

INSTRUCTIONS FOR GENERAL AGREEMENT OF INDEMNITY

Dear DachserUSA Customer,

Please complete the attached forms by completing the fields with the corresponding information.

We also ask that a Corporate Acknowledgement be completed for each signature provided on the General Agreement of Indemnity.

In completing the Corporate Acknowledgement, a copy of the Corporate Resolution authorizing execution of this instrument by the corporation must be attached.

Kind regards,

Dachser Transport of America, Inc. – Compliance Department

DACHSER Transport of America, Inc.

Corporate Office – 2839 Paces Ferry Road, Suite 300, Atlanta, Georgia 30339, USA

Tel: +1(678) 302-9111 Fax: +1(678) 302-9561 E-Mail: corporate@dachser.us Website: www.dachser.us

All business is undertaken as per terms and conditions of service approved by the National Customs Brokers & Forwarders Association of America, Inc. (Revised 6/94)



1200 N. Arlington Heights Road, Suite 400, Itasca, Illinois 60143
Tel: (630) 227-4700 or (800) 338-0756 Fax: (630) 227-4705

GENERAL AGREEMENT OF INDEMNITY

THIS AGREEMENT is made by the Undersigned in favor of Washington International Insurance Company for the purpose of indemnifying it from all loss and expense in connection with

Principal Name: _____

Tax ID#: _____

_____ as Principal, for which Washington International Insurance Company now is or hereafter becomes surety.

In consideration of the execution of this Bond for Principal and as an inducement to such execution by Surety, the Undersigned, jointly and severally, agree as follows:

DEFINITIONS: Where they appear in this agreement, the following terms shall be considered as defined in this paragraph.

Principal: Any one, combination of, or all of the persons, firms or corporations set forth above or their successors in interest, whether alone or in joint venture with others not named herein, and any corporation which any of the undersigned shall represent in writing to be subsidiary to or controlled by or affiliated with undersigned, and any co-partnership or person upon written request of any of the undersigned.

Bond: Bond number ALL Customs Bonds and any renewals or extensions thereof executed by Surety.

Surety: Washington International Insurance Company and any person or company joining with it executing any Bond, executing any Bond at its request, or providing reinsurance to it with respect to any Bond.

INDEMNITY TO SURETY: Undersigned agrees to pay to Surety upon demand all loss and expense, including attorney fees, incurred by Surety by reason of having executed said Bond. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety in any claim or suit by Surety against Undersigned. Separate suits may be brought under this agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.

GENERAL PROVISIONS:

1. Assent by Surety to changes in said Bond or refusal so to assent shall not release or affect the obligations of Undersigned to Surety.
2. Surety shall have the right to decline to execute said Bond.
3. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration.
4. Undersigned will, on request of Surety, procure the discharge of Surety from said Bond, and all liability by reason thereof.
5. Undersigned warrant that each of them is specifically and beneficially interested in the obtaining of said Bond.
6. In case the execution hereof by any of the Undersigned may be defective or invalid for any reason, such defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder of any other of the Undersigned. Invalidity of any provision of this agreement by reason of the laws of any state or for any other reason shall not render the other provisions hereof invalid.

EXECUTED this _____ day of _____

Company: _____

parent Company (if applicable) _____

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Seal _____

Seal _____

IMPORTANT: Each Signature affixed to this agreement must be acknowledged. If additional space for signature of indemnitors or additional acknowledgements are required, request forms from Surety. Attach certified copy of Resolution authorizing execution of this instrument by corporation.

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ Day of _____ before me personally appeared

_____, to me know to be the

The corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that _____ executed said instruments by order of the Board of Directors of said corporation. IN WHITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ Day of _____ before me personally appeared

Name: _____, to me know to be the

Title: _____

Company: _____

The corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that _____ executed said instruments by order of the Board of Directors of said corporation. IN WHITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.