


DOCUMENTO DE OPERACIÓN PARA DESPACHO ADUANERO (DODA)			Página 1 de 1
No. DE INTEGRACIÓN:	141002497	PATENTE O AUTORIZACIÓN:	3071
FECHA DE EMISIÓN:			2026-02-23 10:24:53
Nº TOTAL DE PEDIMENTOS Y/O AVISOS CONSOLIDADOS DE LA OPERACIÓN:			1
CONTENEDORES / EQUIPO DE FERROCARRIL / N° ECONOMICO DEL VEHICULO:	CANTADOS	SECCIÓN ADUANERA DE DESPACHO:	
MX53122	46636, 08235024	240 NUEVO LAREDO, NUEVO LAREDO, TAMAULIPAS.	
			
CADENA ORIGINAL:   240 3071 1 6000785-COVE267YXYC07 141002497 MX53122 MX53122 2026-02-23 10:24:49			
FOLIO FISCAL DE CFDI CON COMPLEMENTO CARTA PORTE: CCC60851-A742-4E25-95A5-7D9F65EEAD62			
FIRMA DEL REPRESENTANTE LEGAL, AGENTE ADUANAL, AGENCIA ADUANAL O APODERADO:			
Nº DE SERIE DEL CERTIFICADO: 00001000000518249387			
SELLO DIGITAL:12	Q3xHxNAaG8Ax0JSK55CC4AQwbfO6fn2Y/MrpPv4HQ28Ta6k8aI22MXVD8qDsdaks/Swj2Si8iUQZlBdzgbr9L4Qkk40u5uQzUMGYA2jjUd3IfuG4KvkNzlgkcsYyabMSPR07ZAAlaBhbOhoXG2CKMvNSmKPplqeZ5lJrRKlCZY/lefNgQbXJEC5bnNf+DC76EGX+COy8l0m7YoVxPvqU7Kobx4XKvxhqvuBT/FIUHqvnYhi56VEQ4PwtJ7XCmaQI7pu/zLoVrNpt1sTEMtt070ww73CSdsvis+FNmFy4w/+kVvFpNLrwUcNm2llocMnuvhY6dY54zTP938428yAljQ==		
SELLO DEL SAT:			
Nº DE SERIE DEL CERTIFICADO: 20000108888800000041			
SELLO DIGITAL:	IqazQBILhALwElRsZXk6Avtv82yvu/PEqobf261pPRBs2PgilFoR7Bc5tDfjpo2F5IXvVHbQNjkyTWWIK5bif3Ld2gB4LVUYw/CQmjfv2j/80WB+S0M32YA6YzSwpjZ0QEoWTUzxyb0zBEZc4WA4mh4ITRsAvtAJytbhXJy3cY=		

02/23/26

2605207

12:37

LS

MX 53122

46636

#49

DECLARO BAJO PRÓTESTA DE DECIR VERDAD, EN LOS TÉRMINOS DE LO DISPUESTO POR EL ARTÍCULO 81 DE LA LEY, REPRESENTANTE LEGAL, AGENTE ADUANAL, AGENCIA ADUANAL O APODERADO  
**SERGIO AUGUSTO MUZZA GARZA**  
 "La Fecha y hora de emisión corresponde a la hora centro del país."




DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

OMB CONTROL NO: 1651-0001  
EXPIRATION DATE: 11/30/2025

**INWARD CARGO MANIFEST FOR VESSEL UNDER  
FIVE TONS, FERRY, TRAIN, CAR, VEHICLE, ETC.**  
19 CFR 123.4, 123.7, 123.61

CBP Manifest/In Bond Number  
**918-5426005-5**  
Page No. Page 1 of 1

1. Name or Number and Description of Importing Conveyance <b>MX53122</b>		2. Name of Master or Person in Charge (Last Name, First Name, MI)	
3. Name (Last, First, M.I.) and Address of Owner <b>MOTTS LLP 6425 HALL OF FAME LN FRISCO, TX</b>		4. Foreign Port of Lading <b>NUEVO LAREDO, MX</b>	5. U.S. Port of Destination <b>LAREDO, TX - 2304</b>
6. Port of Arrival <b>LAREDO, TX - 2304 - WORLD TRADE BRIDGE</b>		7. Date of Arrival <b>02/21/2026</b>	

