



W&L INTERNATIONAL EXPRESS, INC.

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CUSTOMER RELEASE AND ACKNOWLEDGMENT

RE: 10+2 (ISF) SECURITY FILING FEATURE

W&L International Express, Inc. hereinafter "W&L" provides services as agent for importers and other international traders to facilitate their Importer Security Filings (ISF services).

W&L agrees to provide these ISF services during normal business hours from 8:30 a.m. to 5:30 p.m. Monday through Friday Central Standard Time for Chicago location, USA.

By signing where indicated below, Customer agrees to W&L terms and conditions and also authorizes W&L to perform ISF filing services on its behalf.

In addition to the terms and conditions stated below, usage of these ISF services shall be subject to the NCBFAA terms and conditions of services, 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, agents and/or representatives.

W&L 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.

W&L 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. Customer shall ensure the accuracy of all such information, and shall indemnify, defend, and hold W&L harmless from any and all claims asserted and all liabilities and/or losses suffered by W&L, including without limitation any and all costs, penalties, fines, fees, attorneys' fees and costs, expenses and/or damages, including punitive, indirect, incidental, special, statutory, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, or other intangible losses.

W&L, in its absolute discretion, may elect to provide Customer with reports, which may be submitted daily, weekly, or on any other schedule W&L selects. It is up to Customer to inspect each of such filing for accuracy and completeness and to promptly notify W&L in the event an amendment is necessary and further to provide the correct and complete details for any such amendment. Further, it is W&L's responsibility to insure 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 Customer's responsibility to promptly notify W&L of

same, unless Customer elects to file its own ISF or amendment, in which case, Customer shall prepare and transmit its own ISF filings and amendments.

EXCEPT AS IT IS SPECIFICALLY SET FORTH HEREIN, W&L MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH ITS SERVICES OR ANY SERVICES PROVIDED BY ANY THIRD PARTY. W&L EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. W&L MAKES NO 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 W&L has any authority to bind W&L to any affirmation, representation, or warranty concerning the services provided under this contract, and unless an affirmation, representation, or warranty is specifically included within this contract, it shall not be enforceable by Customer.

Customer's exclusive and sole remedy against W&L under this contract shall be the refund of any money paid to W&L by Customer for the specific services from which Customer's claim(s) arose. IN NO EVENT WILL W&L 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 W&L HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A copy of the NCBFAA "Terms and Conditions of Service" is attached as part of this agreement and may also be accessed at Company's website at www.wl-intl-express.com

AGREED TO:

ACCEPTED:

Dated: _____

Dated: _____

Company Name (print):

W&L International Express, Inc.

By: _____

By: _____

Title: _____

Title: _____

