

# Export Services Addendum & Export Power of Attorney

This document contains our Export Services Addendum to Terms of Service (pages 1-5) and the Export Power of Attorney (page 6).

In order to process export orders, please complete and sign both documents.

## Instructions

1. You (the customer) must have a U.S. presence (physical office) and be named as the USPP, which will require a U.S. Tax ID Number.
2. The form fields (excluding the “By” fields, which must be physically signed) may be completed through the PDF. All fields are required and highlighted with a red box.
3. Once form fields are completed, print and sign the “By” fields on pages 5 and 6. Alternatively, you may choose to complete all fields by hand.
4. Email your completed forms to [export.compliance@ingrammicrocommerce.com](mailto:export.compliance@ingrammicrocommerce.com).

To review our full Terms of Service, [click here](#).

If you have any other questions, please reach out to the compliance team at [export.compliance@ingrammicrocommerce.com](mailto:export.compliance@ingrammicrocommerce.com).

**Export Services Addendum to Terms of Service**  
**(Export Services for shipments from the United States only)**

The following addendum to the Terms of Service (“TOS Addendum”) between Shipwire Inc. d/b/a Ingram Micro Commerce & Fulfillment Solutions (“Shipwire”) and the undersigned party (“Customer”) are entered into as of the last date of signature below.

The following terms are added to the Terms of Service (current version posted at <https://www.shipwire.com/w/support/terms/>) (the “TOS”) between Shipwire and Customer:

**Definitions**

The terms used in this TOS Addendum with the initial letter capitalized that are not otherwise defined in the TOS shall have the following meaning:

“DAP” (Delivered at Place) means, Shipwire, as Customer’s limited agent is responsible for arranging carriage for the delivery of the Inventory, cleared for export, to the transportation provider. Customer must bear risk of loss or damage to the Inventory and for delivering the Inventory, to destination.

“DDP” (Delivered Duty Paid) as it relates to Export shipments on behalf of Customer, means that the Customer fulfills its obligation to deliver when the goods have been made available at the named place in the country of importation. The Customer has to bear the risks and costs, including duties, taxes and other charges of delivering the goods thereto, cleared for importation. As it relates to International Returns, “DDP” (Delivered Duty Paid) means Customer is responsible for transporting the Inventory returns from Customer’s Client back to Shipwire, by any means to the Shipwire facility and clearing the returned Inventory through U.S. customs (only applicable if Shipwire is offering returns management services under this TOS Addendum). Customer must bear all risks of loss of or damage to the returned Inventory until such time as it has been delivered. Delivery occurs when the returned Inventory arrives at the Shipwire facility.

“Denied Persons List” is defined as a list of specific persons or entities who have violated the Export Administration Act and been denied export privileges by the Dept. of Commerce. The complete list is referenced in the Export Administration Regulations under Part 764, Supplement No. 2 and can be accessed on-line at <http://www.bis.doc.gov/dpl/default.shtm>).

“EEI” (Electronic Export Information) is defined as the electronic data submitted to the Census Bureau for the purpose of declaring goods at time of export.

“Entity List” is defined as a list of entities who are ineligible to receive any item subject to the Export Administration without a license, as specified in Supplement No. 4 to Part 744 of the Export Administration Regulations. The companies listed are known to be involved in the use of nuclear, missile, chemical and biological weapons.

“Export Control Classification Number” or “ECCN” is defined as the control number that identifies commodity groups by numerical location in the Commerce Control List of the Export Administration Regulations in Part 744.

“HTS” (Harmonized Tariff Schedule) is defined as a control number that is assigned by commodity group for both export reporting and import customs purposes.

“Importer of Record” is defined as the party liable for the payment of any duties to U.S. Customs on the Inventory being imported.

“Specially Designated Nationals List” is defined as a list containing the names of specific persons or entities determined to be associated with governments in targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers by the Dept. of the Treasury, Office of Foreign Assets Control. (The complete list can be accessed on-line at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

“Ultimate Consignee Type” is the designation given to the person, party, or designee that is located abroad and actually receives the export shipment. The Ultimate Consignee Type may be:

- (i) Direct Consumer--a non-government institution, enterprise, or company that will consume or use the exported good as a consumable, for its own internal processes, as an input to the production of another good or as machinery or equipment that is part of a manufacturing process or a provision of services and will not resell or distribute the good;
- (ii) Government Entity--a government-owned or government-controlled agency, institution, enterprise, or company;
- (iii) Reseller--a non-government reseller, retailer, wholesaler, distributor, distribution center or trading company; or
- (iv) Other/Unknown--an entity that is not a Direct Consumer, Government Entity or Reseller, as defined above, or whose Ultimate Consignee Type is not known at the time of export.

“U.S. Principal Party in Interest” or “USPPI” is defined as the party named in Box 1a of the Shipper’s Export Declaration from who receives the primary benefit, monetary or otherwise, of the export transaction and has the power and responsibility for determining and controlling the sending of the items out of the U.S.

