



BTX Customs Broker LLC Terms & Conditions of Service

Revised September 2025



BTX Customs Brokers LLC
Terms and Conditions of Service

1) Definitions:

- a) "BTX" shall mean **BTX Customs Brokers LLC**, a licensed Customs Broker with U.S. Customs and Border Protection, as well as its subsidiaries, related companies, agents and/or representatives as may exist.
- b) "Customer" shall mean the person for which BTX 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) Agreement to Terms: All services provided by BTX are governed exclusively by these Terms and Conditions of Service, as amended from time to time at BTX's sole discretion. In the event BTX renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

3) BTX as agent: BTX acts as the "agent" of the Customer for the purpose performing duties in connection with importer security filing services, the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor

4) Limitation of Actions:

- a) Unless subject to a specific statute or international convention, all claims against BTX for a potential or actual loss, must be made in writing and received by BTX, within ninety (90) days of the event giving rise to the claim; the failure to give BTX 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.

5) No Liability for the Selection or Services of Third Parties and/or Routes: Unless BTX performs services through persons or firms specifically engaged pursuant to written instructions from the Customer, BTX shall exercise reasonable care in selecting third-party service providers and determining the means, route, and procedures for handling, transporting, clearing, and delivering shipments. Any reference by BTX to a particular third party shall not be construed as a warranty or representation that such party



will perform services in a specific manner or without fault. BTX does not assume responsibility or liability for the acts or omissions of third parties or their agents, and shall not be liable for any delay, loss, or damage occurring while a shipment is in the custody or control of such third parties. All claims arising from the acts or omissions of third parties must be brought directly against those parties and/or their agents. BTX will reasonably assist the Customer in pursuing such claims, provided that the reimburses BTX for any costs or expenses incurred by BTX in connection with such assistance.

- 6) **Quotations Not Binding:** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by BTX to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon BTX unless BTX 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 BTX and the Customer.
- 7) **Reliance on Information Furnished:**
 - a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise BTX of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf.
 - b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, BTX 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 BTX 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 or false statement by the Customer 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.
 - c) Customer acknowledges that it is required to provide verified gross mass and weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to vessel operators and other providers. The Customer agrees that it shall indemnify and hold BTX harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or incomplete statements of the weight provided by the Customer or its agent or contractor on which BTX relies.
- 8) **Declaring Higher Value to Third Parties:** Third parties to whom the goods are entrusted may limit liability for loss or damage; BTX 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.
- 9) **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.
- 10) **Disclaimers; Limitation of Liability:**
 - a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;



- b) Subject to (d) below, Customer agrees that in connection with any and all services performed by BTX, BTX shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and BTX shall in no event be liable for the acts of third parties;
 - c) In connection with all services performed by BTX, 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 therefore, the request which must be confirmed in writing by BTX prior to rendering services for the covered transaction(s);
 - (d) In the absence of additional coverage under (c) above, BTX's liability shall be limited to the following:
 - i) where the claim arises from activities other than those relating to customs brokerage, \$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 BTX 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 damage.
- 11) **Force Majeure:** BTX shall not be liable for any failure to perform, delay, loss, damage, or monetary loss arising from causes beyond its reasonable control, including but not limited to: Acts of God (such as floods, earthquakes, hurricanes, or other natural disasters); war, terrorism, civil unrest, or other hostile acts; labor disruptions including strikes, lockouts, or slowdowns; government actions, legal restrictions, or the closure of public transportation routes such as highways, railways, airways, or shipping lanes; public health emergencies including pandemics, epidemics, or quarantine measures; equipment or infrastructure failures; cyberattacks or IT system disruptions; or intentional acts of third parties. BTX shall also not be liable for issues arising from the nature or condition of the freight, including inherent vice, infestation, or improper packaging, labeling, or documentation by the Shipper or Consignee. In such events, BTX's obligations shall be suspended for the duration of the disruption, and timelines extended accordingly. If the disruption continues for more than thirty (30) days, either party may terminate the affected services upon written notice, without further liability except for obligations accrued prior to the event.
- 12) **Advancing Money:** All charges must be paid by Customer in advance unless BTX 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 BTX.
- 13) **Indemnification/Hold Harmless:** Customer shall defend, indemnify, and hold harmless BTX, its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach by Customer of these Terms and Conditions; Customer's failure to comply with applicable laws, regulations, or governmental requirements; BTX's or any third party's reliance on information, documentation, or instructions provided by or on behalf of Customer; Customer's negligence, willful misconduct, or misrepresentation; or any claim seeking to impose liability on BTX in excess of the limitations of liability set forth in these Terms and Conditions or applicable law. This indemnity shall not apply to the extent a claim is determined by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of BTX.
- 14) **Inspection Consent:** Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all



cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

- 15) **C.O.D. or Cash Collect Shipments:** Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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 collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.
- 16) **Forfeiture of Discounts and Costs of Collection:** All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, BTX 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.
- 17) **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 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.
- 18) **No Duty to Maintain Records for Customer:** Customer acknowledges that pursuant to Sections 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, BTX 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.
- 19) **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.
- 20) **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.
- 21) **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.



- 22) **Compensation of Company:** Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of BTX for its services. BTX's charges may be reversed to the parties responsible if a shipment is refused or payment is not made by the original bill-to party. The compensation of BTX for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by BTX 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, BTX 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 BTX, upon recovery by BTX, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- 23) **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.
- 24) **Dispute Resolution and Governing Law:** These Terms and Conditions, and the services provided by BTX under them, shall be governed by and construed in accordance with the applicable federal laws of the United States and the laws of the State of Connecticut, without regard to its conflict-of-law principles or those of any other jurisdiction. To the extent permitted by law, BTX and Customer waive the application of any legal provisions that conflict with these Terms and Conditions. Without limiting the foregoing, the parties expressly waive any rights or remedies under Part B of Subtitle IV to Title 49 of the United States Code, including but not limited to 49 U.S.C. § 14706, to the extent such rights or remedies conflict with the provisions of this Agreement. In the event of a direct conflict between these Terms and Conditions and any mandatorily applicable law that cannot be waived, the provisions of such law shall govern, but only to the extent of the conflict. BTX and Customer agree that any claim or dispute arising out of or relating to this Agreement—whether based on international convention, federal, state, local, or foreign statutes, regulations, or common law—shall be brought exclusively in the state or federal courts located in Fairfield County, Connecticut. Both parties hereby consent to the jurisdiction of such courts. Before initiating any legal action, the parties shall make a good faith effort to resolve the dispute through non-binding mediation conducted by a mutually agreed-upon mediator in Connecticut. If Customer initiates legal action against BTX, Customer agrees that BTX may request transfer of the action to another venue where BTX is a party to related litigation concerning the same cargo, subject to applicable jurisdictional rules. If BTX prevails in any legal action brought by any party with an interest in a shipment, BTX shall be entitled to recover its reasonable attorney's fees and litigation expenses.