Third-Party Billing Waiver and Authorization

DDP transactions, foreign importer of record · Rev. 2027 · Supersedes the undated draft supplied August 2026

Effective Date:

Foreign Importer / Importer of Record (legal name):

Registered address:

City:

Country:

CBP Importer Number / CAIN:

Third-Party Billing Party (legal name):

Third-Party Billing Party address:

City:

State/Country:

Third-Party Billing Party contact:

Email:

Purpose

This Third-Party Billing Waiver and Authorization is intended for Delivered Duty Paid ("DDP") transactions where the foreign party is acting as the importer of record for U.S. customs entry purposes and requests that brokerage, freight, duty, tax, fee, or related service charges be billed to a designated third party. This document does not transfer importer of record responsibility or customs liability from the foreign importer to the third-party billing party.

Authorization for third-party billing

The Foreign Importer hereby authorizes Transmodal Corporation (the "Broker / Service Provider") to issue invoices and billing statements to the Third-Party Billing Party identified above for charges arising from customs brokerage, entry preparation, forwarding, transportation, duties, taxes, fees, disbursements, storage, demurrage, detention, or other charges associated with shipments handled under DDP terms.

Acknowledgment of importer responsibility

The Foreign Importer acknowledges and agrees that, as importer of record, it remains responsible for the accuracy of all entry information, admissibility requirements, payment of duties, taxes, fees, penalties, liquidated damages, and other amounts owed to U.S. Customs and Border Protection or any other governmental authority. Payment by or billing to a third party does not relieve the Foreign Importer of any legal, regulatory, or financial obligation associated with the import transaction.

Payment terms and non-payment

If the Third-Party Billing Party fails to pay any invoice, charge, duty, tax, fee, or disbursement when due, the Foreign Importer remains jointly and severally responsible for payment upon demand. The Broker / Service Provider may suspend services, withhold delivery or release of documents where legally permissible, require advance payment, or pursue collection from either the Foreign Importer or the Third-Party Billing Party.

Waiver and release

The Foreign Importer waives any objection to the Broker / Service Provider billing the Third-Party Billing Party as directed herein and releases the Broker / Service Provider from any claim arising solely from the issuance of invoices to the designated third party, provided the billing was performed in accordance with this authorization. This waiver does not release the Broker / Service Provider from obligations imposed by applicable law or from liability arising from its own gross negligence or willful misconduct.

Indemnification

The Foreign Importer agrees to defend, indemnify, and hold harmless the Broker / Service Provider from and against any claims, losses, costs, penalties, liquidated damages, expenses, attorney fees, or liabilities arising from inaccurate or incomplete information supplied for customs entry, non-payment by the Third-Party Billing Party, failure to satisfy importer of record obligations, or any dispute between the Foreign Importer and the Third-Party Billing Party.

Relationship to the General Terms and Conditions

This authorization is the written consent contemplated by Section 6(k) (Third-Party Payors; Guarantors) of Transmodal Corporation’s General Terms and Conditions of Service, Revision #7 effective November 7, 2026, and is effective upon the Broker / Service Provider’s written acknowledgment below. The credit terms applicable to the Foreign Importer apply in the same manner to the Third-Party Billing Party, and the Foreign Importer shall so inform the Third-Party Billing Party.

Term and revocation

This authorization remains in effect until revoked in writing by the Foreign Importer and acknowledged by the Broker / Service Provider. Revocation will apply only to future shipments and will not affect any unpaid invoices, charges, duties, taxes, fees, or obligations incurred before the effective date of revocation.

This document is executed subject to Transmodal Corporation’s General Terms and Conditions of Service, Revision #7 effective November 7, 2026 (the revision in force at execution is recorded with this document), including Section 10 (Verification, Automated Processing, and Technology), and Transmodal’s Privacy Statement, both available at transmodal.net. The undersigned consents to electronic execution and acknowledges that Transmodal maintains an electronic audit record of this execution.

Signatures

Foreign Importer / Importer of Record

Authorized Signature:

Name / Title:

Company:

Date:

Acknowledged by Transmodal Corporation

Authorized Officer Signature:

Name / Title:

Date:

Third-Party Billing Party Acceptance and Payment Undertaking

The undersigned Third-Party Billing Party acknowledges its designation under this Authorization and agrees to accept invoices issued by Transmodal Corporation for the charges covered by this Authorization.

The Third-Party Billing Party agrees to be jointly and severally liable with the Foreign Importer for payment of all charges properly billed to it pursuant to this Authorization, including applicable freight, brokerage fees, duties, taxes, disbursements, and other agreed charges, subject to applicable law.

The Third-Party Billing Party acknowledges that this undertaking is a direct contractual payment obligation and is not merely an acknowledgment of the Foreign Importer's billing instructions.

This undertaking does not transfer importer of record status, customs entry responsibility, or statutory liability to U.S. Customs and Border Protection from the Foreign Importer to the Third-Party Billing Party.

Third-Party Billing Party

Legal Entity Name:

Authorized Representative:

Title:

Signature:

Date: