

TERMS AND CONDITIONS OF SERVICES



These terms and conditions of service constitute a legally binding contract between Isaac J Mendiola DBA Mendiola Customs Brokerage and the "Client".

1. Definitions.

- (a) "Company" shall mean Isaac J Mendiola DBA Mendiola Customs Brokerage, its agents and/or representatives;
- (b) "Client" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives. It is the responsibility of the client to provide notice and copies of these terms and conditions of service to all such agents or representatives;
- (c) "Third parties" shall include, but not be limited to, the following: "carriers, forwarders, agents, warehousemen and others to which the goods are entrusted;
- (e) "Documentation" shall mean all information received directly or indirectly from Client, whether in paper or electronic form.
- (f) "Freight Forwarder" shall mean a person or entity that is engaged in the business of dispatching shipments in foreign commerce between the United States, its territories or possessions, and foreign countries, and handling the formalities incident to such shipments, on behalf of other persons.

2. Limitation of Actions.

(a) Unless subject to a specific statute, 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 Client.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of the preparation and/or submission of an import entry, ninety (90) days from the date of liquidation of the entry.
- (ii) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

3. Information Supplied.

Client acknowledges that it is required to review all documents and declarations prepared and/or filed with any Government Agency and/or third parties, and will immediately advise the Company in writing of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Client's behalf; The Client will indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Client's failure to disclose information or any incorrect, incomplete or false statement by the Client or its agent, representative or contractor.

4. Disclaimers; Limitation of Liability.

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

(b) The Company's liability shall be limited \$50.00 per transaction, or the amount of fees paid to the Company for transaction, whichever is less.

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, including any and all loss or damages arising from delay of services.

(d) Client agrees that the Company shall in no event be liable for the acts of third parties.

5. Indemnification

The Client agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Client's merchandise and/or any conduct of the Client, 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 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 Client by mail at its address on file with the Company.

6. No Duty To Maintain Records For Client

Client acknowledges that 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 Client.

7. Invoices and Payment

Unless different terms are requested by Client and agreed to by Company in writing.

(a) If fees and charges are collected by the Company

(i) The Company will deliver invoices to the Client within thirty (30) business days after completion of work.

(ii) Client agrees to make payment on any invoiced charges within thirty (30) calendar days after receipt of invoices.

(iii) Any unpaid balances are subject to a monthly surcharge of fifteen (15%) percent.

(iv) In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law.

(b) If fees and charges are collected by or thru a Freight Forwarder

(i) Terms and Services for invoices and payment provided by the Freight Forwarder will apply.

(ii) The Client waives 19 CFR 111.36 requirement for transmittal of copy of entries and bill for services rendered by the Company.

8. Insurance.

Company is under no obligation to procure insurance on Client's behalf.

9. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Client and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

10. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.