



Address: One Slater Drive, Elizabeth, NJ 07206

Email: info@asishipping.com

Phone: 908-224-1122

FMC NO. 026985NF

Website: www.ASIshipping.com

LETTER OF INTENT

Please check preferred shipping line: Grimaldi _____ Sallaum _____

Please check if additional services are needed...

Non-Runner	Forklift	Marine Insurance	VIP service	Inland transportation
☐	☐	☐	☐	☐

Port of Loading _____ Port of Discharge _____

Vehicle Year / Make / Model: _____

Vin #: _____ Title # & state: _____ Value: _____

If Truck or HH Provide Length Width Height: _____

Supplier Information: Any Seller/Exporter who lives in the USA is required to provide a TAX ID/EIN # to US Customs Border Protection. If you don't have one, apply for one on website: www.irs.gov * If Foreign buyer, foreign passport copy is required *NO EXCEPTIONS*

Company Name: _____ Contact Person (First&Last Name): _____

Phone: _____ Email: _____

Address (NO PO Box address): _____ City/State/Zip code: _____

Federal Tax ID / EIN # OR Foreign Passport: _____

Payer Information: Payer is the person or company responsible for the shipment. All information regarding this transaction will be disclosed to the payer only. SAME AS SUPPLIER? YES _____ NO _____

Company Name: _____ Contact Person (First&Last Name): _____

Phone: _____ Email: _____

Address: _____ City/State/Zip code: _____

Consignee Information: Must be a full overseas address. NO PO Box address allowed.

Name/Company: _____

Address: _____ City/Country: _____

Phone: _____ Email: _____

Export Power of Attorney

Re: Exportation of Cargo from the United States

I hereby authorize American Shipping International LLC and its representatives and shipper(s) of its choice(1) to act as my forwarding agent for the export control and customs purposes; (2) to prepare, sign, declare or swear to any Shipper's Export Declaration required by law or regulations in connection with the exportation of any commodity shipped by me or at my directive; (3) to do all the things necessary to ensure compliance with all requirements pursuant to section 192 of the U.S. Customs regulations. I certify that all statements made and all information contained herein are true and correct and that I have read and understand all terms and conditions stated on the following pages of this form.

Exporter: _____ (Print Name) Tel #: _____

Address: _____

Federal Tax ID / EIN # OR Foreign Passport: _____

Signature of Exporter: _____ Date: _____

* MUST SUBMIT ALONG WITH COPY OF I.D. (USA I.D. REQUIRED FOR ANYONE WHO LIVES INSIDE THE U.S.A / IF FOREIGN ENTITY, COPY OF FOREIGN PASSPORT I.D. REQUIRED *



AMERICAN SHIPPING INTERNATIONAL

AMERICAN SHIPPING TERMS AND CONDITIONS 8/1/2021

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A. SCOPE AND DESCRIPTION OF WORK. ORDERING PARTY HEREBY CONTRACTS ASI, AS FREIGHT FORWARDER, TO ARRANGE WITH THIRD PARTY CARRIERS FOR THE TRANSPORTATION OF THE CARGO IDENTIFIED ABOVE TO THE SPECIFIED DESTINATION PORT. ASI SHALL NOT BE DEEMED A CARRIER OF THE CARGO.

B. ESTIMATED TOTAL TRANSPORTATION SERVICE COST AND PAYMENT OF FINAL INVOICE. THE ESTIMATED COST FOR ASI'S SERVICES HEREUNDER IS \$ _ QUOTED _____, PAYABLE IN FULL, IN US DOLLARS. THIS INCLUDES ESTIMATED GROUND TRANSPORTATION IN THE AMOUNT OF \$ _ ON FINAL INVOICE _ AND ESTIMATED OCEAN TRANSPORTATION IN THE AMOUNT OF \$ _ BASED ON FINAL INVOICE _____. THE TOTAL COST IS SUBJECT TO REVISION BASED ON EXACT MEASUREMENTS AND/OR WEIGHT OF THE CARGO, THE SELECTION OF INSURANCE, SHIPPER'S RATES IN EFFECT AT TIME OF SHIPMENT AND OTHER FACTORS OUTSIDE THE DIRECT CONTROL OF ASI. ONCE THE FINAL COST IS DETERMINED, ASI SHALL ISSUE TO THE ORDERING PARTY A FINAL INVOICE, WHICH SHALL BE PAYABLE TO ASI IMMEDIATELY UPON RECEIPT OF THE INVOICE. IN NO EVENT MAY THE INVOICE BE PAID LATER THAN 40 DAYS FROM THE DATE OF THE INVOICE OR THE DATE OF SAILING, WHICHEVER SHALL FIRST OCCUR, **TIME BEING OF ESSENCE**. IF PAYMENT IS NOT MADE TO ASI IN FULL WITHIN 40 DAYS AS AFORESAID, THE ENTIRE CARGO SHALL BE CONSIDERED ABANDONED BY THE ORDERING PARTY AND ASI SHALL HAVE THE ABSOLUTE AND IMMEDIATE RIGHT TO TRANSFER OWNERSHIP OF THE CARGO TO IT OR TO ANY OTHER PERSON OR ENTITY, AND APPLY THE PROCEEDS FROM ANY SALE OF THE CARGO TO COVER ALL OF ASI'S INVOICED COSTS, ATTORNEY'S FEES, STORAGE FEES, AUCTION HOUSE FEES AND COMMISSIONS, LEGAL FEES, AND ALL OTHER COSTS REASONABLY RELATED TO THE SHIPMENT. ASI SHALL HAVE THE RIGHT TO PURSUE COLLECTION AGAINST THE ORDERING PARTY OF ALL FEES AND DAMAGES REMAINING OUTSTANDING AFTER THE SALE OR DISPOSAL OF THE CARGO. IF THE VALUE OF THE SOLD OR DISPOSED OF CARGO PAID TO ASI IS GREATER THAN ALL DAMAGES INCURRED BY ASI AS LISTED ABOVE, ASI SHALL PAY THE REMAINING DIFFERENCE TO THE ORDERING PARTY.

