

IMPORT / EXPORT DOCUMENTATION

Terms and Conditions for vendors / suppliers located outside the United States

1. Seller shall prepare export / import documentation, including but not limited to, commercial invoices, packing lists, certificates of origin and any other required documents necessary for customs clearance into the United States. Seller warrants that all such documentation is accurate, is in accordance with documentation and shipping instructions contained in Buyer's Purchase Order and corresponds with the actual items shipped from the Seller to Buyer.
2. Seller hereby indemnifies and holds Buyer harmless against any and all losses, claims, seizures, forfeitures, penalties, additional assessments and damages of any kind imposed by U.S. Customs on Buyer for violation of U.S. Customs Regulations or those regulations of any other U.S. Government agency caused by Seller's acts or omission to act.
3. Seller agrees that upon notification from Buyer of a violation arising from Seller's acts or omission to act, Seller shall immediately provide Buyer assistance to rectify the situation with the U.S. Government authorities. In the event Buyer suffers any actual monetary losses as a result of errors in Seller's export / import documentation, Buyer may request full reimbursement from Seller or offset the losses against any amount payable to Seller by Buyer at that time or in the future.
4. If the shipment terms between the Seller and Buyer are agreed to be Deliver Duty Paid, Malibu California USA (DDP, Incoterms 2010) the Seller is responsible for all licenses, taxes, duties, fees and other customs clearance requirements imposed by the United States Government when deliverable articles are imported into the United States. All U.S. Customs entries and declarations shall be in the name of the Seller and not the Buyer. Seller hereby indemnifies Buyer and agrees to hold Buyer harmless from any and all violations of import/export laws and regulations of the U.S. which result either directly or indirectly from Seller's acts or omission to act.

[End of FS-01]

The text of this document shall not be changed except by written agreement between Buyer and Seller.