Bill of Lading or Marks & Numbers or Address of Consignee on Packages	Car Number and Initials	Number and Gross Weight (in kilos or pounds) of Packages and Description of Goods	Name of Consignee	For Use By CBP only
<b>INV#:</b> 4302836925  6425 HALL OF FAME LN FRISCO, TX 75034-1954	MX53122	<b>INVOICE VALUE: 18,360.00</b> <b>2400 CTN 19807.00 KG</b>  <b>SODA SQUIRT 12OZ GLASS NR 12P</b> FDA PNC: 268164150892 29BCT02 02/21/2026 12:48  <b>PREFILE ENTRY 918-5426005-5</b>  *** CERTIFIED: 02/21/2026 12:42 ***	MOTTS LLP	
<b>CARRIER: TRANSPORTES ELOLA S A DE C V</b> <b>ACE: TEL091854260055</b>		<b>FILER CODE</b> <b>918</b>	<b>MID: MXMANPEN2805TEH</b> <b>IMP: 90-023700600</b> <b>CON: 90-023700600</b>	

**CARRIER'S CERTIFICATE**

To the Port Director of Customs, Port of Arrival:

**J.O. ALVAREZ**  
LAREDO Phone: 956-723-5521  
Contact: EDUARDO VELA  
REF: 26112938

The undersigned carrier hereby certifies that MOTTS LLP  
of FRISCO, TX, 75034-1954

is the owner or consignee of such articles within the purview of section 484, Tariff Act of 1930.  
I certify that this manifest is correct and true to the best of my knowledge.

Date 02/21/2026

Master or Person in charge

(Signature)

**J.O. ALVAREZ**

1 Andy Ramos Rd LAREDO, TX 78043 956-723-5521 956-723-5274

Straight Bill of Lading

Shipper's No. **26112938**

Reference **9138621416**

Entry No. **918-5426005-5**

**TELO TRANSPORTES ELOLA S A DE C V [TELO]**

NAME OF CARRIER

Received subject to the classifications and tariffs in effect on the date of the issue of the bill of lading.

At **LAREDO, TX - 2304 02/21/2026**

From **MANANTIALES PENAFIEL, S.A. DE C.V.  
AV JOSE GARCI-CRESPO 2805 SAN NICOLAS TEHUAC**

The property described below, in apparent good, except as noted (contents and condition of contents of packages unknown), marked and destined as indicating below, which said carrier (The words carrier being understood through this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route of said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said pro, that every service to be performed here under shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.  
Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by shipper and accepted for himself and his assigns.  
Consigned to **MOTTS LLP**

Destination **1251 COCKRELL HILL RD. DALLAS, TX 75211**

Route

Delivering Carrier **TRANSPORTES ELOLA S A DE C** Car or Vehicle Initials **MX53122**

PO No./Lot No.

NUMBER PACKAGES	H M	PROD. CODE, KIND OF PACKAGE, DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (Subject to correction)	
2400 CTN		<b>SODA SQUIRT 12OZ GLASS NR 12P</b>  <b>PO: 4302836925</b> <b>SO: 2135327796</b>  <b>PRO NO: 9138621416</b> <b>SEAL: 46636- 08235024</b> <b>INVOICE: 4302836925</b>	<b>43667.00 LBS</b>	Subject to section 7 of conditions of applicable bill of lading, if this shipment to be delivered to the consignator, the consignator shall sign the following statement:  The carrier shall not make delivery of this shipment without payment of the freight and all other lawful charges.  <b>EDUARDOV</b> (Signature of consignator)
				If the charges are to be paid, write or stamp here. "To Be Prepaid"  <b>***COLLECT***</b>
				Received. \$ _____ to apply in prepayment of the charges on the property described hereon.  _____ (Agent or Cashier)
				Per _____ (The signature here acknowledges only the amount prepaid)  Charges Advanced:
				\$ _____
				Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

Emergency contact CHEMTREC: 800-424-9300  
Hazardous response guide book tendered

\* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.  
NOTE - Where the rate is dependent on values, shippers are required to state specially in writing the agreed or declared value of the property.  
The agreed or declared value of the property is hereby specially stated by the shipper not exceeding

Yes  No

per

I HEREBY DECLARE THAT THE CONTENT OF THIS CONSIGNMENT ARE FULLY AND ACCURATELY DESCRIBED ABOVE BY PROPER SHIPPING NAME AND ARE CLASSIFIED, PACKED, MARKED AND LABEL / PLACARDED AND ARE IN ALL RESPECTS IN PROPER CONDITION FOR TRANSPORT ACCORDING TO APPLICABLE INTERNATIONAL AND NATIONAL GOVERNMENTAL REGULATIONS.

**MANANTIALES PENAFIEL, S.A. DE** Shipper, Per **EDUARDOV** Agent, Per

Date \_\_\_\_\_

## J.O. ALVAREZ, INC. TERMS AND CONDITIONS OF SERVICE

Based on the model terms and conditions of service promulgated by the NATIONAL CUSTOMS BROKERS AND FORWARDERS ASSOCIATION OF AMERICA, INC.