C. AUTHORITY, CONSENT AND RELEASE: THE ORDERING/SHIPPING PARTY REPRESENTS THAT THE ORDERING PARTY OWNS LIEN-FREE THE CARGO TO BE SHIPPED AND HAS SOLE AND EXCLUSIVE AUTHORITY AND ALL REQUIRED DOCUMENTS, INCLUDING VALID TITLE, TO ORDER THE SERVICES SPECIFIED ABOVE. THE ORDERING PARTY FURTHER REPRESENTS AND WARRANTS THAT THE CARGO AND/OR VEHICLE SUBJECT TO THIS AGREEMENT MAY BE LEGALLY SHIPPED TO THE INTENDED DESTINATION TOGETHER WITH ALL CONTENTS THEREIN. ASI IS NOT IN THE BUSINESS OF ARRANGING FOR TRANSPORTATION OF HAZARDOUS MATERIALS, AND SHIPPER ACKNOWLEDGES THAT ASI'S ACCEPTANCE OF ANY HAZARDOUS SHIPMENT IS UNINTENDED. WITHOUT LIMITING THE FOREGOING, SHIPPER SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS RELATING TO THE TRANSPORTATION OF HAZARDOUS MATERIALS AS DEFINED IN 49 CFR § 172.800 AND § 173 ET SEQ. TO THE EXTENT THAT GOODS IN ANY SHIPMENTS CONSTITUTE HAZARDOUS MATERIALS. SHIPPER SHALL NOTIFY ASI IMMEDIATELY IF ANY SUCH SHIPMENTS CONTAIN HAZARDOUS MATERIALS. SHIPPER SHALL DEFEND AND INDEMNIFY, AND HOLD HARMLESS, ASI FROM ANY LIABILITY, LOSS, DAMAGE, OR PENALTIES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM SHIPPER'S (A) FAILURE TO NOTIFY ASI OF ANY SHIPMENTS CONTAINING HAZARDOUS MATERIALS, AND (B) ANY FAILURE BY SHIPPER TO COMPLY WITH ALL APPLICABLE HAZARDOUS MATERIALS LAWS AND REGULATIONS.

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THEREFORE, THE ORDERING PARTY FULLY RELEASES AND INDEMNIFIES ASI, ITS AGENTS, OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, SUBCONTRACTORS AND AFFILIATES FROM ANY AND ALL LIABILITY RELATED TO ANY DAMAGES CAUSED TO THE ORDERING PARTY, TO ASI OR TO OTHERS DUE TO ANY DEFECT, ILLEGAL OR DANGEROUS CONDITION OF THE CARGO, WHETHER KNOWN OR UNKNOWN. THE ORDERING PARTY ASSUMES ALL RESPONSIBILITY FOR ALL LOSS OR DAMAGES TO ASI, TO OCEAN SHIPPER AND ALL OTHERS (INCLUDING DUTIES, FINES, OR PENALTIES AND OTHER COSTS OR CONSEQUENCES) INCURRED DUE TO ANY MISSING OR FALSE INFORMATION IN ANY SHIPPING DOCUMENTS, INCLUDING THE REQUIRED DECLARATIONS OR MEASUREMENTS OF THE CARGO.

