



# AMANA EXPRESS INTERNATIONAL, INC.

CUSTOMHOUSE BROKERS • INT'L FREIGHT FORWARDERS

147-04 176th Street, Jamaica, NY. 11434-5410 USA

Tel: (718) 656-1000 Fax: (718) 656-3525 Email: info@amanaexpress.com

## **Power of Attorney and Commercial Contract Instructions**

Thank you for using our Customs clearance & Forwarding services. Attached please find your Customs Power of Attorney and Commercial contract. This document authorizes Amana Express to sign all Customs forms and to transact all Customs related business on your behalf. Furthermore, it outlines all of Amana's Terms and Conditions. Please follow the instructions below, which apply to you:

### **FOR A CORPORATION, OR PARTNERSHIP, OR SOLE PROPRIETORSHIP:**

- 1) Please read all 4 pages and complete the top portion of page 1.
- 2) An *officer* of the company must sign on the (signature) field *and* print the date, on the bottom of page 4. On the (capacity) field, please print the officer's *full* name *and* show his or her company *title* (ex. president, treasurer, etc).
- 3) If importing any article subject to FDA, please be sure to input your DUNNS # on page 1 of the Power of Attorney and Contract form, as this is required by FDA. If you need to apply for a DUNNS # please go to [www.fdadunslookup.com](http://www.fdadunslookup.com).
- 4) Provide copy of government identification belonging to the officer signing (such as driver's license, passport, etc).
- 5) Kindly provide a copy of any written correspondence received from the Internal Revenue Service (I.R.S.), which clearly shows your company name and IRS number on it. This is your proof to Customs that your IRS number belongs to your company.
- 6) When steps 1) through 4) are completed, kindly fax the above to fax number (718) 656-3525 and then mail the original signature four page Power of Attorney and Commercial Contract to our office, as this is required by Customs.

-OR-

### **FOR AN INDIVIDUAL:**

- 1) Please read all 4 pages and complete the top portion of page 1.
- 2) Sign on the (signature) field *and* print the date, on the bottom of page 4.
- 3) Leave the (capacity) field blank.
- 4) Provide a clear copy of your Passport (main page) and driver's license.
- 5) When steps 1) through 4) are completed, kindly fax the above to fax number (718) 656-3525 and then mail the original signature four page Power of Attorney and Commercial Contract to our office, as this is required by Customs.

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**IMPORT AND EXPORT  
POWER OF ATTORNEY AND COMMERCIAL CONTRACT**

Check appropriate box:

- Individual
- Partnership
- Corporate
- Sole Proprietorship

IMPORTER'S SOCIAL SECURITY NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR** CORPORATE IRS NO. \_\_\_\_\_ - \_\_\_\_\_  
(if importer is an individual) (if importer is a company)

DUNNS # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Full name of individual **or** corporation **or** partnership **or** sole proprietorship)

a corporation doing business under the laws of the state of \_\_\_\_\_ or a \_\_\_\_\_

doing business as \_\_\_\_\_ residing or having a principal place of business

at \_\_\_\_\_ hereby constitutes and appoints

Amana Express International, Inc. which may act through any of its licensed officers or employees duly authorized to sign documents by power of attorney and its heirs and assigns as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor from this date and in all Customs Districts and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certification, bill of lading or other documents required by law or regulation in connection with importation, transportation or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said district or in any other customs district;

To sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading, or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declaration provided for in Section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;

To authorize other Customs Brokers to act as grantor's agent; to receive, endorse and collect check issued for Customs duty refunds in grantor's name drawn of the Treasury of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor.

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor.

And, generally to transact at the Customhouses in said district any and all customs business, including making, signing, and filing of protests under Section 5 14 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that said agent and attorney shall lawfully do by virtue of these presents; The foregoing power of attorney to remain in full force effect until notice of revocation in writing is duly given to and received by the District Director of Customs of the district aforesaid. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its receipt in the office of the District Director of Customs of the said district.

To act as the true and lawful agent of the grantor to make, endorse, sign, declare or swear to any shipper's export declarations required by law or regulation in connection with the exportation of any commodity shipped, consigned or forwarded by said grantor and to perform any act or condition which may be required or authorized by any law or regulation relating to export control and customs purposes.

As the importer of record, payment to the broker will not relieve the grantor of liability for Customs charges (duties, taxes or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if the grantor pays by check, Customs charges may be paid with a separate check payable to the "U.S. Customs Service" which shall be delivered to Customs by Amana Express International, Inc.

