



## CUSTOMS BROKER LIMITED POWER OF ATTORNEY

QPOAUSA - 03.02.01 Rev. 04

Know all men by these presents: That					
Grantor's Name:					
Doing Business as:					
Principal place of business:  Non-Resident Corporation Sole Proprietorship IRS #:	☐ Corporation☐ Individual	☐ Association☐ Partnership	n o (list all General Par	tners)	
Hereby constitutes and appoints: assignees and/or its individually lice officer(s) or any employee(s)	ensed officers in their indi	vidual capacity and of which m	nay act through a	ny of its authorize	
as a true and lawful agent and attorney of the and in no other name, make, or regulation in connection with the importation, tramay be required by law or regulation in connection	grantor named above for and in endorse, sign, declare, or swear to a ansportation, or exportation of any man with such merchandise; to receive	the name, place, and stead of said grany entry, withdrawal, declaration, certifical erchandise shipped or consigned by or to any merchandise deliverable to said grant	antor from this date in te, bill of lading, or other said grantor, to perform or;	Customs Districts ALL r document required by la any act or condition which	
To make endorsements on bills of lading conferring schedule, supplemental schedule, certificate of or proprietorship on drawback entry, declaration of exegardless of whether such bill of lading, swom state customs district;					
To sign, seal, and deliver for and as the act of said exported with or without benefit of drawback, or in c by said grantor, and any and all bonds which may b 485, Tariff Act of 1930, as amended or affidavits i					
To sign and swear to any document and to perform operation of any vessel or other means of convey.  To sutborize other brokers to act as grantor's agent	ance owned or operated by said gra	ntor;			
To authorize other brokers to act as grantor's ager States; to appoint an attorney at law on grantor's be To generally transact at the customhouses in said					
To generally transact at the customhouses in said section 514 of the Tariff Act of 1930, in which said agent and attomey full power and authority to do won its own behalf hereby ratifying and confirming	grantor is or may be concerned or into hatever is required or necessary to b all that the said agent and attorney la	erested which may properly be transacted on the done to protect and further grantor's intended in the second of these presents;	or performed by an ager rests as fully as if granto	nt and attorney, gives said or were present and acting	
And acknowledges that all acts undertaken or ser by grantee's terms shown on the back of this Powe herein by reference and which terms may be sub-	vices provided by grantee on behalf or of Attorney and in effect on the date sequently modified by inclusion with	of grantor or in furtherance of grantor's bue that this power is granted is hereby acknown or on grantee's invoices to grantor, or upo	usiness be it customs or wledged and the terms n other written notice.	r other, shall be governed of which are incorporated	
The foregoing power of attorney to remain in full Customs of the district aforesaid. If the donor of the 2 years from the date of its execution. This power exercise of a power was undertaken. A signed continuous control of the cont	force and effect until revoked or un his power of attorney is a partnership or of attorney supercedes all prior po opy of this power of attorney transmit	til notice of revocation in writing is duly , and said power of attorney shall in no ca wers and is deemed effective retroactivel ted by facsimile machine shall be deemed	given to and received se have any force or ef y to the first date on wh I an original.	by the District Director of fect after the expiration of ich an action required the	
IF YOU ARE THE IMPORTER OF RECORD, PA OTHER DEBTS OWED CUSTOMS) IN THE EVE BE PAID WITH A SEPARATE CHECK PAYABLE	YMENT TO THE BROKER WILL NO NT THE CHARGES ARE NOT PAID TO THE "U.S. CUSTOMS SERVIC	OT RELIEVE YOU OF THE LIABILITY FO 1 BY THE BROKER. THEREFORE, IF YO E" WHICH SHALL BE DELIVERED TO C	R CUSTOMS CHARGE U PAY BY CHECK, CU USTOMS BY THE BRO	ES (DUTIES, TAXES, OR STOMS CHARGES MAY OKER.	
IN WITNESS WHEREOF, the said gra	intor has caused these prese	ents to be signed:			
Signature:					
Name and Title (PRES.,	VICE-PRES., SEC-TREAS.)		Dat	е	
CC	ORPORATION CERTIF	CATION OF AUTHORITY	1		
To be made by a co.	rporate officer <u>OTHER</u> than	the one executing the above p	ower of attorney.		
I, person who signed this power of attornet that the power of attorney was duly sig corporation as set forth in resolution in a of Directors of the corporation at a mee	ned, and attested to, for and accordance with the articles o	on behalf of the corporation by a of incorporation and bylaws of the	authority of the gov	reming body of the	
IN WITNESS WHEREOF, I have set r	ny hand and affixed the seal	of the corporation (if available).			
Signature:	, VICE-PRES., SEC-TREAS.)				
name and mue (PRES.	, vice-pres., Sec-Treas.)		Data	Cit.	
			Date	City	

#### TERMS AND CONDITIONS OF SERVICE

As recommend by NCBFAA for Use by its Members

All shipments to or from the Customs, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor of the shipments, will be handled by Affiliated Customs Brokers USA, Inc. (herein called the "Company") on the following terms and conditions.