D. WARRANTIES DISCLAIMER: ASI WARRANTS ONLY THAT IT SHALL EXERCISE COMMERCIALY REASONABLE EFFORTS TO COORDINATE THE SHIPMENT OF THE CARGO TO ITS INTENDED DESTINATION. ASI'S RESPONSIBILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO ARRANGING WITH THIRD-PARTY CARRIERS TO TRANSPORT SHIPPER'S FREIGHT. ASI, AS FORWARDER, WILL NOT BE RESPONSIBLE FOR THE ACTUAL TRANSPORTATION OF THE FREIGHT AND WILL NOT BE DEEMED A CARRIER OF THE FREIGHT. NONE OF THE THIRD-PARTY CARRIERS CONTACTED BY ASI IN CONNECTION WITH THIS AGREEMENT MAY BE DEEMED TO BE ASI'S AGENTS OR SUB-CONTRACTORS. ASI MAKES NO WARRANTY OR PROMISE AS TO ANY SPECIFIC DATE(S) OR TIME(S) OF PICK UP, DELIVERY TO OR FROM ANY PORT, CUSTOMS CLEARANCE DURATION, DURATION OF TRANSPORT, OR THAT NO DAMAGE OR LOSS TO THE VEHICLE OR MERCHANDISE SHALL OCCUR DURING THE TRANSPORT. THE ORDERING PARTY IS ADVISED TO PURCHASE ADEQUATE INSURANCE OF ITS OWN CHOICE TO SAFEGUARD ITS PROPERTY DURING SHIPMENT. EXCEPT TO THE LIMITED EXTENT ADDRESSED ABOVE, ASI MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SHIPPER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY ASI, OR ANY OTHER PERSON ON ASI'S BEHALF.

E. LIMITATION OF LIABILITY: IN NO EVENT SHALL ASI, ITS OWNERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO THE ORDERING PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED PROPERTY OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. THE CUMULATIVE LIABILITY OF ASI TO THE ORDERING PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN BREACH OF CONTRACT, TORT, STATUTE OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO ASI UNDER THIS AGREEMENT BY THE ORDERING PARTY.

F. ASI'S DAMAGES; APPLICABLE LAW AND EXCLUSIVE JURISDICTION: IF THE ORDERING PARTY BREACHES THIS AGREEMENT, ASI SHALL HAVE THE RIGHT TO COLLECT ALL ITS DAMAGES, INCLUDING BUT NOT LIMITED TO STORAGE FEES, TRANSPORTATION FEES, REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT FEES. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. THE ORDERING PARTY AGREES THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW JERSEY.

G. RELATIONSHIP OF THE PARTIES: THE RELATIONSHIP BETWEEN THE PARTIES IS THAT OF INDEPENDENT CONTRACTORS. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING ANY AGENCY, PARTNERSHIP, FRANCHISE, BUSINESS OPPORTUNITY, JOINT VENTURE, OR OTHER FORM OF JOINT ENTERPRISE, EMPLOYMENT OR FIDUCIARY RELATIONSHIP BETWEEN THE PARTIES.

H. NON-ASSIGNMENT; SUCCESSORS; FORCE MAJEURE: SHIPPING PARTY MAY NOT ASSIGN THIS AGREEMENT. THE AGREEMENT IS BINDING ON AND INURES TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ESTATES. ASI SHALL NOT BE RESPONSIBLE TO THE SHIPPING PARTY FOR ANY FAILURE TO PERFORM ANY TERM HEREOF WHEN SUCH FAILURE IS CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF ASI OR ANY FORCE MAJEURE EVENTS SUCH AS (A) ACTS OF GOD; (B) FLOOD, FIRE, EARTHQUAKE, (C) OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, OR

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EXPLOSION; (D) WAR, INVASION, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), TERRORIST THREATS OR ACTS, RIOT OR OTHER CIVIL UNREST; (E) GOVERNMENT ORDER, LAW, OR ACTIONS; (F) EMBARGOES OR BLOCKADES IN EFFECT ON OR AFTER THE DATE OF THIS AGREEMENT; (G) NATIONAL OR REGIONAL EMERGENCY; (H) STRIKES, LABOR STOPPAGES OR SLOWDOWNS, OR OTHER INDUSTRIAL DISTURBANCES;] (I) SHORTAGE OF ADEQUATE POWER OR TRANSPORTATION FACILITIES; AND (J) OTHER EVENTS BEYOND THE REASONABLE CONTROL OF ASI.

I. ENTIRE AGREEMENT: THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, IT SUPERSEDES AND MERGES ALL PRIOR ORAL AND WRITTEN AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NEITHER OF THE PARTIES SHALL BE BOUND BY ANY CONDITIONS, INDUCEMENTS OR REPRESENTATIONS OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN. THIS AGREEMENT SHALL BE INTERPRETED TO GIVE IT FAIR AND REASONABLE MEANING. NO PROVISION OF THIS AGREEMENT OR OF ANY RELATED DOCUMENT(S), AND NO ALLEGED OR ACTUAL AMBIGUITY CONTAINED THEREIN MAY BE CONSTRUED AGAINST OR INTERPRETED TO THE DISADVANTAGE OF ANY PARTY HERETO BY ANY COURT OR JUDICIAL AUTHORITY BY REASON OF SUCH PARTY HAVING OR BEING DEEMED TO HAVE STRUCTURED, HAVING CARGO DELIVERED TO THE PORT AND GIVING ASI THE AUTHORIZATION TO PICK UP, EXPORT AND MOVE YOUR CARGO IS A BINDING CONTACT BETWEEN THE 2 PARTIES; CUSTOMER AND SHIPPER.

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