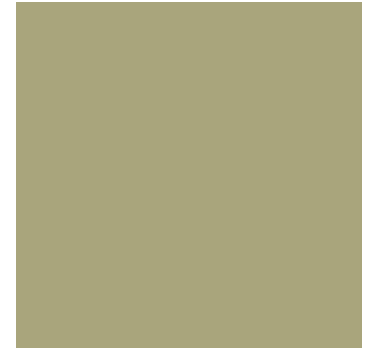




The Riddle of the Exporter

Exporting Documents

The Devil is in the Details



Docs We Will Cover

- Sales & Distributorship Agreement
- Landed Cost
- Pro-forma Invoice
- Commercial Invoice
- Bill of Lading
- Certificate of Origin
- Other Shipping Docs: Packing List, Proof of Insurance
- Letter of Credit



Landed Costs	
Line Cost Items:	
Product (p.u. in Gun Barrel, TX factory)	\$ 10,000
Freight to ship in Houston, TX	\$ 300
Freight from ship to Sydney, Australia	\$ 700
Insurance	\$ 200
Cost Insurance & Freight Total Charge	\$ 11,200
Landing Charges:	
Import duty (10% of FOB) \$10,300	\$ 1,030
Merchant marine Tax 25% of ocean frt.	\$ 175
Terminal handling charges	\$ 225
Compulsory contribution to Union	\$ 50
Custom Broker fee	\$ 700
Bank Costs	\$ 200
Total Landing Charges	\$ 2,380
Total Landed Costs to Sydney, Australia	\$ 13,580

SALES REPRESENTATION and DISTRIBUTORSHIP CONTRACT

Con and Fiona Finnegan: Outback Gift Shop,

This letter, when signed by you and returned to us, shall constitute the Agreement between us governing your appointment as our Exclusive Sales Representative and Distributor in Australia.

We appoint you our Exclusive Sales Representative and Distributor for the sale within the Territory of those products covered by this Agreement, subject to the terms and conditions set forth in this letter. By your signature you accept the appointment and agree to all of the terms hereof.

1. The "Products" covered by this Agreement are all those products appearing in the catalog that is ~~enclosed~~ herewith and such catalogs as we shall send you in the future and identify as being subject to the Agreement.
2. "Promotion of Sales". You agree to call regularly on all prospective purchasers in the Territory, and to plan an effective sales program. You also agree that during the term of this Agreement you will not act for any principal whose products, noted above in catalog compete with those of Earnie Earl's Sporting Goods unless previously agreed upon in writing.
3. "Authority to Purchase". You are authorized to purchase merchandise covered by this Agreement for your account at prices and terms as set forth in our most recent price list, a copy of which is attached. All orders for Products purchased by you are subject to acceptance or rejection by us.
4. "Purchase of Products". You will neither be entitled to, nor will you be paid any commission on ~~sales~~ we make to you as our distributor pursuant to the terms of Paragraph #3, above.
5. "Authority to Sell". You are further authorized to solicit orders from commercial buyers (other than other than yourself) in your territory for Products covered by this Agreement at prices and terms which are in effect at that time. All orders are subject to acceptance or rejection by us.
6. "Commissions". Will be paid on orders solicited by you according to the terms of Paragraph #5, ~~above~~ for Products shipped by us during the term of this Agreement to purchasers in your territory and accepted and paid for by the purchaser. The commissions for such sales will be ~~established as~~ per the attached schedule which may be adjusted from time to time. Commissions will be paid by the last day of the month, in the month of completion of each shipment.
7. "Terms and Conditions of Sale". All sales to you shall be subject to the terms and conditions set ~~forth on~~ the price lists sent to you from time to time.
8. "Major Tenders". It is agreed that we will advise you of all major tenders received by us to give you the opportunity to quote. Should you be either unwilling or unable to quote any specific tender, we then shall be free to quote directly without any compensation for you.