As a true and lawful agent and attorney of the Grantor named on the attached for and in the name, place and stead of said Grantor from this date in all Customs Districts and in no other name, to transmit the required Importer Security Filing ("ISF") data elements to CBP through an approved Automated Manifest Electronic Data System ("AMS"). We further authorize Amana Express International, Inc. to update all filings, as necessary.

Grantor hereby agrees that it shall be solely responsible for the accurate and complete delivery of data to Amana Express International, Inc. sufficiently in advance of the time of filing and that Grantor shall bear primary responsibility for the accuracy of all ISF data. Amana Express International, Inc. may, in its sole discretion, refuse to transmit ISF data received untimely from Grantor. Grantor hereby indemnifies and holds Amana Express International, Inc. harmless from any and all penalty or liquidated damage claims relating to the ISF data.

Grantor acknowledges that all acts undertaken or services provided by Amana Express International, Inc. on behalf of Grantor or in furtherance of Grantor's business, shall be governed by Amana Express International, Inc.'s terms and conditions, a copy of the terms initially in effect on the date that this power is granted is hereby acknowledged and the terms of which are incorporated herein by reference and which terms may be subsequently modified by inclusion with or on Amana Express International, Inc.'s invoices to Grantor, or upon other written notice.

All shipments to or from the grantor, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor of transferee of the shipments, will be handled by Amana Express International, Inc. on the following terms and conditions;

1. Services by Third Parties. Unless Amana Express International, Inc. carries, stores, or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, Amana Express International, Inc. assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When Amana Express International, Inc. carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by Amana Express International, Inc., in which event the terms thereof shall govern.

2. Liability Limitations of Third Parties. Amana Express International, Inc. is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the grantor, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by Amana Express International, Inc. to forward, enter and clear, transport or render other services with respect to such goods.

3. Choosing Routes or Agents. Unless express instructions in writing are received from the grantor, Amana Express International, Inc. has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by Amana Express International, Inc. to the grantor that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that Amana Express International, Inc. warrants or represents that such person or firm will render such services.

4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Amana Express International, Inc. to the grantor are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Amana Express International, Inc. unless Amana Express International, Inc. in writing specifically undertakes the handling of transportation of the shipment at a specific rate.

5. Duty to Furnish Information. (a) On an import at a reasonable time prior to entering of the goods for U.S. Customs, the grantor shall furnish to Amana Express International, Inc. invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, such further information as may be sufficient to establish, *inter alia*, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the grantor's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. law or regulation. If the grantor fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U.S. Customs entry or comply with U.S. laws or regulations, or if the information or documents furnished are inaccurate or incomplete, Amana Express International, Inc. shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the grantor of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the grantor shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by Amana Express International, Inc. as principal, it being understood that Amana Express International, Inc. entered into such undertaking at the instance and on behalf of the grantor, and the grantor shall indemnify and hold Amana Express International, Inc. harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the grantor shall furnish to Amana Express International, Inc. the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import Amana Express International, Inc. shall not in any way be responsible or liable for increased duty, penalty, fine, or expense unless caused by the negligence or the fault of Amana Express International, Inc., in which event is liability to the grantor shall be governed by the provisions of paragraph 8-10 below. The grantor shall be bound by and warrant the accuracy of all invoices, documents and information furnished to Amana Express International, Inc. by the grantor or its agent for export, entry or other purposes and the grantor agrees to indemnify and hold harmless Amana Express International, Inc. against any increased duty, penalty, fine or expense including attorney's fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the grantor.

6. Declaring Higher Valuation. In as much as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., Amana Express International, Inc. must receive specific written instructions from the grantor to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value, otherwise the valuation placed by the Customs on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc., subject to the limitation of liability set forth herein in paragraphs 8-10 below with respect to any claim against Amana Express International, Inc. and subject to the provisions of paragraph 2 above.

