

Terms and Conditions of Customs Brokerage Services

Company: SYNERGY-CARGO Group (“Broker”)

1. Definitions

- **“Client”** means the party engaging the Broker to provide customs brokerage services.
- **“Services”** means all customs clearance, consulting, cargo documentation, regulatory compliance, and related services provided by the Broker.
- **“Cargo”** means the goods entrusted by the Client for customs clearance and related services.

2. Scope of Services

The Broker shall provide customs brokerage services in accordance with applicable laws and regulations, including but not limited to:

- Preparation and submission of customs declarations.
- Classification of goods under the Harmonized System (HS).
- Calculation of duties, tariffs, and taxes.
- Liaison with customs authorities and government agencies.
- Coordination of release and delivery of goods upon clearance.

3. Client Obligations

The Client agrees to:

- Provide accurate, complete, and timely documents and information (e.g., invoices, packing lists, permits, certificates).
- Warrant the accuracy of all data provided to the Broker.
- Inform the Broker of any restrictions, special handling requirements, or applicable permits/licenses.
- Pay all fees, duties, taxes, penalties, and charges associated with the services.

4. Fees and Payment

- Fees for services performed shall be charged according to the Broker's prevailing tariff, unless otherwise agreed in writing.
- The Client is responsible for reimbursement of duties, taxes, customs fees, fines, penalties, and any third-party charges incurred on their behalf.
- Payment terms shall be [insert terms, e.g., net 30 days] from the date of invoice. Interest may be charged on overdue amounts.

5. Liabilities and Limitations

- The Broker shall exercise reasonable skill and care when performing the services.
- The Broker shall not be liable for:
 - Delays, fines, penalties, losses, or damages caused by incorrect, incomplete, or misleading information or documents supplied by the Client.
 - Acts or omissions of customs authorities, government agencies, carriers, or other third parties.
 - Force majeure events, including but not limited to strikes, natural disasters, or system failures beyond the Broker's control.
- The Broker's liability, if any, shall be limited to the lesser of:
 - Actual proven loss, or
 - The service fee paid to the Broker for the specific transaction.

6. Indemnification

The Client agrees to indemnify and hold the Broker harmless from all claims, damages, expenses, penalties, or liabilities arising from the Client's breach of these Terms and Conditions, or from incorrect or misleading information provided to the Broker.

7. Confidentiality

Both parties agree to treat as confidential all non-public information obtained in the course of providing services, except where disclosure is required by law.

8. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws

of [Insert applicable jurisdiction]. Any disputes shall be subject to the exclusive jurisdiction of the courts of [Insert place].

9. Amendments

The Broker reserves the right to amend these Terms and Conditions by providing written notice to the Client. Continued use of services after such notice shall constitute acceptance of the revised Terms.