9. "Use of Catalogs and Advertising Materials". It is understood that you will not use out catalogs or other advertising materials without our written consent.
10. "Expenses" It is understood that we shall not be responsible for any expenses which you may incur in the performance of this contract. It is also understood that you will not be responsible for any expenditures incurred by us.
11. "Trademarks". You bind yourself not to register, use, or permit the use in your name of any trademarks, trade dress, brands, labels, labeling, designs or other indicia of ownership resembling those which are used on goods sold by us, or any other of our suppliers, nor to associate the name directly or indirectly to any business with which you are associated. These obligations shall survive the termination or expiration of this Agreement.
12. "Independent Contractor". You shall be an independent contractor and shall not enter into or assume any obligations on our behalf, nor shall you make any obligations on our behalf, nor shall you make any guarantees, warranties or representation of the Products on our behalf.
13. "Terms of the Agreement". This agreement, when signed by you and returned to us, shall become effective as of the date of this letter and shall be valid for a period of one year, effective this date, and shall be automatically renewed for similar periods of one year unless either party, prior to 90 days of expiration, serves written notice to the other informing him of his desire not to renew the contract. If this Agreement is so terminated by either party, the other party shall not be entitled to damages or compensation of any nature, regardless of any expenditures or loss of future profit incurred by such other party. Also, in such cases you agree to return to us all samples, catalogs, price lists and other materials belonging to us, within 30 days.
14. "Applicable Law". ~~The rights and duties of the parties to this agreement shall be governed by the laws of the State of Texas, USA.~~
15. "Arbitration and/or Mediation". Any disagreements are to be settled with Arbitration and/or Mediation governed by the laws of the State of Texas, USA.

Signed:

Eamie Earl & Bettie Sue Taylor
Eamie Earl's Sporting Goods
Gun Barrel City, TX

Date:

Accepted by:

Con & Fiona Finnegan
Outback Gift Shop
Darwin, Australia

Date:

PRO FORMA INVOICE**EARNIE EARL'S SPORTING GOODS**

#4566 HWY. 175

GUN BARREL, TX 79077

PH 903-456-7789 903-456-7790 FX

PREPARED FOR:**OUTBACK GIFT SHOP**

Hwy. 333, No. 3366

Darwin, NSW 1000 Australia

61-2-9364-9877

61-2-9364-9899 FX

Date: April 07, 2011

Reference: Your FAX April 06, 2011

Suspense Date: June 06, 2011

Shipment: 60 days after receipt

acceptable L/C

Terms: At site, Irrevocable

Letter of Credit/USA bank

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
1000	License Plates Decorative Outback Tough	\$10.00 USD	\$10,000.00
	Frt to Houston Port		\$300.00
	Ocean Frt to Port of Sydney, Australia		\$700.00
	Insurance		\$200.00
	CIF, Gun Barrel, TX to Port of Sydney Australia		\$11,200.00

Suggested Insurance Coverage-" All Risk-Door to Door"

Title of the goods shall change hands at the port of import, Sydney, Australia

All import fees, inspection fees and inland transport is the responsibility of the buyer

Ocean freight & Insurance subject to confirmation.

See attached instructions for opening Letters of Credit.

HTS# 83.10.00.0000

ECCN: EAR-99

Weights & Measure

Gross Lbs 1,000

Gross Kilos 454kgs

Measure- 5-crates 3' x 3' x 2' or 18c.f/total 90cf =2.55cm

COMMERCIAL INVOICE

EARNIE EARL'S SPORTING GOODS

#4566 HWY. 175

GUN BARREL, TX 79077

PH 903-456-7789 903-456-7790 FX

PREPARED FOR:

OUTBACK GIFT SHOP

Hwy. 333, No. 3366

Darwin, NSW 1000 Australia

61-2-9364-9877

61-2-9364-9899 FX

Date: April 07, 2011

Invoice: # 456678

P.O.# 08061983

Suspense Date: NA

Shipment: 60 days after receipt

acceptable L/C

Terms: At site, Irrevocable

Letter of Credit/USA bank

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
1000	License Plates Decorative Outback Tough	\$10.00 USD	\$10,000.00
	Frt to Houston Port		\$300.00
	Ocean Frt to Port of Sydney, Australia		\$700.00
	Insurance		\$200.00
	CIF, Gun Barrel, TX to Port of Sydney Australia		\$11,200.00

Suggested Insurance Coverage-" All Risk-Door to Door"

Title of the goods shall change hands at the port of import, Sydney, Australia

All import fees, inspection fees and inland transport is the responsibility of the buyer

Ocean freight & Insurance subject to confirmation.