7. Insurance. Amana Express International, Inc. will make reasonable efforts to effect marine, fire, theft, and other insurance upon the goods only after specific written instructions have been received by Amana Express International, Inc. in sufficient time prior to shipment from point of origin, and the grantor at the same time states specifically the time and amount of insurance to be placed. Amana Express International, Inc. does not undertake or warrant that such insurance can or will be placed. Unless the grantor has its own open marine policy and instructs Amana Express International, Inc. to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by Amana Express International, Inc.. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and Amana Express International, Inc. shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to Amana Express International, Inc. by the grantor, or that the shipment was insured under a policy in the name of Amana Express International, Inc.. Insurance premiums and the charge of Amana Express International, Inc. for arranging the same shall be at the grantor's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by an insurance, unless Amana Express International, Inc. receives written instructions from the grantor. Unless specifically agreed in writing, Amana Express International, Inc. assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. Limitation of Liability for Loss.. (a) The grantor agrees that Amana Express International, Inc. shall only be liable for any loss, damage expense or delay to the goods resulting from the negligence or other fault of Amana Express International, Inc.; such liability shall be limited to an amount equal to the lessor of fifty dollars (\$50.00) per entry or shipment or the fee(s) charged for services, provided that, in the case of partial loss, such amount will be adjusted, pro rate; (b) Where Amana Express International, Inc. issues its own bill of lading and receives freight charges as its compensation and increasing the limit of Amana Express International, Inc.'s liability up to the shipment's actual value; however such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of Amana Express International, Inc.'s liability and the compensation received; (c) in instances other than in (b) above, unless the grantor makes specific written arrangements with Amana Express International, Inc. to pay special compensation and declare a higher value and Amana Express International, Inc. agrees in writing, liability is limited to the amount set forth in (a) above; (d) grantor agrees that Amana Express International, Inc. shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

9. Presenting Claims. Amana Express International, Inc. shall not be liable under paragraph 8 for any claims not presented to it in writing within 90 days of either the date of loss or incident giving rise to the claim; no suit to recover for any claim; no suit to recover for any claim or demand hereunder shall be maintained against Amana Express International, Inc. unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.

10. Liability of Amana Express International, Inc.. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and Amana Express International, Inc. shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of Amana Express International, Inc. and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of Amana Express International, Inc., its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. Amana Express International, Inc. shall not in any circumstances be liable for consequential or punitive damages or damages arising from loss of profit and shall not be liable to the grantor for actual or statutory damages unless it is first proven that Amana Express International, Inc. actually had knowledge of the circumstances giving rise to such claims and that Amana Express International, Inc. directly contributed to the act(s) allegedly causing such damages.

11. Advancing Money. Amana Express International, Inc. shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or coopering of the goods, unless the same is previously provided to the grantor by Amana Express International, Inc. on demand. Amana Express International, Inc. shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by Amana Express International, Inc. be construed as a waiver of the provision hereof.

12. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against Amana Express International, Inc. for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the grantor, the grantor agrees to indemnify and hold harmless Amana Express International, Inc. for any amount Amana Express International, Inc. may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by Amana Express International, Inc. in connection with defending such claim or legal action and obtaining reimbursement from the grantor. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the grantor to Amana Express International, Inc. to pay all charges or other money due promptly on demand.

13. C.O.D. Shipments. Goods received with grantor's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by Amana Express International, Inc. only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent, to whom it will send such item for collection, and the company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, not for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

14. General Lien on Any Property. Amana Express International, Inc. shall have a general lien on any and all property (and documents relating thereto) of the grantor, in its possession, custody or control or en route, for all claims for charges, expenses, or advances incurred by Amana Express International, Inc. in connection with any shipments of the grantor and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, Amana Express International, Inc. may sell at public auction or private sale, upon ten (10) days written notice registered mail (R.R.R.), to the grantor, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Amana Express International, Inc.. Any surplus from such sale shall be transmitted to the grantor, and the grantor shall be liable for any deficiency in the sale.

15. Compensation of Amana Express International, Inc. The compensation of Amana Express International, Inc. for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Amana Express International, Inc. to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by Amana Express International, Inc. from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, Amana Express International, Inc. shall provide a detailed breakout of the components of all the charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the grantor for monies due to Amana Express International, Inc., upon recovery by Amana Express International, Inc., the grantor shall pay the expenses of collection and/or litigation, including a reasonable attorney fee as described in paragraph 19.

16. No Responsibility for Governmental Requirements. It is the responsibility of the grantor to know and comply with all the requirements and regulations (including but not limited to marking requirements) for U.S. Customs Service, U.S. Food and Drug Administration, Agriculture (U.S.D.A.), Fish and Wildlife, D.O.T., E.P.A., T.S.C.A., and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. Amana Express International, Inc. shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the grantor to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the grantor by any such agency.

