

955 Dillion Drive, Wood Dale, IL 60191, U.S.A. TEL: 1 630 595-7310 FAX: 1 630 595-5462

Dear Esteemed Customers:

As you might be aware, the US Custom and Border Protection will enforce the new Importer Security Filing and Additional Carrier Requirements also known as "10+2" Program with effective on January 26, 2009. This new ruling will completely change the current business practice.

As your service provider, Dimerco Express (USA) Corp. ("Dimerco") has well-prepared to adopt this new ruling with 100% complied CBP approved automated system. If you would select Dimerco Express (USA) Corp. to be your designated agent, please provide below information to streamline down logistic flow:

- **1. Power of Attorney Form:** Please fill out US Government required Power of Attorney Form and return to us in order to allow Dimerco Express (USA) to serve you as your designated agent. (Attachment 1)
- 2. 10 Elements Information Datasheet: Please fill out the "10 Elements Data Sheet" with the required information and return to the local Dimerco Express office or Sales Representative. See Attachment 2. Nevertheless, we are able to assist you if you have:
- a. Uncertainty of Cargo's information: If you have any uncertainty on the Cargo's information from the 10 Elements Information Data sheet and consent to Dimerco to contact the seller/vendor on behalf of your company, please provide Seller's contact detail accordingly on the 10 Elements Information Datasheet. We will then attempt to obtain the information on your behalf.
 - b. Multiple Sellers/Buyers/Manufactures: We are available to customize Standard Operation Procedure to fulfill your special business needs if you have multiple Sellers/Buyers/Manufactures on the shipment profile. Please contact our Customer Service Representative or Sales Representative for further information.

Please note that you must submit the 10 Elements Information Data Sheet on a shipment basis. See Attachment 2. We need to receive each confirmation of information for each shipment 5 working days prior to the Cargo Loading Date.

3. Continuing Bond Number

To be your supply chain and logistic solution integrator and provider, Dimerco Express (USA) Corp. will continue to monitor this information closely and keep you up to date of any changes in US regulations. We will announce any Handling Surcharge in the due course in accordance with market practice.

We at Dimerco again thank you for your business with and we look forward to serving you soon!

Sincerely yours,

Roy Chen, President

Dimerco Express (U.S.A.) Corp



Date:

DIMERCO EXPRESS (U.S.A.) CORP.

Attachment 1

POWER OF ATTORNEY TO PREPARE OR TRANSMIT IMPORTER SECURITY FILING ADDITIONAL CARRIER REQUIREMENTS "10+2" PROGRAM INFORMATION

I	(Nam	e of Individual)	28	
), a duly authorized empl			
	Security Filing Importe			
	A.) Corp. to act as its Au		_	•
-	Customs and Border Prof	•		0 1
-	g such information in con			
•	he port limits of the United	_		-
	porter"). Under this Pow		_	
importer (neremarter im	porter). Chaor this row	er of recorney Bill	nereo is also a	difforized.
1. To file the Importer	Security Filing, consisting	g of ten (10) data e	lements, to C	BP for Shipments
•	ded to be entered into the U			•
	other CBP-approved electr		•	C
2. To file any updates	of the Importer Security Fi	iling if, after the fil	ing and before	e the goods arrive
within the limits of a por	rt in the United States, the	ere are changes to	the informat	ion filed or more
accurate information beco	omes available.			
3. To respond to any i	nquiry made by CBP or a	ny other governme	ental agency v	vith regard to any
duty performed by Agent	pursuant to this Limited P	Power of Attorney.		
The Importer certifies that	at necessary and proper do	cumentation to acc	curately and ti	mely transmit the
information electronicall	y will be provided to the	e said Authorized	Agent. The	Importer further
understands that civil a	nd criminal penalties ma	ay be imposed for	or making fal	lse or fraudulent
statements or for the vio	olation of any U.S. laws	or regulations rel	ated to this 1	SF Filing or the
importation of the good	s. Importer agrees to be	e bound by all st	atements, do	cumentation, and
information provided to i	ts Authorized Agent.			
Signature:				
(Im	porter)			
Print Name:				
m: 1				
Title:				



Attachment 2

IMPORTER SECURITY FILING TERMS AND CONDITIONS

The following are the Terms and Conditions upon which Dimerco Express (U.S.A.) Corp. ("Dimerco"), domiciled at 955 Dillon Drive, Wood Dale, IL 60191, accepts its role as a designated Importer Security Filing Agent ("ISFA") for its customer (hereinafter "Importer").