See attached instructions for opening Letters of Credit.

HTS# 83.10.00.0000

ECCN: EAR-99

Weights & Measure

Gross Lbs 1,000

Gross Kilos 454kgs

Measure- 5-crates 3' x 3' x 2' or 18c.f/total 90cf =2.55cm

" THESE COMMODITIES, TECHNOLOGY OR SOFTWARE
WERE EXPORTED FROM THE UNITED STATES IN
ACCORDANCE WITH THE EXPORT ADMINISTRATION
REGULATIONS. DIVERSION CONTRARY TO U.S. LAW
PROHIBITED."

BILL OF LADING

<p align="center">SHIP FROM</p> <p>Name: EARNIE EARL'S SPOTING GOODS</p> <p>Address: #4566 HWY. 175 City/State/Zip: Gun Barrel, TX 79077 SID#: 235677HK33</p> <p align="right">FOB: <input type="checkbox"/></p>	<p>Bill of Lading Number: <u>06231414428569855</u></p> <p align="center">BAR CODE SPACE</p>
---	--

<p align="center">SHIP TO</p> <p>Name: <u>OUTBACK GIFT SHOP</u> Location #: _____</p> <p>Address: <u>Hwy. 333, No. 3366</u> City/State/Zip: <u>Darwin, NSW 1000 Australia</u> CID#:</p> <p align="right">FOB: <input type="checkbox"/></p>	<p>CARRIER NAME: BLUE MOON EXPRESS as agents for Exact Shipping Transportation Inc. Trailer number: 336781 Seal number(s): OE 336889</p> <p>SCAC: BMEX Pro number: EEAU</p>
---	---

<p align="center">THIRD PARTY FREIGHT CHARGES BILL TO:</p> <p>Name: Address: City/State/Zip</p>	<p align="center">BAR CODE SPACE</p> <p>Freight Charge Terms: Prepaid <u>2</u> Collect <u>2</u> 3rd Party <u>2</u></p> <p><input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading</p>
--	--

CUSTOMER ORDER INFORMATION					ADDITIONAL SHIPPER INFO
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/S LIP (CIRCLE ONE)		
License Plates Custom Made	5 <u>crtes.</u>	454 kg	Y	N	#1 to #5 Port of Sydney, Australia
As per Invoice #08061983			Y	N	
<u>dated</u> April 7, 2011	C Ft.	90	Y	N	
	C M.	2.55	Y	N	
GRAND TOTAL					

CARRIER INFORMATION						LTL ONLY		
HANDLING UNIT		PACKAGE		WEIGHT	H.M. (X)	COMMODITY DESCRIPTION <small>Carriers, including special or modified uses or other handling or stowage instructions, are subject to change without notice.</small>	NMFC #	CLASS
QTY	TYPE	QTY	TYPE					
5	<u>plts.</u>	5	<u>crtes.</u>	454 kg		License Plates, Base Metal, Decorative 6" x 12' x1/16"	1545-03	70
						5 crates, 200 per crate, total 1000pcs		
						Container # 33567899 on board Blue Moon Express		
						Freight Prepaid see invoice #-8061983		
						HTS-83.10.00.0000		
						ECCN-??		
GRAND TOTAL								

<p>Where the rate is independent value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding</p>	<p>Amount: \$ <u>11,200.00</u> FOB \$10,300.00 USD Fee Terms: <u>Collect</u> <input type="checkbox"/> Prepaid: <u>XX</u> Customer check acceptable: <input type="checkbox"/></p>
---	--

