. In the event of such election, the arbitration shall be venued in Saratoga County, New York, and judgment may be entered on the arbitration award by any court having jurisdiction of the matter.

(d) In any action, other legal proceeding or arbitration arising out of or otherwise relating to this Terms and Conditions of Service, the non-prevailing party shall be responsible for the payment of all costs and expenses of the prevailing party including, but not limited to, reasonable attorney's fees and expenses, court/arbitration costs and all other expenses incurred.

(Signature)

(Date)