WHEREAS, Dimerco is engaged in the business of providing consolidation and other logistics related services in the United States and at various locations globally to the Importer.

WHEREAS, Importer acknowledges that it is the "Importer Security Filing Importer" as that term is defined in 19 CFR §149.1(a) and is the party causing the goods to enter the limits of a port in the United States by vessel

WHEREAS, Importer has appointed Dimerco as its true and lawful agent and attorney with limited power and authority to perform all of Importer's obligations to file certain data elements as required by the Final Rules, 19 CFR Parts 4, 12, 18, 101, 103, 113, 122, 123, 141, 143, 149, 178, and 192.

WHEREAS, Importer acknowledges that it must timely provide data to Dimerco, as is set forth in these terms and conditions, in order for Dimerco to timely file Importer's ISF information with CBP.

WHEREAS, the Importer is responsible for providing to Dimerco the ten (10) data elements in the Importer Security Filing that is filed with Customs.

WHEREAS, Importer understands that such ten (10) data elements must be accurate and must be timely updated as new different information becomes available or timely withdrawn if the information is inaccurate or the shipment is not laden aboard the vessel.

WHEREAS, Importer acknowledges that U.S. Customs and Border Protection ("CBP") and/or other government agencies may impose liquidated damages and penalties against the Importer for late filings, inaccurate filings, or for failure to correct a filing or failing to make an ISF filing.

WHEREAS, Importer acknowledges that CBP and/or other government agencies may refuse entry of goods that are subject to untimely or inaccurate ISF filings or where no ISF filing is made and require that the goods be returned to origin.

NOW THEREFORE, Importer and Dimerco agree that the following Terms and Conditions shall govern the ISF filing process and set forth the respective obligations and liabilities of the parties:

- **1.1** Dimerco is the contractor of Importer only for the purposes stated herein, and no other relationship is intended or created. At all times, Dimerco is an independent contractor. Dimerco is not authorized to contract, act on behalf of, or bind Importer except as provided herein and by virtue of the Limited Power of Attorney entered into between Dimerco and the Importer.
- **1.2** These Terms and Conditions shall apply to any services provided by Dimerco under the Limited Power of Attorney.
- **1.3** Dimerco shall file the Importer Security Filing ("ISF"), consisting of ten (10) data elements with CBP for shipments consisting of goods intended to be entered into the United States on Importer's behalf through ABI or AMS, or through any other CBP approved electronic data interchange system.



- **1.4** Dimerco shall file any updates to the ISF if, after the filing and before the goods arrive within the limits of a port in the United States, there are changes to the information filed or more accurate information is made available to Dimerco.
- **1.5** Dimerco shall respond to any inquiry made by CBP or any other governmental agency with regard to any duty performed by Dimerco pursuant to the filing of the ISF elements.
- **1.6** Dimerco shall keep Importer informed in the event that any special situation arises with respect to vendor information provided to Dimerco or any factors which may negatively impact Dimerco's ability to perform ISF duties.
- 1.7 Importer shall timely and accurately provide all required information to Dimerco so that timely and accurate ISF filings can be made. For purposes of these Terms and Conditions, the term "timely" with respect to the Importer's initial submission of the ISF data elements to Dimerco shall be not less than 72 hours prior to the lading of the cargo aboard the vessel at the foreign port of export. Other changes, such as updates to data elements and withdrawal of ISF filing shall be timely if they are provided to Dimerco 72 hours prior to the arrival of the goods within U.S. port limits.
- **1.8** Importer shall inform and educate its vendors and other third parties that possess ISF/10+2 data as to the requirements of the ISF program so that accurate and timely information is provided to Dimerco as is required by all relevant ISF regulations.
- 1.9 Importer shall respond timely to all inquiries from Dimerco or CBP with regard to ISF/10+2.
- **1.10** Importer shall indemnify and hold Dimerco harmless from and against any loss, damage, liquidated damages, penalties, fines, expenses, including attorneys fees, incurred or suffered by Dimerco arising from any claim, action, proceeding, by any private party or governmental agency due to Importer's negligence or the negligent or wrongful act(s) of its vendors, or other third parties' failure to comply with the CBP provisions as to the accuracy, timeliness or any other aspect relating to the ISF regulations.
- 1.11 Dimerco shall indemnify and hold harmless Importer from and against any loss, damage, liquidated damages, penalties, fines, expenses, including attorneys fees, incurred or suffered by Importer arising from any claim, action, proceeding, by any private party or governmental agency due to Dimerco's negligence or wrongful act(s) with respect to its filing of ISF elements.
- **1.12** Dimerco is not responsible for and does not accept responsibility for inaccurate or untimely information received from the Importer, vendors or other third parties for ISF purposes.
- **1.13** Importer acknowledges that when equipment is released by Dimerco to vendors before all ISF information is complete, containers may be held, and charges may be imposed by warehouses, carriers and/or terminals due to "no load status" received from CBP. The duty to supply all the ISF data in a timely and accurate manner is the sole responsibility of the Importer, the term "timely" being as defined in paragraph 1.7 of these ISF terms and conditions.
- **1.14** The Importer has full responsibility in meeting CBP bonding requirements for ISF.
- 1.15 Neither Dimerco nor Importer shall be liable for any consequential, incidental, or indirect damages for any claim or cause of action, whether in contract or tort, including without limitation, lost profits and loss of business



