


USPPI – Electronic Export Information and Instructions

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|-------|--|------------------|--|--|--|
| Date: | | USPPI Reference: | | | |
|-------|--|------------------|--|--|--|

US Principal Party in Interest (USPPI) Complete Name and Address

| | | | | | |
|---------|--|-------------|--|---|---|
| Name | | | | | |
| Address | | | | | |
| Address | | | | | |
| City | | | | | |
| State | | Postal Code | | | |
| EIN | | Related | | Y | N |

Forwarding Agent



Ultimate Consignee (End User)

| | | | | | |
|---------|--|-------------|--|--|--|
| Name | | | | | |
| Address | | | | | |
| Address | | | | | |
| City | | | | | |
| Country | | Postal Code | | | |

Intermediate Consignee

| | | | | | |
|---------|--|-------------|--|--|--|
| Name | | | | | |
| Address | | | | | |
| Address | | | | | |
| City | | | | | |
| Country | | Postal Code | | | |

Ultimate Consignee Type

| | | | |
|-----------------|-------------------|----------|---------------|
| Direct Consumer | Government Entity | Reseller | Other/Unknown |
|-----------------|-------------------|----------|---------------|

Shipment Details

| | | | |
|-----|-------|---------|---------|
| Air | Ocean | Prepaid | Collect |
|-----|-------|---------|---------|

| | | | | | | | |
|------------------|---|----------------------------------|---------------------|---|---|----------------------|----|
| Origin State: | | Country of Ultimate Destination: | | Routed Export Transaction: | | Y | N* |
| USPPI Self-Filer | Y | N | ITN | *USPPI authorizes Bruning Int. to act as authorized agent for export control, U.S. Customs, and Census Bureau purposes to transmit export information electronically that may be required by law or regulation. | Y | | N |
| Hazardous | Y | N | Insurance Requested | Y | N | Insurance Amount USD | |

Export Item Details

| D/F | Schedule B | Description of Goods | Qty Schedule B Units | Export Value (USD) (Include in-land freight & insurance) | ECCN or EAR99 | License, License Exception or Exemption, NLR | License Value (if licensed) | Item Weight (KG) |
|-----|------------|----------------------|----------------------|---|---------------|--|-----------------------------|------------------|
| | | | | | | | | |
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If any item is under the jurisdiction of the International Traffic in Arms Regulations (ITAR), then please provide the U.S. Munitions List (USML) category and Significant Military Equipment (SME) indicator. If exporting under authority of a License or Permit, please provide a copy.

Comments / Special Instructions:

CARGO SEARCH AND INSPECT: In accordance with regulations issued by the Department of Homeland Security and the Transportation Security Administration ("TSA"), I consent to the search and / or inspection of this shipment by Bruning International through TSA-approved methods. All export shipments are also subject to the search and / or inspection by Customs and Border Protection, the Office of Export Enforcement, and any other applicable regulatory agencies.

I, the duly authorized officer, or employee, certify that the statements made and all information contained herein are true and correct. I understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements herein, failing to provide the requested information or for violation of U.S. laws on exportation (13 U.S.C. Sec. 305; 22 U.S.C. Sec. 401, 18 U.S.C. Sec. 1001, 50 U.S.C. app. 2410).

Confidential – Electronic Export Information (or any successor document) wherever located, shall be exempt from public disclosure unless the Secretary of Commerce determines that such exemption would be contrary to the national interest (Title 13, Chapter 9, Section 301 (g)).

Bruning International standard Terms and Conditions of Service apply to all services provided by the company and its employees and it's agents in connection with these instructions and the shipment(s) to which they apply.

| | | | |
|--|--|------------------|------------------|
| Duly Authorized Officer or Employee (Print Name) | | | |
| Title | | Telephone Number | |
| Date | | Email | Signature |

☐ Check here to validate Electronic Signature. Electronic signatures must be typed in all capital letters in the "Signature" Box above in order to be valid.

Instructions - USPPI – Electronic Export Information and Instructions


All members of the exporting community share an interest and responsibility in complying with U.S. Export Control laws and regulations. To ensure accurate and complete reporting to the U.S. Government via the Automated Export System (AES), we ask you to complete the US Principal Party in Interest Electronic Export Information document (USPPI EEI) so such reporting can be seamless and transparent.

Below you will find a list of the “Required Information”, their definitions and links to government web sites or regulatory citations which may help you in completing these fields. Please contact your local Bruning International representative with questions or concerns. We appreciate your cooperation and value your commitment to export compliance.

The USPPI EEI is a multi-purpose transactional document providing any or all of the following:

- Meets the Transportation Security Administration (TSA) requirement for Cargo Search and Inspect
- Method to communicate shipping instructions
- List of the required information to properly file the Electronic Export Information (EEI) via AES, which includes commodity and export control information
- May function as an authorization to file the EEI to AES on behalf of the USPPI when it is a standard export transaction (USPPI controlled)