#### **A. EXPORT SERVICES**

Shipwire agrees to provide Customer the export handling services (“Export Services” or “Services”) described in this TOS Addendum for any shipment of Inventory outside the United States and the District of Columbia.

Export Order Placement (Electronic). For shipments to Customer’s Client outside of the United States (“Export Orders”) Customer must include the Customer’s Client shipping address, phone number of the party receiving the shipment, shipment identification number, Customer’s Client pricing in US dollars and such additional information as Shipwire may reasonably request on each Export Order. Customer will supply all the required data to support the proper shipping and creation of export shipping documents to Shipwire.

Order Processing (Export). Shipwire will process all Export Orders received in the Facilities by 12:00 PM Local Facility Time (the “Export Cut-Off Time”) within two Business Days for non-peak times (January – October) and within three Business Days during peak periods (November – December) provided that the total number of Orders for that day do not exceed the agreed to forecasting limits set forth any Agreement.

#### **B. Product Export Limitations**

Shipments of Inventory on Customer’s behalf for export hereunder are limited to exports that are in accordance with U.S. export laws and regulations as identified by the U.S. Department of

Commerce, Bureau of Industry and Security, U.S. Department of Treasury, and the Department of State.

**C. Limited Agency**

Customer hereby appoints and Shipwire accepts such appointment as Customer's limited agent for the purpose of arranging for the export and transportation of Inventory to Customer's Client. Customer grants Shipwire a Power of Attorney to create and execute documentation as required to fulfill its obligations hereunder. Customer agrees to complete and execute a Power of Attorney, Export Forwarding Agent, including providing Customer's Employer Identification Number, in the format provided in Schedule 1 of the TOS Addendum. In addition to signing Shipwire's Power of Attorney for exports, Customer may be required to provide the Freight Forwarder or Carrier a Power of Attorney directly in order to permit it to file the Electronic Export Information on Customer's behalf.

**Responsibilities**

Customer's Responsibilities.

Customer shall:

- (a) Screen Customer's Client names and addresses against restricted or excluded parties lists including but not limited to the Denied Persons List, the Entity List, and the Specially Designated Nationals List and shall not submit Orders to Shipwire for delivery to any parties identified in those lists.
- (b) Screen all Orders prior to submission to Shipwire to ensure all Inventory shipments are in compliance with U.S. export laws and regulations.
- (c) Submit Orders with Customer's Client price and Customers' Client phone number.
- (d) Be identified as the USPPi on appropriate export documents.
- (e) Review all Customer Orders in accordance with the end use screening requirements of the U.S. export law and regulations as identified by the U.S. Department of Commerce, Bureau of Industry and Security and refuse to accept Orders that contravene the end use restrictions of the U.S. export laws and regulations.
- (f) Provide the applicable ECCN and the HTS number for the Inventory as required by law prior to Export Orders being placed.
- (g) Communicate the proper Ultimate Consignee Type to Shipwire at time of order placement, when Ultimate Consignee Type is other than "Direct Consumer" to assist with filing EEI data as required by the U.S. government regulations.
- (h) Confirm with Customer's Client that all import requirements of the destination country have been reviewed and notify Shipwire of any special invoice requirements.
- (i) Obtain required export license approval from the U.S. government as necessary and notify Shipwire of the export license number to be recorded on the export shipping documents.

Shipwire's Responsibilities on Behalf of Customer.

Shipwire shall provide the following services in accordance with Shipwire's standard export practice:

- (a) Screen Customer's Client names and addresses against the restricted or excluded parties lists including but not limited to the Denied Persons List, the Entity List, and the Specially Designated Nationals List and reject Orders for delivery to parties identified in those lists.

- (b) Assign the ECCN and the HTS number to the Inventory in accordance with the export classifications provided by Customer.
- (c) Report Ultimate Consignee Type as “Direct Consumer” when preparing Export Shipment Information form to assist with filing EEI data as required by the U.S. government regulations, unless otherwise advised by Reseller at time of order placement.
- (d) Prepare documentation to be used for the purpose of declaring goods including the commercial invoice, the packing list and the Shipper’s Export Declaration to assist with filing EEI data as required by the U.S. government regulations.
- (e) Arrange for transportation of the Inventory as provided in this Addendum.

### **Shipment**

All Inventory will be shipped DAP unless otherwise agreed by the Parties.

### **Returns (Authorized Returns)**

If Returns handling are provided as a Service, in addition to the terms and conditions relating to Inventory returns stated in the TOS and this TOS Addendum, the following terms and conditions shall apply to Inventory exported hereunder:

Customer must obtain a Return Material Authorization (“RMA”) number from Shipwire prior to the return of any Inventory. Customer will be the Importer of Record for all Inventory returns. All returns must be shipped DDP to Shipwire. Customer agrees to pay any brokerage, fees, duties, or import taxes incurred by Shipwire in processing any return shipments received by Shipwire that are not shipped DDP.