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 J.O. Alvarez, Inc., its subsidiaries, successors or assigns, related companies, agents and/or representatives. (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 common carrier"; (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTI's, 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 importer security filing services, the entry and release of goods, post entry services, the securing 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 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 those claims arising from 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 claims arising out of the preparation and/or submission of an importer security filing, within one (1) year from the date of loss; (v) For any and all other claims of any other type, within two (2) years from the date of the loss.
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 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 U.S. Customs and Border Protection, 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 Customers behalf; (b) In preparing and submitting importer security filings, 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 and completeness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness and completeness 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 any incorrect, incomplete or false statement 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 submit an importer security filing, 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 in sufficient time prior to shipment from point of origin and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issues and will only be effective when accepted by such insurance companies or underwriters. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer or that the shipment was insured under a policy in the name of the Company. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by insurance, unless the Company receives specific written instructions from the Customer and the Company confirms in writing. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment that it does not handle.
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 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 (c) above, the Company's liability shall be limited to the following: (i) where the claim arises from importer security filing services or other activities that do not relate to "Customs business," and except as set forth in paragraph 9(d)(ii), \$50.00 per importer security filing, shipment, or transaction, or the amount of fees paid to the Company for the importer security filing, shipment, or transaction, whichever is less; (ii) where the claim arises from the Company's warehousing, fulfillment, and/or consolidation services occurring in the Company's facilities or premises, including owned or leased property, .50 per pound of goods lost or damaged; or (iii) 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; (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, including any and all loss or damages arising from delay of services.
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 importer security filing services, 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, including any claims by any Third party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand. 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 have no liability if the bank or consignee or other recipient refuses to pay for the shipment. All payment documents tendered in payment of C.O.D.s will be accepted based solely upon the Customer's assuming all risk relating thereto including, but not limited to, risk of non-payment, insufficient funds, and forgery, and the Company shall not be liable upon any such instrument. The Company will not be responsible for any delay in remittance lost in exchange, or during transmission or while in the course of collection.
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 a late payment fee of 1.5% per month of the outstanding balance due, or the highest rate permitted by applicable law.
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 "recordkeeper" 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- importer security filing service or 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 use the 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 other in connection with the shipment. On ocean exports, and 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 the 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.
20. **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.
21. **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 Texas, without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas; (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.

[Revised 11/01/2021]

## J.O. ALVAREZ, INC. TERMS AND CONDITIONS OF SERVICE

Based on the model terms and conditions of service promulgated by the NATIONAL CUSTOMS BROKERS AND FORWARDERS ASSOCIATION OF AMERICA, INC.

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 J.O. Alvarez, Inc., its subsidiaries, successors or assigns, related companies, agents and/or representatives. (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 common carrier;" (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTI's, 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 importer security filing services, the entry and release of goods, post entry services, the securing 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 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 those claims arising from 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 claims arising out of the preparation and/or submission of an importer security filing, within one (1) year from the date of loss; (v) For any and all other claims of any other type, within two (2) years from the date of the loss.
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 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 U.S. Customs and Border Protection, 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 Customers behalf; (b) In preparing and submitting importer security filings, 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 and completeness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness and completeness 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 any incorrect, incomplete or false statement 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 submit an importer security filing, 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 in sufficient time prior to shipment from point of origin and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issues and will only be effective when accepted by such insurance companies or underwriters. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer or that the shipment was insured under a policy in the name of the Company. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by insurance, unless the Company receives specific written instructions from the Customer and the Company confirms in writing. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment that it does not handle.
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 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 (c) above, the Company's liability shall be limited to the following: (i) where the claim arises from importer security filing services or other activities that do not relate to "Customs business," and except as set forth in paragraph 9(d)(ii), \$50.00 per importer security filing, shipment, or transaction, or the amount of fees paid to the Company for the importer security filing, shipment, or transaction, whichever is less; (ii) where the claim arises from the Company's warehousing, fulfillment, and/or consolidation services occurring in the Company's facilities or premises, including owned or leased property, .50 per pound of goods lost or damaged; or (iii) 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; (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, including any and all loss or damages arising from delay of services.
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 importer security filing services, 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, including any claims by any Third party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand. 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 have no liability if the bank or consignee or other recipient refuses to pay for the shipment. All payment documents tendered in payment of C.O.D.s will be accepted based solely upon the Customer's assuming all risk relating thereto including, but not limited to, risk of non-payment, insufficient funds, and forgery, and the Company shall not be liable upon any such instrument. The Company will not be responsible for any delay in remittance lost in exchange, or during transmission or while in the course of collection.
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 a late payment fee of 1.5% per month of the outstanding balance due, or the highest rate permitted by applicable law.
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 "recordkeeper" 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- importer security filing service or 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 use the 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 other in connection with the shipment. On ocean exports, and 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 the 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.
20. **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.
21. **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 Texas, without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas; (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.

[Revised 11/01/2021]