

# ATA CARNET BOND

**CARNET NO.**

**FEDERAL I.D. NO.**

**KNOW ALL MEN BY THESE PRESENTS:** That

(Holder Name: Corp., Individual, Sole Proprietorship or Partnership)

(Address)

as **Principal** (herein called **Principal**) and Certain Underwriters at Lloyd's of London, a U.S. admitted insurer (in the state of Illinois), as **Surety** (hereinafter called **Surety**) with service of suit office located at 325 North Hough Street, 2nd Floor, Barrington, IL 60010 USA are held and firmly bound unto the **UNITED STATES COUNCIL FOR INTERNATIONAL BUSINESS, INC.**, as **Obligee** (hereinafter called **Obligee**) in the amount of,

US Dollars \_\_\_\_\_

for payment whereof **Principal** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*WHEREAS*, **Obligee** has issued the Carnet as numbered above to the **Principal**; and

*WHEREAS*, the terms and conditions of said Carnet enable the **Principal** to enter the goods described therein into the countries specified therein on a temporary basis and require the **Obligee** to make payment to said countries of any customs duties, excise taxes or charges which may be due as a result of **Principal's** failure to re-export said goods within the time period allowed; and

*WHEREAS*, **Principal**, by written application, has agreed to indemnify the **Obligee** against loss caused by **Principal's** failure to so re-export said goods, and to reimburse **Obligee** for any payments made by **Obligee** for customs duties, excise taxes and charges resulting from said failure, for which losses or payments **Obligee** shall be legally liable,

*NOW THEREFORE THE CONDITION OF THIS OBLIGATION* is such that if **Principal** shall re-export said goods in accordance with the terms of said Carnet, and shall reimburse the **Obligee** for any payments of customs duties, excise taxes or charges which may be imposed and for which the **Obligee** is legally liable, resulting from **Principal's** failure to so re-export said goods, then this obligation to be null and void; otherwise to remain in full force and effect,

*SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:*

- (1) Notice of claim hereunder must be mailed by the **Obligee** or otherwise transmitted in a manner agreed upon, to the Home Office of the **Surety** within ninety (90) days from the date the **Obligee** shall receive its notice of a claim from any country specified in said Carnet. A claim shall be deemed received by the **Obligee** upon receipt of a "G" letter, request for reimbursement.
- (2) Regardless of the number of countries specified in said Carnet, and regardless of the periods of time spent in each said country, the liability of the **Surety** shall not extend to any temporary importation transactions occurring after the expiration of said Carnet.
- (3) All suits at law or proceedings in equity to recover on this bond must be instituted within two (2) years of the date **Obligee** received notice of claim from any specified country.
- (4) Regardless of the time for which this bond is in effect and regardless of the number of payments hereunder, the maximum liability of the **Surety** shall not exceed the penalty hereof.
- (5) No right of action shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the **Obligee** herein named.
- (6) Payment by **Surety** of claims hereunder shall be due within thirty (30) days from date demand amount shall be determined to be fixed and undisputed.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_  
(month) (year)

(Holder Name: Corp., Individual, Sole Proprietorship or Partnership)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Officer or Individual: Print or type)

\_\_\_\_\_  
(Signature of the above) BY: \_\_\_\_\_  
(Authorized Signatory for Surety)

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \* \_\_\_\_\_ of the corporation named as **Principal** in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the **Principal** was then \_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for in behalf of said corporation by authority of its governing body.

\* - May be executed by any other officer of the corporation

\_\_\_\_\_  
(Signature of Certifying Officer)

**RETURN TO: CORPORATION FOR INTERNATIONAL BUSINESS**  
ATA CARNET SERVICE CENTER  
18 EAST DUNDEE ROAD, BUILDING 4, SUITE 110  
BARRINGTON, IL 60010  
**CARNET HELPLINE: 1-800-ATA-2900 / CARNET FAXLINE 1-847-381-3857**  
**E-MAIL: [carnets@atacarnet.com](mailto:carnets@atacarnet.com) WEBSITE <http://www.atacarnet.com>**