

# **CLEARPOINT INTERNATIONAL**

## **Service Repayment Agreement**

The undersigned client agrees to engage ClearPoint International (herein after called .CPI.) in its capacity as customs broker under the terms and conditions set forth.

1.01 CPI, upon receipt of complete shipping documents, or clients written or oral request, will perform the normal and customary functions of a Customs Broker, on behalf of client.

1.02 In performing such services, CPI may, at its election, disburse funds in payment of Customs duties, service bonds, carrier.s charges and other normal and customary expenses incurred in performing its expenses. CPI may also require payment of a deposit before undertaking or continuing any services or advances, or may at any time refuse to undertake or continue to perform services or make advances without prior payment.

1.03 In consideration of CPI.s performing services on behalf of client, including any advancement of funds, client agrees to pay for CPI.s services, and anticipated advances, prior to CPI's performing services or advancing funds unless client has established credit as stated in 1.06.

1.04 If payment is not timely made as provided, any other unpaid accounts with CPI may, at its option, be declared and become fully due and payable immediately.

1.05 In the event of any default in payment due to client, client agrees to pay reasonable collection costs and in the event the account is referred to any attorney for enforcement of collection, to pay reasonable attorney's fees and costs.

1.06 If the client qualifies for credit, client agrees to pay the total show on CPI's invoice upon receipt of the client. Unpaid balances will be deemed delinquent after 30 days and subject to an annual finance charge of 22.5%, computed and invoiced on a monthly basis.

1.07 Client warrants and represents that the information given on this application is true and correct.

1.08 Client grants CPI a security interest in any property of client which is, has been, or will be in the possession or control, until full payment is made on any unpaid balance client owes CPI, and authorizes CPI to retain the property, or stop it in transit, to secure full payment.

1.09 This agreement shall be a continuing agreement, but may be terminated at any time by the client or CPI with a written 30 day notice and the settlement of all open invoices.

1.10 Client further agrees that this agreement shall be governed by the State of California.

1.11 Client agrees that all business handled by CPI is under the National Customs Brokers & Freight Forwarders Association Terms and Condition of Service, available upon request.

1.12 Client agrees to pay CPI a negotiated percentage of any duties recovered pertaining to protests to obtain duty refunds, subject to a \$25.00 minimum.

1.13 Client acknowledges that CPI may contact references and obtain credit reporting or similar information to verify credit standing on a periodic basis.

1.14 Other mutually agreed repayment terms are as follows, superceding all of Section 1.06 except for the finance charge clause.

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DATE APPROVED & ACCEPTED

DATE APPROVED & ACCEPTED:

CLIENT: \_\_\_\_\_

CLEARPOINT INTERNATIONAL

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

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PRINT NAME:

PRINT NAME:

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TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_