### **Refusals (Unauthorized Returns)**

Subject to the terms and conditions relating to Inventory refusals stated in the TOS and this TOS Addendum, Customer will be the Importer of Record for all refused shipments. In addition, Customer agrees to pay any brokerage fees, duties, or import taxes, return/refusal fees per the TOS, and any related transportation and accessorial charges for any shipments made in accordance with Customer’s Order but refused by Customer’s Client and returned directly to Shipwire.

### **Fees & Payment Terms**

Shipwire will charge and Customer agrees to pay any Export Processing Fee per shipment fee as listed at <https://www.shipwire.com/w/support/electronic-export-information-filing/>.

### **Warranty**

SHIPWIRE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND COURSE OF PERFORMANCE. CUSTOMER’S SOLE REMEDY (AND SHIPWIRE’S SOLE OBLIGATION) FOR SERVICES THAT ARE NOT DELIVERED IN ACCORDANCE WITH THIS WARRANTY IS FOR SHIPWIRE, UPON WRITTEN NOTICE (OR ELECTRONIC MAIL) FROM CUSTOMER THAT SERVICES PERFORMED ARE DEFICIENT, TO REPERFORM THE SERVICE AT NO ADDITIONAL COST.

### **Limitation of Liability**

NOTWITHSTANDING ANY OTHER PROVISION UNDER THIS SECTION TO THE CONTRARY, SHIPWIRE SHALL NOT BE LIABLE FOR AND SHALL HAVE NO DUTY TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FOR ANY CLAIMS OR

LIABILITY ARISING OUT OF SHIPWIRE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS SECTION HEREOF, UNLESS IN ITS PERFORMANCE OF SUCH OBLIGATIONS SHIPWIRE FAILS TO FOLLOW ITS STANDARD EXPORT PROCEDURES.

**Sales Tax**

Customer will assume full responsibility for the collection of taxes for all sales (however identified) to Customer's Client including, without limitation, sales, use and VAT taxes and reporting and payment of such to the appropriate authorities in the country to which the shipment is made. Customer agrees to defend, indemnify, and hold harmless Shipwire from and against any and all damages and costs incurred (including penalties) which may result from inadequate collection, payment and/or reporting of such taxes.

**Independent Parties**

The Parties agree that each, except for the limited agency authority granted by this TOS Addendum, operates as a business independent of the other. Both Parties agree that neither of them will hold itself out to be the agent, partner or related party of the other.

**Audits and Account Reconciliation**

For export compliance, both Parties reserve the right to audit the other Party's business process as part of its due diligence effort as required by the Export Administration Regulations. The Parties shall mutually resolve any and all existing discrepancies between their respective books and records.

**Agreed:**

<b>Shipwire, Inc. d/b/a Ingram Micro Commerce &amp; Fulfillment Solutions</b>	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**SCHEDULE 1 TO TOS ADDENDUM: Export Power of Attorney**

**POWER OF ATTORNEY  
EXPORT FORWARDING AGENT**

Know all men by these presents, that \_\_\_\_\_ (the  
“Exporter”) . a \_\_\_\_\_ corporation, and having an office and place of business  
at \_\_\_\_\_ (Address of Exporter) hereby authorizes  
Shipwire Inc., d/b/a Ingram Micro Commerce & Fulfillment Solutions (the “Forwarding Agent”), at 435  
Indio Way, Sunnyvale, CA 94085, to act for and on its behalf as a true and lawful agent and attorney of  
the Exporter for and in the name, place, and stead of the Exporter, from this date, in the United States  
either in writing, electronically, or by other authorized means to (i) act as Forwarding Agent for Export  
Control, Census Reporting and Customs purposes, (ii) to make, endorse, or sign any Shipper’s Export  
Declaration or other documents or to perform any act, which may be required by law or regulation  
including arranging for the filing of the Shipper’s Export Declaration or Electronic Information data in  
connection with the exportation or transportation of any merchandise shipped or consigned by or to the  
Exporter, and (iii) to receive or ship any merchandise on behalf of the Exporter.

The Exporter hereby certifies that all statements and information contained in the documentation  
provided to the Forwarding Agent relating to exportation are true and correct. Furthermore, the Exporter  
understands that civil and criminal penalties may be imposed for making false or fraudulent statements or  
for the violation of any United States laws or regulations on exportation and agrees to be bound by all  
statements of said agent based upon information or documentation provided by Exporter to said agent.  
Exporter agrees all shipments hereunder are subject to the terms and conditions of service between  
Shipwire Inc. and any carriers or freight forwarders authorized by Shipwire Inc. pursuant to this Power of  
Attorney to act as forwarding agent on behalf of Exporter.

This power of attorney is to remain in full force and effect until revocation in writing is duly  
given by the Exporter and received by the Forwarding Agent.

In witness whereof, the Exporter caused these presents to be sealed and signed by its duly  
authorized officer:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exporter’s Taxpayer Identification Number: \_\_\_\_\_

Doing Business as (DBA) if applicable: \_\_\_\_\_