

## WRITTEN AUTHORIZATION FOREIGN PRINCIPLE PARTY IN INTEREST/AUTHORIZED AGENT

I/We (1) \_\_\_\_\_,  
(Name of Foreign Principle Party in Interest "FPPI") the "FPPI" organized and doing  
business under the laws of the Country of

(2) \_\_\_\_\_ and having an office and place of business

At (3) \_\_\_\_\_ hereby  
(Full and Complete Address with Postal/Zip Code of "FPPI")

authorizes **Bailey Trading Company, LLC**, (Authorized Agent) and its authorized officers and employees to act for and on its behalf as a true and lawful agent and attorney of the Foreign Principle Party in Interest ("FPPI") for, and in the name, place, and stead of the "FPPI", from this date, in the United States either in writing, electronically, or by authorized means to: act as authorized agent for export control, US Census Bureau (Census Bureau) reporting, and US Customs and Border Protection (CBP) purposes. Also, to prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the Census Bureau, CBP, the Bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the "FPPI", and to receive or ship any goods on behalf of the "FPPI".

The "FPPI" certifies that all necessary and proper documentation to accurately transmit the information electronically is and will be provided to the said Authorized Agent, and that all the statements and information contained in the documentation provided to the authorized agent and relating to the exportation will be true and correct. The "FPPI" further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation and agrees to be bound by all statements of said authorized agent based upon information or documented provided by the "FPPI" to said authorized agent. The "FPPI" appoints and authorizes Bailey Trading Company, LLC to act within the territory as lawful agent and to sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, certificates of origin, drafts and any other export document) necessary for the completion of an export as may be required under law or regulation, and to transmit export information in a manifest to CBP and other applicable U.S. Government agencies.

This written authorization is to remain in full force and effect until revocation in writing is duly given by the Foreign Principle Party in Interest and received by the Authorized Agent.

Signature: (4) \_\_\_\_\_

Signatories Printed Name: (5) \_\_\_\_\_

Capacity/Title: (6) \_\_\_\_\_

Date: (7) \_\_\_\_\_

**By signing this form, you also confirm you have received, read, and agree to the following Terms and Conditions below:**

## TERMS AND CONDITIONS OF SERVICE

(Please read carefully)

**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 Bailey Trading Company, LLC, its subsidiaries, related companies, agents and/or representatives, company's officers, directors, managers, partners, shareholders, members, and employees;
- (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, United States Principle Party In Interest (USPPI), Foreign Principle Party In Interest (FPPI), exporters, shippers, importers, 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 Authorized Agent. The Company acts as an Authorized Agent to act for and on its behalf as a true and lawful agent and attorney of the Customer for, and in the name, place, and stead of the Customer, from this date, in the United States either in writing, electronically, or by authorized means to: act as authorized agent for export control, US Census Bureau (Census Bureau) reporting, and US Customs and Border Protection (CBP) purposes. Also, to prepare and transmit any Electronic Export Information (EEI), or other documents or records required to be filed by the Census Bureau, CBP, the Bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the Customer, and to receive or ship any goods on behalf of the Customer;

The Customer certifies that all necessary and proper documentation to accurately transmit the information electronically is and will be provided to the said Authorized Agent, and that all the statements and information contained in the documentation provided to the authorized agent and relating to the exportation will be true and correct. The Customer further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation and agrees to be bound by all statements of said authorized agent based upon information or documented provided by the Customer to said authorized agent. The Customer appoints and authorizes Bailey Trading Company, LLC to act within the territory as lawful agent and to sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, certificates of origin, drafts and any other export document) necessary for the completion of an export as may be required under law or regulation, and to transmit export information in a manifest to CBP and other applicable U.S. Government agencies;

### 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 two (2) years from the date of the loss;
- (iii) 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, 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 action(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 prices for any goods or services, fees, rates of exchange, discounts, freight charges, packing, 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 provided to the Company, Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- (b) In preparing and submitting export declarations, applications, documentation and/or export data to the United States and/or a third party, 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 insure 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 or false statement by the Customer 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 export or import, 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 the goods nor its services; and it is mutually acknowledged and agreed that Company makes no warranty or representation of any kind, either expressed or implied, as to the fitness, design or condition of, safety or use of, or as to the quantity or quality of the merchandise, nor any warranty that the merchandise will satisfy the requirements of any law, rule, or specification of Principal.

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;

(c) 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).

(d) 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 "Company business", US\$50.00 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Company business", US\$50.00 per shipment, or the invoice amount paid to Company, whichever is less;

(e) 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.

10. Advancing Money. All charges must be paid to Company by Customer in advance by wire transfer unless the Company agrees in writing to accept payment by other means or to extend credit to customer; the granting of accepting payment by other means or extending credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Sales, Credits & Returns. All sales are final. No credits or returns are allowed for any reason, except with the prior written permission and approval by the Company to the Customer.

12. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the exportation or importation of customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, rules and regulations, including laws, rules and regulations of any foreign country, 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 Customer by mail at its address on file with the Company.

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 15% 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 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. 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. 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 seller, buyer, or other third parties.

17. 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.

18. Compensation of Company. The compensation of the Company for all its goods and services shall be included with and is in addition to the rates and charges of all carriers and all 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 freight charges assessed and a true copy of 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.

19. 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.

20. 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 California without giving consideration to principles of conflict of law.

Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of California;

(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 judgement may be instituted in any jurisdiction.

Instructions for completing:  
**WRITTEN AUTHORIZATION  
FOREIGN PRINCIPLE PARTY IN INTEREST/AUTHORIZED AGENT**

1. Print legibly in black ink, or type, the name of the Foreign Principle Party of Interest "FPPI".
2. Print legibly in black ink, or type the name of the Country where the "FPPI" is located.
3. Print legibly in black ink, or type the full and complete address of the "FPPI" including the Postal/Zip Code.
4. Block 4 must be signed by an authorized signer of the "FPPI".
5. Print legibly in black ink, or type the name of the person signing this form.
6. Print legibly in black ink, or type the capacity/title of the person signing this form. Examples are: CEO, CFO, COO, President, Vice President, Managing Member.
7. Print legibly in black ink, or type the date the form is signed.