

IMPORTER SECURITY FILING ACKNOWLEDGMENT

YSK Customs Brokers provides services as agent for importers and other international traders to facilitate their Importer Security Filing (ISF 10+2).

YSK Customs Brokers agrees to provide these ISF services Monday – Friday 8:00 AM to 7:00 PM Pacific Standard Time and requires complete and accurate information at least 72 hours prior to vessel sailing.

By signing where indicated below, Customer agrees to KAS Customs Brokers Terms and Conditions of Service and also authorizes YSK Customs Brokers to perform the filing of ISF on its behalf.

“Company” shall mean YSK Customs Brokers, its subsidiaries, related companies, agents and/or representatives. In addition to the terms and conditions stated below, usage of these ISF services shall be subject to the NCBFAA terms and conditions of service, including its provisions regarding jurisdiction, venue and limits of liability.

“Customer” shall mean all users of these ISF services along with all their customers, as well as Customer’s subsidiaries, related companies, agent and/or representatives.

Company will make commercially reasonable efforts to accurately transmit, or to cause a third party to accurately transmit, the information received from or on behalf of Customer in a timely manner, consistent with industry standards and subject to (i) delays related to force majeure events as customarily defined in the United States customs brokerage/freight forwarding and United States shipping/transportation industries and (ii) any and all technological failures or constraints that may occur or arise.

Company will rely on the accuracy of all information received from or on behalf of Customer, and shall not be responsible for verifying the accuracy of any such information. Company assumes no responsibility to file corrections to any data previously filed except upon the express instructions of Customer. Customer shall ensure the accuracy of all such information, and shall indemnify, defend, and hold Company harmless from any and all claims asserted and all liabilities and/or losses suffered by Company, including without limitation any and all costs, penalties, fines, fees, expenses and/or damages, including attorney’s fees and costs, as well as punitive, indirect, incidental, special, statutory, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, or other intangible losses.

Company, in its absolute discretion, may elect to provide Customer with reports, which may be submitted daily, weekly, or on any other schedule as Company selects. It is up to Customer to inspect each such filing for accuracy and completeness and to promptly notify YSK Customs Brokers in the event an amendment is necessary and further to provide the correct and complete details for any such amendment. Further, it is Company's responsibility to ensure that ISF has been filed for each of its shipments and finding any shipments which have been dispatched without a complete and accurate ISF filing, it is Company's responsibility to promptly notify YSK Customs Brokers of same, unless Customer elects to file its own ISF filings and amendments.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR ANY SERVICES PROVIDED BY ANY THIRD PARTY. COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY THAT COMPANY'S SERVICES WILL MEET CUSTOMER REQUIREMENTS: THAT COMPANY'S SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR FREE; OR THAT THE QUALITY OF COMPANY'S SERVICES WILL MEET CUSTOMER EXPECTATIONS.

No agent, employee, or representative of Company has any authority to bind Company to any affirmation, representation, or warranty is specifically included within this contract, it shall not be enforceable by Customer.

Customer's exclusive and sole remedy against Company under this contract shall be the refund of any money paid to Company by Customer for the specific services from which Customer's claim(s) arose.

IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE ACTS OF ANY THIRD PARTY OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGREE TO **DECLINE**

DATE: _____

PRINTED NAME OF CUSTOMER: _____

SIGNATURE: _____

TITLE: _____