opportunity, whether or not there was awareness or there should have been awareness of the possibility of these damages

1.16 Neither Dimerco nor the Importer shall disclose to any third party confidential or proprietary information of the other party (collectively, "Confidential Information"), except to the disclosing party's attorneys or auditors, or as required in the performance of ISF activities or as required by law. Confidential information includes but is not limited to source and object codes for either party's software, descriptions of its systems or software.

Date:, 2013
een and Acknowledged:
Name of Authorized Representative of Importer



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Attachment 3: 10 Elements Information Datasheet:

TIMELINE	CARGO ELEMENT		DESCRIPTION	
72 Hrs Prior to Loading	1. Importer of record number			
	2. Consignee number	1. 2. 3.		
		1. Seller(Owner) Name:	, PIC Name	
	3. Seller (Owner) name/address	, ,	, PIC Contact Phone#	
		Address:	(number/street name)	
			(city/providence)	
			(country/zip code)	
		2. Seller(Owner) Name:	, PIC Name	
		PIC Email Address:	, PIC Contact Phone#	
		Address:	(number/street name)	
			(city/providence)	
			(country/zip code)	
		3. Seller(Owner) Name:	, PIC Name	
		PIC Email Address:	, PIC Contact Phone#	
		Address:	(number/street name)	
			(city/providence)	
			(country/zip code)	



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	1. Buyer (Owner) Name:	, PIC Name	-
	PIC Email Address:	, PIC Contact Phone#	
	Address:	(number/street name)	
		(city/state/zip code)	
	2. Buyer (Owner) Name:	, PIC Name	-
4. Buyer (Owner)	PIC Email Address:	, PIC Contact Phone#	_
name/address	Address:	(number/street name)	
		(city/state/zip code)	
	3. Buyer (Owner) Name:	, PIC Name	
	PIC Email Address:	, PIC Contact Phone#	
	Address:	(number/street name)	
		(city/state/zip code)	
	1. Ship to Party Name:		
	Address:	(number/street name)	
		(city/state/zip code)	
5. Ship to party (Ultimate Consignee)	2. Ship to Party Name:		
	Address:	(number/street name)	
Consignee)		(city/state/zip code)	
	3. Ship to Party Name:		
	Address:	(number/street name)	
		(city/state/zip code)	
6. Manufacture name/address	1. Manufacture Name:		
	Address:	(number/street name)	
		(city/providence)	
		(country/zip code)	



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		2. Manufacture Name:		
		Address:	(number/street name)	
			(city/providence)	
			(country/zip code)	
		3. Manufacture Name:		
		Address:	(number/street name)	
			(city/providence)	
			(country/zip code)	
		1.		
	7. Country of origin	2.		
		3.		
		1.		
	8. Commodity HTS-6	2.		
		3.		
ASAP <u>, But</u>	<u>No</u>			
<u>Later</u> Than 2	4 Hrs 9. Container stuffing location			
Prior to Arr	rival			
	10. Consolidator			
	name/address			
**	*Continuing Bond Number :			
		Yes:#	, No	

