Terms and Conditions of Service

B. Todaro Custom House Broker, Inc.

These Terms and Conditions govern all customs brokerage, logistics, and related services performed by **B. Todaro Custom House Broker, Inc.** ("Broker"). By executing a Power of Attorney or by tendering any shipment, documentation, or request for services, the **Importer/Client ("Customer")** agrees to be bound by these Terms and Conditions.

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1. Scope of Services

Broker provides customs brokerage, import compliance assistance, entry filing, ISF filing, document preparation, coordination with carriers and government agencies, and related services. Broker acts solely as an agent of the Customer unless otherwise stated in writing.

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2. Customer Responsibilities

Customer agrees to:

- Provide complete, accurate, and timely information required for Customs and other government agencies.
- Ensure all commercial invoices, packing lists, HTS classifications, valuations, country-of-origin declarations, PGA data (FDA, USDA, EPA, F&W, etc.) are truthful and compliant.
- Maintain all import records for **five (5) years** as required under 19 CFR 163.
- Immediately notify Broker of any discrepancies, changes, or compliance concerns.

Customer is solely responsible for:

- Correct classification, valuation, and admissibility of merchandise.
- All duties, taxes, fees, and penalties assessed by CBP or any government agency.

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3. Limitation of Liability

Broker's liability for any claim arising from services performed shall not exceed **$50 per entry** or the amount of brokerage fees paid for the specific transaction, whichever is less.

Broker shall not be liable for:

- Consequential, special, punitive, or indirect damages.
- Government delays, CBP system outages, carrier errors, or force majeure events.
- Errors resulting from incomplete or inaccurate information provided by Customer.

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4. Indemnification

Customer agrees to indemnify, defend, and hold Broker harmless from any claims, penalties, liquidated damages, bond claims, or government actions arising from:

- Incorrect or incomplete information provided by Customer.
- Misclassification, undervaluation, or false statements.
- Violations of CBP, PGA, or other regulatory requirements.
- Use of Broker's bond on Customer's behalf.

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5. Payment Terms

- All invoices are due **upon receipt** unless otherwise stated.
- Broker may hold documents or suspend services for unpaid balances.
- Customer agrees to reimburse Broker for any duties, taxes, or fees advanced on Customer's behalf.
- Late fees may apply to overdue invoices.

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6. Bond Usage

Customer authorizes Broker to:

- Use Customer's continuous or single-transaction bond.
- Use Broker's bond when necessary.

Customer agrees to reimburse Broker for any bond claims, penalties, or fees resulting from Customer's actions or omissions.

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7. Confidentiality and Data Handling

Broker may share Customer information with CBP, carriers, and government agencies as required for regulatory compliance. Broker maintains reasonable safeguards but is not liable for breaches caused by third-party systems, carriers, or government platforms.

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8. Force Majeure

Broker is not liable for delays or failures caused by events beyond its control, including but not limited to:

- Weather
- Natural disasters
- CBP or PGA system outages
- Strikes or labor disruptions
- Carrier delays

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9. Governing Law

These Terms and Conditions are governed by the laws of the **State of New York**, without regard to conflict-of-law principles.

Any dispute shall be brought in a court of competent jurisdiction in New York.

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10. Severability

If any provision of these Terms is found invalid, the remaining provisions remain in full force and effect.

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11. Website Terms

These Terms and Conditions are available online at: **www.btodaro.com/terms**

All work performed by Broker is subject to these Terms and Conditions.

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12. Acceptance

Customer acknowledges and accepts these Terms and Conditions by:

- Executing a Power of Attorney, or
- Tendering any shipment or documentation to Broker, or
- Requesting any customs brokerage or related services.

B. Todaro Custom House Broker, Inc. These Terms and Conditions are effective as of the date posted on the Broker's website.