

# Standard Operating Requirements for Limited Agents (Short Form)

These Standard Operating Requirements for Limited Agents ("SORs") apply to any agency agreement or similar mutual assistance agreement in which they are incorporated by reference. "Agent" means an entity that agrees to work as a limited agent for Ingram Logistics. "ILS" means Ingram Logistics Services LLC. The term "Territory" in these SORs means the Territory assigned to the Agent in the Agreement.

## 1. Outgoing Shipments

- **1.1.** Declaration of Value. On some occasions, customers may ask to declare the value of shipments and pay additional freight. Agent should notify ILS immediately of such requests so that the parties can discuss and agree on additional *ad valorem* freight based on the shipment's declared value.
- 1.2. Notice of Outgoing Shipments. For shipments originating in the Territory, Agent shall promptly email to ILS the following information:

## 1.2.1. At time of booking:

- 1.2.1.1. Ocean carrier and booking number;
- 1.2.1.2. Agent's reference number if any
- 1.2.1.3. Vessel, voyage number, POL and ETD, POD and ETA;
- 1.2.1.4. Names of shipper and consignee
- 1.2.1.5. Description of goods including number of pieces and weight
- 1.2.1.6. ocean master bill of lading number and house or through bill of lading number
- 1.2.2. At time of shipment: Same information updated as needed plus house and master B/L numbers.
- 1.2.3. U.S. Customs Service Vessel Automated Manifest System Compliance. Agent shall be responsible for providing all information necessary so that ILS can file the cargo declaration required by 19 C.F.R. § 4.7 at least 24 hours before the cargo loading.
- 1.3. Notice of Incoming Shipments. For shipments received in the Territory, Agent shall contact the notify party and ultimate consignee or its broker or other representative immediately (no later than 24 hours) with email copy to ILS.
- 1.4. Unclaimed Shipments. If the consignee does not respond to the arrival notice(s) within 7 days from arrival or refuses to take delivery or pay any collect charges, Agent shall immediately inform ILS and shall carry out ILS's further instructions.
- 1.5. Damaged Shipments. Where Agent observes damage to ILS cargo or where damage is reported by the receiver, Agent shall immediately notify ILS, the ocean carrier, all the inland carriers and any warehouse or other location where the cargo was stored prior to final delivery.

#### 2. Delivery and Collection

- 2.1. Negotiable Bills of Lading. Freight moving on a negotiable bill of lading *may not be delivered without surrender of the original bill of lading*. Only where ILS has specifically agreed, in writing, may a shipment be released without surrender of the original bill of lading.
- 2.2. **Collect Freight**. Where freight is not prepaid, ILS may instruct Agent to collect freight. If so instructed, Agent must collect in full before releasing the shipment. Otherwise, Agent must pay outstanding freight to ILS and collect from the consignee/receiver.

#### 3. Insurance

3.1. If any shipper or other customer requests insurance for cargo shipped from the Territory, Agent shall immediately relay such communication to ILS for further instructions on how to secure such additional coverage through ILS's insurance broker. Agent has no authority to undertake to provide insurance without express written agreement from ILS for each shipment.

## 4. General Practices

- 4.1. Notice of Limited Agency. Whenever Agent provides ocean transportation intermediary services for ILS, it shall do so as the disclosed limited agent of ILS. Agent shall not misrepresent the scope of its limited agency and limited authority under this Agreement.
- 4.2. No Waiver of Legal Rights Under Any Law. Agent shall not waive any of the rights or defenses in ILS's bill of lading or otherwise available to ILS under the law.
- 4.3. Complete Compliance with U.S. Law. Agent shall comply with all applicable laws and regulations of the United States and any other applicable jurisdiction, including, without limitation, the United States Foreign Corrupt Practices Act and all U.S. trade sanctions laws.