Electronic Export Information and Instructions

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| Date: Enter the date the USPPI EEI was completed. | USPPI Reference: Notate your reference number |
| U.S. Principal Party in Interest (USPPI) Name and Address: – State your name and the address where cargo began its journey to the Port of Export. No Post Office (PO) Box. Please also provide your Employer Identification Number (EIN) (USPPI ID for AES transmissions). The USPPI is the U.S. person that receives the primary benefit, monetary or otherwise, of the export transaction. | Forwarding Agent: The person in the United States who is authorized by one of the principal parties in interest to facilitate the movement of the cargo from the United States to the foreign destination and/or prepare and file the EEI to AES. Bruning International is the Forwarding Agent. <div style="text-align: center; margin-top: 20px;">  </div> |
| USPPI Related to the Ultimate Consignee Yes or No: If one party has at least 10 percent ownership of the other, then the USPPI would be related to the Ultimate Consignee. | Intermediate Consignee: State the complete name and address of the Intermediate Consignee, if different from Ultimate Consignee. This could be the ship-to party or the party identified on the export license or permit. |
| Ultimate Consignee (End User): Insert the complete name and address of the Ultimate Consignee or End User. The Ultimate Consignee is the person, party, or designee that is located abroad and actually receives the export shipment. This party may be the End User or the Foreign Principal Party in Interest (FPPI). | Shipment Details: Request mode of transport, either <u>Air</u> or <u>Ocean</u> and if freight charges are <u>prepaid</u> or <u>collect</u> . |
| Ultimate Consignee Type – Select the type that best fits the Ultimate Consignee (End User) <ul style="list-style-type: none"> • <u>Direct Consumer</u> - 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. • <u>Government Entity</u> - A government-owned or government-controlled agency, institution, enterprise, or company. (Foreign or U.S. Government) • <u>Reseller</u> - A non-government reseller, retailer, wholesaler, distributor, distribution center or trading company. • <u>Other/Unknown</u> - An entity that is not a Direct Consumer, Government Entity or Reseller, as defined, or whose ultimate consignee type is not known at the time of export. (This Ultimate Consignee Type should be rarely used) | |
| Origin State: The U.S. State from which the cargo began its journey to the port of export. Cargo origin could be different from the USPPI State. | Country of Ultimate Destination: Select the country in which the merchandise is to be consumed, further processed, or manufactured; the final country of destination as known at the time of export; or the country of ultimate destination as shown on the export license or permit. |
| USPPI Self-File: If the USPPI chooses to file the EEI to AES please check yes. You must provide the Internal Transaction Number (ITN) to show proof of filing. | Routed Export Transaction Yes or No: Advise whether it is a Routed Export Transaction (Consignee Routed). If the shipment is controlled by the FPPI it is a Routed Export Transaction. |

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| Hazardous Yes or No: Is your shipment Hazardous? | USPPI authorizes Bruning Int. Yes or No: If not a Routed Export Transactions does the USPPI authorize Bruning Int. to act as authorized agent for export control, U.S. Customs, and Census Bureau purposes to transmit export information electronically that may be required by law or regulation. (This includes filing the EEI to AES). |
| Insurance Requested and Insurance Amount: Yes or No – If Yes please enter Insurance Amount in U.S. Dollars. | |
| Export Item Details Including the information above, Export Item Details are required for the Electronic Export Information (EEI) that is transmitted to the Automated Export System (AES). Any information missing will delay your shipment. 15 CFR Part 30.3 | |
| Domestic (D) or Foreign (F) Indicator – State the origin of the commodity per Schedule B. | Schedule B – State the 10 digit Schedule B or U.S. Harmonize Tariff Schedule (HTS) number. http://www.census.gov/foreign-trade/schedules/b/index.html |
| Description of Good – State the commercial or generic description of the commodity exporting per Schedule B. | Schedule B Units – State the Schedule B or HTS Unit of Measure. |
| Export Value – Indicate the Export Value per Schedule B (should include inland freight and insurance to the port of export) | Export Control Classification Number (ECCN) or EAR99 designation per Schedule B. If your item is not controlled under the International Traffic in Arms Regulations (ITAR) or the Nuclear Regulatory Commission (NRC) then your item will either be classified with an ECCN or designated EAR99. http://export.gov/regulation/eg_main_018219.asp |
| License, License Exception or Exemption, NLR – State the Export License Number (or Permit), License Exception or License Exemption, or No License Required (NLR) 15 CFR Part 748 | License Value – State the license value of the item exporting (if against an Export License or Permit). |
| Item Weight (KG) – provide the net weight of the item exporting for each Schedule B in Kilograms | |
| <ul style="list-style-type: none"> If any item is under the jurisdiction of the International Traffic in Arms Regulations (ITAR), then please provide the U.S. Munitions List (USML) category and Significant Military Equipment (SME) indicator. Provide this information in writing. If exporting under authority of a License or Permit, please provide a copy. | |
| Comments/Special Instructions: Provide any comments or special instructions you may have. You can also include any ITAR specific information. | |
| Duly Authorized Officer or Employee (Print Name) – The USPPI contact that is completing and signing this USPPI EEI. Please provide complete contact details including title, phone number and email address. This would be the contact notated on the EEI that is transmitted to AES, and if any U.S. Government agency has a question concerning the shipment, they may contact this individual. | |
| Electronic Signature acceptable if the box is checked and the Duly Authorized Officer or Employee's name is in CAPITAL LETTERS in the Signature Box. | |
| Regulatory Authority: <ul style="list-style-type: none"> Foreign Trade Regulations (FTR): http://www.census.gov/foreign-trade/regulations/index.html Export Administration Regulations (EAR): http://beta-www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear International Traffic in Arms Regulations (ITAR): http://www.pmddtc.state.gov/regulations_laws/itar.html | |

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

(a) "Company" shall mean Bruning International, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, Customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as Agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor.

3. Limitations of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;

(b) In preparing and submitting Customs entries, export declarations, applications, security filings, documentation and/or other required data, Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction,

by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:

- (i) where the claim arises from activities other than those relating to Customs business, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to "Customs business", \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages or for the acts of third parties.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorney's fees arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.," shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collections of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien and Right to Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty (30) days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Section 508 and 509 of the Tariff Act, as amended, (19 USC § 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

19. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principals of conflict of law. Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New York;

(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;

(c) consent to the exercise of *in personam* jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction