



Terms and Conditions of Service

(Please Read Carefully)

All accounts with Evangelina F Ramirez dba EFR Customshouse Brokerage. (the "Company") are on a cash basis unless otherwise agreed to in writing. By establishing a credit account for the customer listed on the Application for Credit (the "Customer"), the Company shall be under no obligation to incur any expense, guarantee payment, or advance money to, or on behalf of the Customer. The fact that the Company has made a payment, advance, or guarantee shall not be construed as a waiver of this provision. If the Company determines in its sole discretion to make a payment, advance or guarantee ("indebtedness") on behalf of the Customer, the Customer agrees to keep the account current and agrees to pay each invoice according to its terms and these Credit Terms and Conditions. The Company reserves the right to change its credit terms and conditions at any time without prior notice to the Customer. In the event that the Customer fails to keep the account current, all amounts owed by Customer shall, at the Company's option, immediately become due and payable. The Customer shall also become indebted to the Company for any costs of collection, including reasonable attorney fees, plus one and one half percent (1.5%) interest per month, compounded daily and calculated from the due date of the invoice. The Company has the right to offset any indebtedness of the Customer to the Company against any indebtedness of the Company to the Customer including, but not limited to, unidentified payments and credits in the Customer's favor, subject to fifteen (15) days' prior notice to the Customer, duplicate payments by Customer, and accounts payable to the Customer. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all debts, liabilities and obligations of the Customer to the Company, whether now existing or hereafter arising, including claims for charges, expenses, or advances incurred or made by the Company in connection with any shipment or transaction of the Customer, the Customer hereby grants to the Company a continuing lien and security interest in any and all tangible personal property of the Customer now or hereafter in the possession, custody, or control of the Company (the "Collateral"). The Customer hereby authorizes the Company to file any and all financing or continuation statements, or amendments thereto, in all jurisdictions and in all filing offices as the Company may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Company herein. This lien and security interest shall be in addition to any other rights the Company has or may acquire under other agreements and/or applicable law, and shall survive the delivery or release of any item of the Collateral. The Customer hereby represents and warrants that (i) it (A) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; and (B) has all requisite power and authority and all governmental licenses, authorizations, consents and approvals to (x) own its assets and carry on its business and (y) execute, deliver and perform its obligations hereunder; (h) the execution, delivery and performance by the Customer hereunder or under any other agreement between the Customer and the Company (the "Credit Documents") have been duly authorized by all necessary corporate or other organizational action, (Ni) the Application for Credit constitutes, and each other Credit Document (when delivered by the Customer) will constitute, a legal, valid and binding obligation of the Customer, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditor's rights generally and by equitable principles; (iv) its corporate name and its jurisdiction of organization is set forth correctly on the face page of the Application for Credit; and (v) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all liens, rights or claims of all other persons. Customer covenants and agrees that it shall not change its name, corporate structure, or jurisdiction of organization unless it shall have (a) notified the Company in writing within 30 days after any such change, specifying any new name, corporate structure, or jurisdiction of organization and providing such other information in connection therewith as the Company may reasonably request, and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection and the same or better priority of the Company's security interest in the Collateral intended to be granted and agreed to hereby. If any indebtedness remains unpaid for thirty (30) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code. The Customer shall pay the Company any deficiency arising after sale or disposition of the Collateral to the extent allowed by law. The proceeds of any sale may be applied by the Company to the payment of any indebtedness and any other obligation of the Customer to the Company, whether arising pursuant to this Application for Credit or otherwise, including any expenses of holding, preparing for sale and selling the Collateral, and reasonable attorneys' fees and legal expenses relating thereto. Any monies or indebtedness in dispute between the Customer and the Company shall be resolved by binding arbitration under the then applicable rules of arbitration of the American Arbitration Association and any such arbitration shall be conducted in California. If credit is denied, the Company requires that duty and tax payments be made directly to U.S. Customs and the transportation carriers or other third party suppliers for collect charges. Duties and taxes can be paid via U.S. Customs' Automated Clearinghouse (ACH). The Company will be happy to assist with the application to U.S. Customs for direct payment of duty and will assist in arranging direct payments to transportation carriers. If the Company approves the Application for Credit, (A) the applicable payment terms will be 10 days from invoice date, and (B) an "advance fee" of one and a half percent (1.5%) will be applied on all monies advanced, except for dutiable customs entries above \$15,000 or quota or "Live" customs entries. For dutiable customs entries above \$5,000, a check or wire transfer must be received before the Company will outlay the duty payment to U.S. Customs, if the Customer does not elect to pay the duty directly to U.S. Customs via ACH. The Company will make notification of duty entries above \$5,000 within 24 hours after the entry is prepared, provided that failure to make such notification shall not limit the Company's right to reimbursement for any amounts advanced hereunder. The entry summary and duties will be submitted to U.S. Customs only after receipt of funds. In the case of a company check, funds are deemed received on the day that the check clears and the funds are credited to the Company. For quota or "Live" customs entries, duty payment is required immediately upon the commencement of the entry process. The entry will not be submitted to U.S. Customs until the duty payment is received by the Company or U.S. Customs via ACH.

Initial: _____ Date: _____