<p>NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).</p> <p><small>RECEIVED: subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper. Applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request and to all applicable state and federal regulations.</small></p>			<p><small>The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small></p>		
<p>SHIPPER SIGNATURE / DATE</p> <p><small>Shipper is hereby advised that the carrier is not responsible for any loss or damage to the property of the shipper, unless the shipper has provided a written acknowledgment of the value of the property to the carrier at the time of shipment.</small></p>	<p>Trailer Loaded:</p> <p><input type="checkbox"/> By Shipper <u>X</u></p> <p><input type="checkbox"/> By Driver</p>	<p>Freight Counted:</p> <p><input type="checkbox"/> By Shipper <u>X</u></p> <p><input type="checkbox"/> By Driver/pallets said to contain</p> <p><input type="checkbox"/> By Driver/Pieces</p>	<p align="right">Carrier Signature / PICKUP DATE</p> <p><small>Carrier and receiver, except if package, are under physical control of carrier at the time of pickup. Carrier is not responsible for any loss or damage to the property of the shipper, unless the shipper has provided a written acknowledgment of the value of the property to the carrier at the time of shipment.</small></p>		

"THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED."

CERTIFICATE OF ORIGIN
FOR GENERAL USE

The undersigned Jimmy John, Notary, Mabank, TX, Chamber of Commerce
(Owner or Agent, or Co)

for Earnie Earl's Sporting Goods _____ declares
(Name and Address of Shipper)

that the following mentioned goods shipped on July 15, 2011
(Name of Ship)

on the date July 15, 2011 consigned to Order of Shipper are the product of the United States of America.

MARKS AND NUMBERS	NO. OF PKGS BOXES OR CASES	WEIGHT IN KILOS		DESCRIPTION
		GROSS	NET	
<u>5 Crates/ Mark #1 to #5</u>	<u>5</u>	<u>454</u>	<u>420</u>	<u>License Plates, Base Metal, Decorative, 6" x 12" x 1/16"</u>

STATE OF _____
COUNTY OF _____

Sworn to before me
This 13 day of July, 2011

(Signature of Owner or Agent)

The Mabank, TX, Chamber of Commerce, 1567 Hwy 175, Mabank, TX, 79078, USA

A recognized Chamber of Commerce under the laws of the state of TX, has examined the manufacturer's invoice or shipper's affidavit concerning the origin of the merchandise and, according to the best of its knowledge and belief, finds that the products named originated in the United States of North America.

