

## **PURCHASE ORDER ATTACHMENT IN-002**

### **IMPORT/EXPORT DOCUMENTATION (FOB Outside U.S.)**

- I. Seller shall prepare export documentation, including but not limited to invoices (commercial or Customs), packing sheets and Customs declarations, which will be used by Buyer for clearing Customs in the United States. Seller warrants that all such documentation (1) is accurate, (2) is in accordance with documentation and shipping instructions contained in Buyer's purchase order, and (3) corresponds with the actual items shipped from Seller to Buyer. Seller hereby indemnifies and holds Buyer harmless against any and all losses, claims, seizures, forfeitures, penalties, additional assessments and damages of any kind imposed by U.S. Customs on Buyer for violation of the U.S. Customs Regulations, or those of any other U.S. Government agency which are enforced by U.S. Customs, caused by Seller's acts or omission to act.
  
- II. Seller agrees that upon notification from Buyer of a violation arising from Seller's acts or omission to act, Seller shall immediately provide Buyer assistance to rectify the situation with the U.S. Government authorities. In the event Buyer suffers any actual monetary losses as a result of errors in Seller's export documentation, Buyer may request reimbursement from Seller or offset the losses against any amount payable to Seller by Buyer at that time or in the future.

**END OF DOCUMENT**

*The text of this document shall not be changed except by written agreement between Buyer and Seller.*