

JOYCE Logistics, Inc.

U.S. Customhouse Brokers

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Serving the Ports of Philadelphia, PA

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10 + 2 Importer Security Filing Advisory

To our clients:

What the 10+2 ISF requirement means to you, as an importer, is that you are in effect required to file an entry for goods you intend to bring into the commerce of the United States PRIOR to the goods being loaded onto a ship. (This regulation does not apply to airfreight shipments). This guideline is intended to help you comply with this new requirement.

A good relationship with your trading partners will be critical and we believe that you should require of your trading partners a single document that can be forwarded to us so that we may file the ISF data on your behalf. A proper commercial invoice already contains most of the required information and can be updated (or an attachment affixed thereto) to include the additional required data. (As an aside, this is a good opportunity to review the invoices presented by your trading partners to ensure they meet the requirements of CBP regulations for commercial invoices, as attached).

We would be happy to sit down with you and review your current documentation and advise how it can be re-worked to allow you to meet your requirements under this new regulation and avoid losses in both time (your shipment being issued a "Do Not Load" message) and money (potential fines are \$5000.00 per incomplete or incorrect ISF data). Although CBP as advised this is not an attempt to raise revenue, they will issue fines and penalties to ensure their security mission is not compromised by incomplete, false, or inaccurate data.

You need to impress upon your trading partners that **they must** provide you with correct information including complete names and address of all parties involved in the shipping of your merchandise (including street numbers and zip codes (or the local variation)).

YOU WILL BE HELD RESPONSIBLE FOR THE INFORMATION THAT IS TRANSMITTED TO U.S. CUSTOMS AND BORDER PROTECTION.

Please call to discuss your particular situation, schedule an appointment to visit our office, or request we come to your place of business.

This law becomes mandatory at the end of January, 2010 so we encourage you to start transmitting this ISF data during the grace period, in order to work out any bugs and get your trading partners onboard.

Respectfully,

Dave Joyce

JOYCE LOGISTICS, INC
10 + 2 SECURITY FILING

MANUFACTURER NAME AND ADDRESS:

SELLER NAME AND ADDRESS:

BUYER NAME AND ADDRESS:

SHIP TO NAME AND ADDRESS:

CONTAINER STUFFING LOCATION – NAME AND ADDRESS:

CONSOLIDATOR NAME AND ADDRESS:

IMPORTER OF RECORD (IRS# , S.S. #)

CONSIGNEE:

GOODS COUNTRY OF ORIGIN:

HTS # (6 DIGITS) OR ATTACH COMMERCIAL INVOICE:

FCL OR LCL:

MASTER BILL OF LADING:

HOUSE BILL OF LADING:

DATE OF EXPORT:

§ 141.86 Contents of invoices and general requirements.

(a) *General information required on the invoice.* Each invoice of imported merchandise, shall set forth the following information:

(1) The port of entry to which the merchandise is destined;

(2) The time when, the place where, and the person by whom and the person to whom the merchandise is sold or agreed to be sold, or if to be imported otherwise than in pursuance of a purchase, the place from which shipped, the time when and the person to whom and the person by whom it is shipped;

(3) A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, and symbols under which sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed;

(4) The quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States;

(5) The purchase price of each item in the currency of the purchase, if the merchandise is shipped in pursuance of a purchase or an agreement to purchase;

(6) If the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, the value for each item, in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation;

(7) The kind of currency, whether gold, silver, or paper;

(8) All charges upon the merchandise itemized by name and amount, including freight, insurance, commission, cases, containers, coverings, and cost of packing; and if not included above, all charges, costs, and expenses incurred in bringing the merchandise from alongside the carrier at the port of exportation in the country of exportation and placing it alongside the carrier at the first United States port of entry. The cost of packing, cases, containers, and inland freight to the port of exportation need not be itemized by amount if included in the invoice price, and so identified. Where the required information does not appear on the invoice as originally prepared, it shall be shown on an attachment to the invoice;

(9) All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise;

(10) The country of origin of the merchandise; and,

(11) All goods or services furnished for the production of the merchandise (e.g., assists such as dies, molds, tools, engineering work) not included in the invoice price. However, goods or services furnished in the United States are excluded. Annual reports for goods and services, when approved by the port director, will be accepted as proof that the goods or services were provided.

(d) *Invoice to be in English.* The invoice and all attachments shall be in the English language, or shall have attached thereto an accurate English translation containing adequate information for examination of the merchandise and determination of duties.

(e) *Packing list.* Each invoice shall state in adequate detail what merchandise is contained in each individual package.

(f) *Weights and measures.* If the invoice or entry does not disclose the weight, gage, or measure of the merchandise which is necessary to ascertain duties, the consignee shall pay the expense of weighing, gaging, or measuring prior to the release of the merchandise from Customs custody.

§ 141.87 Breakdown on component materials.

Whenever the classification or appraisalment of merchandise depends on the component materials, the invoice shall set forth a breakdown giving the value, weight, or other necessary measurement of each component material in sufficient detail to determine the correct duties.