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### EXPORT POWER OF ATTORNEY

Know all men by these presents, that:

\_\_\_\_\_ (the "Exporter"),  
(Name of Exporter)

a \_\_\_\_\_ organized and doing business under the laws of the  
(Individual, Partnership, Cooperation, Sole proprietorship, LLC, etc.)

State or Country of \_\_\_\_\_ and having an office and place of  
business at \_\_\_\_\_  
(Full legal address, no P.O. Box)

hereby authorizes ATLANTIC SHIPPING LLC (MINNESOTA) to act as forwarding agent and as  
authorized agent for and on behalf of \_\_\_\_\_  
(Name of Exporter)

for export control, census and customs purposes and to electronically submit and file, on the Automated Export System ("AES"), any and all Electronic Export Information("EEI")(a/k/a Shipper's Export Declaration)which may be required by law or regulation in connection with the exportation or transportation of any goods or merchandise on behalf of Exporter.

The Exporter certifies that it will provide ATLANTICSHIPPINGLLC with complete, correct, and accurate information, based on personal knowledge of the facts stated, and all necessary and proper documentation required to permit ATLANTICSHIPPING LLC to accurately file the EEI on the AES. Exporter further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation and Exporter agrees to be bound by all statements of ATLANTIC SHIPPING LLC based upon the information or documentation provided by Exporter to ATLANTIC SHIPPING LLC.

Exporter also agrees to indemnify ATLANTIC SHIPPING LLC and hold it harmless from and against any, and all, liability or damage ATLANTIC SHIPPING LLC may suffer as a result of Exporter providing incomplete, false or inaccurate information to ATLANTICSHIPPINGLLC. This Power of Attorney is to remain in full force and effect until revocation in writing is duly given by the Exporter to, and received by, ATLANTICSHIPPING LLC.

Exporter's EIN/DUNS/PASSPORT/BORDERCROSSINGORCOMPANYREGNO: \_\_\_\_\_ X

In witness whereof, \_\_\_\_\_ has caused these  
(Name of Exporter)

Presents to be duly executed by an authorized person:

Signature: \_\_\_\_\_ X

Printed name: \_\_\_\_\_ X

Title/Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Please note: Title 15 of the Code of Federal Regulations ("CFR"), §§30.3 and 30.7, require exporters to provide accurate and complete EEI on the AES. 15CFR§ 30.3 require an exporter to provide the forwarding agent with an export power of attorney, and 15CFR§§30.4 and 30.8 requires the forwarding agent to submit proof of filing EEI to the exporting carrier prior to exportation. ATS Export Power of Attorney Form-Updated March 06 24.



## POWER OF ATTORNEY TERMS & 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 documents shall govern those services. If Atlantic Shipping LLC issues its own bill of lading, the terms and conditions and tariff governing that bill of lading will apply.

### 1. Definitions.

- (a) "Company" shall mean Atlantic Shipping LLC (Minnesota) and / or ASA Management Inc. dba Atlantic Shipping LLC (referred to as Sea Shipping Line);
- (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, posts entry services, these curing of export licenses, the filing of export 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 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 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);
  - (iv) 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 of 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 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 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 the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- (b) In preparing and submitting customs entries, 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 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 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 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 therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at the 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) Subject to (d) 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 therefor, which request must be confirmed in writing by the Company prior to rendering its services for the covered transaction(s).
- (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
  - (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
  - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to the Company for the entry, whichever is less;
  - (e) In no event shall Company be liable 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 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 arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, 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 Customer by mail at its address on file with the Company.

### 12. Inspection/Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo intended for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches/inspections/screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

### 13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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.

### 14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. 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.

### 15. 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 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.

### 16. 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 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 "record keeping agent" for Customer.

### 17. 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 motion(s) and/or protests, etc.

### 18. 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.

### 19. 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.

### 20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and 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. 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 reasonable attorney fee.

### 21. Severability.

If any part of these terms and conditions of service is found to be invalid and/or unenforceable, the remainder of the terms and conditions shall remain in full force and effect.

### 22. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relations of the parties shall be construed according to the laws of the State of New York without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at the Southern District of New York and at no other place.

### Customer and Company

- (a) irrevocably consent to the jurisdiction of the State and Federal courts located in the Southern District of the State 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. ID07559