17. Indemnity Against Liability Arising From the Importation of Merchandise. The grantor agrees to indemnify and hold Amana Express International, Inc. harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited

attorney's fees, which Amana Express International, Inc. may hereafter incur, suffer or be required to pay by reason of claims by any governmental agency or private party. In the event that any action, suit or proceeding is brought against Amana Express International, Inc. by any governmental agency or any private party, Amana Express International, Inc. shall give notice in writing to the grantor by mail at its address on file with Amana Express International, Inc.. Upon receipt of such notice, the grantor at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the occurring of a judgment and/or order against Amana Express International, Inc.

18. Loss, Damage or Expense Due to Delay. Unless the services to be performed by Amana Express International, Inc. on behalf of the grantor are delayed by reason of the negligence or other fault of Amana Express International, Inc., the company shall not be responsible for any loss, damage or expense incurred by the grantor because of such a delay. In the event Amana Express International, Inc. is a fault, as aforesaid, its liability is limited in accordance with the provisions of paragraph 8-10 above.

19. Legal Jurisdiction. This agreement is governed by the laws of the State of New York. Amana Express International, Inc. and grantor agree that jurisdiction will be in Queens, New York for any controversy or claim based on this agreement. Any controversy or claim arising out of relating to this contract, or any breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the Award rendered may be rendered in any court having jurisdiction thereof. In the event that Amana Express International, Inc. Cargo Services, Inc., hereunder, the prevailing party in such action shall be entitled to recover from the other party its attorney's fees and expenses. In awarding attorneys fees the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys fees paid or incurred in good faith.

20. Except for Customs entries and duties, we are independent contractors.

21. The submission of incomplete or inaccurate information related to an import entry, including descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling prices at time of exportation, assists, country of origin, etc., makes you liable to severe governmental penalties or sanctions. In the event the information forwarded to us, or which accompanied the shipment does not accurately reflect the entire transaction, it is essential that you immediately notify us so that we can take corrective action.

22. Amana Express International, Inc. does not extend credit. As a convenience for certain clients and upon pre-approval, however, Amana Express International, Inc. may elect to advance funds for such items as duty, freight or other out of pocket expenditures. Amana Express International, Inc. may require payment of a deposit before undertaking or continuing any services or advances, or may at any time refuse to undertake or to continue to perform services or make advances without prior payment. Client agrees to pay the total amount shown on Amana Express International, Inc.'s invoice upon request by the client or within terms as pre-approved in writing by Amana Express International, Inc.. Unpaid balances will be deemed delinquent seven (7) days after invoice date or upon expiration of pre-approved terms and subject to a bank charge of 2% of the total invoice amount or \$25.00, whichever is greater, all due and payable immediately. Invoice balances remaining unpaid beyond 15 days will be subject to an additional and compounding bank charge of an annual rate of from 24% to the highest rate permitted by law, computed and invoiced monthly thereafter until full remittance, including bank charges, are received by Amana Express International, Inc.

23. Client agrees to pay for Amana Express International, Inc.'s services, and anticipated advances, prior to Amana Express International, Inc. performing services or advancing funds unless client has established terms as stated in item 22.

24. If payment is not timely made as provided, any other unpaid accounts with Amana Express International, Inc. may, at its option, be declared and become fully due and payable immediately.

25. In the event of any default in payment due from client, client agrees to pay all collection costs and in the event the account is referred to any attorney for enforcement of collection, to pay all attorney's fees and costs, whether or not suit is commenced, plus interest.

26. Client grants Amana Express International, Inc. a security interest in any property of client which is, has been, or will be in Amana Express International, Inc.'s possession or control, until full payment is made on any unpaid balance client owes Amana Express International, Inc., and authorizes Amana Express International, Inc. to retain the property, or stop in transit, to secure full payment.

27. This agreement shall be a continuing agreement, but may be terminated at any time by client or Amana Express International, Inc. upon the giving of 30 days written notice.

28. Client agrees to pay Amana Express International, Inc. a charge of \$35.00 for any check returned unpaid by client's bank.

29. Client agrees to ship a series of shipments with Amana Express International, Inc.

This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of the terms of this agreement. No representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified by a writing signed by both parties or their duly authorized agent.

IN WITNESS WHEREOF the said \_\_\_\_\_  
(Full name of individual **or** corporation **or** partnership **or** sole proprietorship)

has caused these presents to be signed:

(Signature) \_\_\_\_\_  
(Note: If a company, only an officer of the company can sign)

(Capacity) \_\_\_\_\_ (Date) \_\_\_\_\_  
(If a company, print officer's full name & show his or her company title - ex. president, treasurer, etc.)

(Amana Express International, Inc.) \_\_\_\_\_