

Importer Security Filing Service Agreement



Important Notice

Effective January 26, 2009, U.S. Customs and Border Protection (CBP) requires an Importer Security Filing (ISF) 24 hrs prior to ocean vessel loading at foreign ports. This ISF filing is separate from and in addition to the existing advance cargo declaration (24-Hour Rule) and U.S. Customs entry requirements.

Starting on January 26, 2010, the *Liquidated Damages* provision will be enforced by U.S. Customs. ISF Importers that fail to timely, accurately, and completely submit the Importer Security Filing will be subject to a claim for liquidated damages in the amount of \$5,000 per transmission. **IMPORTANT:** There can be only one ISF filer per shipment.

If you wish Mach 1 Trade Services to transmit the Importer Security Filings on your behalf for ocean shipments please complete this form and Power of Attorney and return it to your Mach 1 Trade Services representative immediately.

This Importer Security Filing Service Agreement ("this agreement") is made effective as of the date signed below, by and between _____ and **Mach 1 Trade Services**. In this agreement, the party who is contracting to receive the services shall be referred to as the "ISF Importer", which term shall include the following terms for which roles ISF Importer might be designated: the exporter, importer, sender, receiver, owner, consignor, consignee, transferor, or transferee of the Shipment (s) defined below. The party who will be providing the services shall be referred to as "Mach 1 Trade Services".

DESCRIPTION OF SERVICES: Beginning on the effective date of this Agreement, Mach 1 Trade Services will provide the following services based upon Mach 1 Trade Services standard terms and conditions (collectively, the "Services"): Importer Security Filing.

PAYMENT FOR SERVICES: ISF Importer will pay compensation to Mach 1 Trade Services for the services based on \$35.00 per Filing, including 3 Harmonized Tariff Schedule classifications, three manufacturers, three stuffing locations, three ultimate consignees and three ship to parties, \$3.00 each thereafter. \$15.00 per amendment.

TERM/TERMINATION: This agreement may be terminated by either party upon written notice to the other party.

RELATIONSHIP OF PARTIES: It is understood by the parties that Mach 1 Trade Services is an independent contractor with respect to the ISF Importer and not an employee of the ISF Importer.

CONFIDENTIALITY: Mach 1 Trade Services will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the ISF Importer, or divulge, disclose, or communicate in any manner, any information that is proprietary to the ISF Importer. Mach 1 Trade Services will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this agreement.

POWER OF ATTORNEY: This agreement along with the Mach 1 Trade Services Power of Attorney will satisfy the requirements of 19CFR149.5c and shall be retained by Mach 1 Trade Services and the ISF Importer for a period of five (5) years after the date of written revocation. Further, this agreement and Power of Attorney will be made available to representatives of U.S. Customs and Border Protection upon request.

ENTIRE AGREEMENT: This agreement contains the entire agreement for ISF and there are no other promises or conditions in any other agreement whether verbal or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Signature: _____

Capacity: _____

Print name: _____

Date: _____

MACH 1 TRADE SERVICES is not responsible for penalties resulting from ISF information that is not timely, accurately and completely submitted to our office.

E-Mail: tradeservices@mach1global.com