Certificate of Insurance

1 of 2

VOID	Policy Number	Certificate Number																								
	Issued Date:	Shipment Date: 2)																								
This certifies that the Assured is insured under and subject to the conditions of the Open Policy and in this Certificate. Assured: 3) Less payable if/for Assured or order Upon surrender of this Certificate, which conveys the right of collecting any such loss as fully as if the property were covered by a special policy direct to the holder thereof, and free from any liability for unpaid premiums. This Certificate is subject to all the terms of the Open Policy, provided however, that the right of a bona fide holder of this Certificate to sue shall not be prejudiced by any terms of the Open Policy which are in conflict with the terms of this Certificate.	Place of Issuance:	Place of Business:																								
	VOID	4)																								
Conveyance: Additional Carrier Information: 5)	Insured Value: 6) USD	United States Dollars																								
Place of Origin: Country of Origin: 7) Port of Loading: Country of Loading:	Final Destination: Destination Country: Port of Discharge: 8) Country of Discharge:																									
Description of Goods: Marks & Numbers: 9)	VOID																									
Pieces and Weights: 10)	VOID																									
<p>Average Terms and Conditions: Insured property while shipped on deck of an ocean vessel subject to an On Deck bill of lading is warranted free from Particular Average unless caused by the vessel being stranded, sunk, or burnt, but notwithstanding this Warranty the Carrier is to cover any chemical loss of or damage to the insured property which may result from the collision or contact of the vessel and/or with any external substance (not included) other than water, or its discharge or cargo at port of discharge, but including pollution and/or washing operations. Cargo while subject to an On Deck bill of lading, and unless otherwise indicated in this bill, is an insurance cover against "no loss" or physical loss or damage from any external cause irrespective of percentage, but excluding nevertheless the risks of fire, strikes, riots, strikes, terrorism and other risks excluded by the Nuclear/ Radioactive Contamination Exclusion clause, the F.C. & S. Free of Capture and Seizure Warranty and the S.R.A.C.C. (Strikes, Riots and Civil Commotions) Warranty of this policy, except to the extent that such risks are specifically covered by endorsement.</p> <p>Excluding rust, oxidation, discoloration, soiling, staining, marking, scratching, chipping, denting. Subject to a deductible of 1% of the insured value, but in no event will the amount deducted be less than \$500. Excluding mechanical and/or electrical and/or electromagnetic damage unless caused by a risk insured against.</p>																										
Including the risk of War, Strikes, Riots and Civil Commotions in accordance with American Institute Clauses current on date of issuance of this certificate.																										
<p>CONDITIONS: This insurance, in addition to the foregoing, is also subject to the following American Institute Cargo Clauses, current on date of shipment:</p> <table border="1"> <tr> <td>Basic Plan</td> <td>Packages, Tieds, Ladd</td> <td>Leaking, Waterlogging & Freshening</td> <td>Increase</td> </tr> <tr> <td>Basic Exclusions</td> <td>Strains & Tolerances</td> <td>Warehouse to Warehouse</td> <td>Increase</td> </tr> <tr> <td>Both to Blame</td> <td>Refused or Returned</td> <td>Warehouse to Warehouse</td> <td>Increase</td> </tr> <tr> <td>Chains</td> <td>General Average/ Salvage</td> <td>Consolidation/ Decomposition</td> <td>Machine</td> </tr> <tr> <td>Damage</td> <td>Constructive Total Loss</td> <td>Pollution Hazard/ Carbide Damage</td> <td>Ships Perils</td> </tr> <tr> <td>Demurrage</td> <td>South American Clause</td> <td>Electronic & Trade Practices</td> <td>Due & Labor</td> </tr> </table> <p>11)</p>			Basic Plan	Packages, Tieds, Ladd	Leaking, Waterlogging & Freshening	Increase	Basic Exclusions	Strains & Tolerances	Warehouse to Warehouse	Increase	Both to Blame	Refused or Returned	Warehouse to Warehouse	Increase	Chains	General Average/ Salvage	Consolidation/ Decomposition	Machine	Damage	Constructive Total Loss	Pollution Hazard/ Carbide Damage	Ships Perils	Demurrage	South American Clause	Electronic & Trade Practices	Due & Labor
Basic Plan	Packages, Tieds, Ladd	Leaking, Waterlogging & Freshening	Increase																							
Basic Exclusions	Strains & Tolerances	Warehouse to Warehouse	Increase																							
Both to Blame	Refused or Returned	Warehouse to Warehouse	Increase																							
Chains	General Average/ Salvage	Consolidation/ Decomposition	Machine																							
Damage	Constructive Total Loss	Pollution Hazard/ Carbide Damage	Ships Perils																							
Demurrage	South American Clause	Electronic & Trade Practices	Due & Labor																							
<p>INSURANCE INFORMATION: The issuing company does not warrant and shall not be responsible or a guarantor in any other provision insofar as it may be amended or substituted hereon unless such other provision when applicable to the risk excluded by these warranties and expressly assumes the said risks.</p> <p>F.C.S. Warranty S.R.A.C.C. Warranty Delay Warranty Nuclear/ Radioactive Contamination Exclusion Warranty</p> <p>SUBROGATION AND IMPAIRMENT OF RECOVERY: It is a condition of this insurance that upon payment of any loss the Company shall be subrogated to all rights and claims against third parties arising out of such loss, in case of any agreement or act or omission by the Assured, prior or subsequent thereto, whereby any right of recovery of the Assured for loss of or damage to any property insured hereunder, against any Carrier or Stevedore, is released, waived or lost, which would or could result in diminution of or interference with the Company's right to be benefited by the such agreement or act of recovery. This Disclosure shall not be deemed to constitute an admission of liability.</p> <p>SUIT: No suit or action for the recovery of any claim arising under this Certificate shall be maintainable in any Court unless such suit or action shall have been commenced within two years from the date of the happening of the loss out of which the said claim arose, provided, however, that if, by the laws of the State within which this Certificate is issued such limitation is invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such State.</p>																										
VOID	Date: _____ Signed: _____ This Certificate is not valid unless countersigned by the Assured or Company.																									

COPY

COPY

UCVN 2007/24



Other Docs:
Packing List

ISPM-15
Consular Invoice
License
Certificate of Free Sale
Phytosanitary Certificate

700 Format Specifications

MT 700 Issue of a Documentary Credit

Status	Tag	Field Name	Content/Options	No.
M	27	Sequence of Total	1!n/1!n	1
M	40A	Form of Documentary Credit	24x	2
M	26	Documentary Credit Number	16x	3
O	23	Reference to Pre-Advice	16x	4
O	31C	Date of Issue	6!n	5
M	31D	Date and Place of Expiry	6!n29x	6
O	51a	Applicant Bank	A or D	7
M	50	Applicant <i>(Bank Name)</i>	4*35x	8
M	59	Beneficiary <i>(Subj/Seq)</i>	[/34x] 4*35x	9
M	32B	Currency Code, Amount	3!a15d	10
O	39A	Percentage Credit Amount Tolerance	2n/2n	11
O	39B	Maximum Credit Amount	13x	12
O	39C	Additional Amounts Covered	4*35x	13
M	41a	Available With ... By ...	A or D	14
O	42C	Drafts at ...	3*35x	15
O	42a	Drawee	A or D	16

Status	Tag	Field Name	Content/Options	No.
O	42M	Mixed Payment Details	4*35x	17
O	42P	Deferred Payment Details	4*35x	18
O	43P	Partial Shipments	1*35x	19
O	43T	Transhipment	1*35x	20
O	44A	Loading on Board/Dispatch/Taking in Charge at/from ...	1*65x	21
O	44B	For Transportation to ...	1*65x	22
O	44C	Latest Date of Shipment	6!n	23
O	44D	Shipment Period	6*65x	24
O	45A	Description of Goods and/or Services	100*65x	25
O	46A	Documents Required	100*65x	26
O	47A	Additional Conditions	100*65x	27
O	71B	Charges	6*35x	28
O	48	Period for Presentation	4*35x	29
M	49	Confirmation Instructions	7!x	30
O	53a	Reimbursing Bank	A or D	31
O	78	Instructions to the Paying/Accepting/Negotiating Bank	12*65x	32
O	57a	'Advise Through' Bank	A, B or D	33
O	72	Sender to Receiver Information	6*35x	34

M = Mandatory O = Optional

FIN 700 issue

27: sequence of total

1/1

40A: form of documentary credit

IRREVOCABLE

20: documentary credit no.

~~UC~~ 12345

31C: date of issue

2011/06/30

31D: date and place of expiry

2011/08/20

50: applicant

OUTBACK GIFT SHOP

DARWIN, AUSTRALIA

59: beneficiary

EARNIE EARL'S SPORTING GOODS

GUN BARRELL CITY, TX

32B: currency code amount

Currency: USD

Amount: 11,200.00

39A: percentage credit amount tolerance

~~0000~~

41A: available with/by

ANY BANK BY NEGOTIATION

42C: drafts at

SIGHT

42A: ~~drawee~~

ISSUING BANK

43P: partial shipments

NOT ALLOWED

43T: transshipment

NOT ALLOWED

44A: on board/~~dis~~/taking charge

PORT OF HOUSTON, TX

44B: for transportation to

SYDNEY, AUSTRALIA

44C: latest date of shipment

2011/07/15

45A: ~~descr~~ goods and/or services

~~+ 1,000 EA. DECORATIVE BASE METAL LICENSE PLATES @USD \$10 EA PER PURCHASE ORDER NO. 08061983~~

~~CIF SYDNEY~~

46A: documents required

+COMMERCIAL INVOICE CERTIFYING THAT THE MERCHANDISE CONFORMS

TO PURCHASE ORDER SPECIFICATIONS +FULL SET OF OCEAN BILLS OF LADING CONSIGNED TO THE ORDER

OF BANK OF AUSTRALIA MARKED NOTIFY BLUEMOON INTERNATIONAL MARKED FREIGHT PREPAID

48: period for presentation

WITHIN 21 DAYS AFTER SHIPMENT

49: confirmation instructions

WITHOUT

78: instructions to pay/~~acc~~/~~neg bk~~

~~+REIMBURSEMENT WILL BE PROVIDED TO NEGOTIATING BANK UPON RECEIPT OF THE DOCUMENTS AT~~

~~OUR COUNTERS.~~