- 1. Services by Third Parties. Unless the Company carries, stores or otherwise physically handles the shipment, and loss damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any such loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 8 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, Custom Brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carriers, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, airway bill, or other contract of carriage is issued by the Company in which event the terms thereof shall govern.
- 2. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, custom brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, custom brokers, agents, warehousemen, and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter, and clear, transport or render other services with respect to such goods.
- 3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation, and delivery of the goods. Advice by the Company to the Customer that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services.
- 4. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
- 5. Duty to Furnish Information. (a) On an import at a reasonable time prior to entering of the goods for U.S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents, necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish, inter alia, the dutable value, the classification, the country of origin, the genuineness of the merchandises and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandises, and the merchandises admissibility, pursuant to U.S. taws or regulation. If the Customer risk is a lamely manker ta furnish such information or documents, in whole or in part, or if the information or documents in whole or in part, or if the information or documents in whole or in part, or if the information or documents in the customer shall be charged with knowledge by the Customer of the prior incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer or internation and commentation particularly the performance of any act, the Customer shall be deemed bound by the terms of the bond not withstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer shall indemnity and hold the Company harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall indemnity and hold the Company harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall the company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be r
- 6. Declaring Higher Valuation. In as much as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the company must receive specific written instructions from the Customer to pay higher charge based on valuation and the trucker, etc. must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc., subject to the limitations of liability set forth herein paragraph 8-10 below with respect to any claim against the Company and subject to the provisions of paragraph 2 above.
- 1. Insurance. The company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warfant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect Insurance under such policy, insurance is to be effected with one or more Insurance companies or underwriters to be selected by the Company. Any Insurance placed shall be governed by the certificates or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurance prior of the premium upon the policy may not be at the same rates as that charged or paid to the Company shall not be under any shipment was insured under a policy in the name of the Company, Insurance premiums and the charge of the Company for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company for arranging the same shall be at the Customer's expense. If for any reason writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
- 8. Limitation of Llability. Subject to the provisions of 19 CFR Section 111.44, the Customer agrees that the Company shall in no event be liable for any loss, damage, expense or delay to the goods, resulting from the negligence or other fault of the Company for any amount in excess of \$50 per shipment (or for the invoice value, if less) and any partial loss or damage for which the Company may be liable shall be adjusted pro rata on the basis of such valuation. The Customer has the option of paying a special compensation to increase the liability of the Company) in excess of \$50 per shipment in case of any loss, damage, expense or delay from causes which would make the Company lable, but such option can be exercised only by specific written agreement made with the Company brior to shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed.
- 9. Presenting Claims. In no event shall the Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefor shall be presented to it at its office within one hundred eighty (1 8 0) days from date of exportation or importation of the goods, in a written statement to which swom proof of claim shall be attached. No suit to recover for any claim or demand hereunder sham in any event be maintained against the Company unless instituted within six (6) months alter presentation of the said claim, as above provided. No agent or employee of the Company shall have authority to alter or wave any of the provisions of this clause.
- 10. Liability of Company. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, warehousemen of others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for damages arising from the loss of profit.
- 11. Advancing Money. The Company shall not be obligated to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or coopening of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof
- 12. Indemnification for Freight, Duties. In the event that a carrier, other person or government agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or government agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.
- 13. Sale of Perishable Goods. Perishable goods or live animals to be exported or which arc cleared through customs concerning which no instructions for disposition are furnished by the Customer, may be sold or otherwise disposed of without any notice to the Customer, owner or consignee of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery, in the event that any shipment is refused or remains unclaimed at destination or any transshipping point in the course of transit or is returned for any reason, the Customer shall nevertheless pay the Company for all charges and expenses in connection therewith. Nothing herein contained shall obligate the Company to forward or enter or clear the goods or arrange for their disposal.
- 14. C.O.D. Shipments. Goods received with Customer's or other person's instructions to «collect on delivery" (C.O.D.) by drafts or otherwise or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier, or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.
- 15. General Lien On Any Property. The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipment of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail (R.R.R.), to the Customer, the goods, wares, and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer and the Customer shah be liable for any deficiency in the sale.
- 16. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage commissions, dividends or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. In any referral for collection or action against the Customer for monies due to the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation including a reasonable attorney fee.
- 17. Picking Up Shipments or Samples. The Company shall not itself be obligated to pick up a shipment from a carrier or a sample from U. S. Customs. Should the Company render such a service for and on behalf of the Customer, the Company shall not be responsible for loss or damage to the shipment unless it is in the actual custody and control of the Company or its employees and the loss or damage is caused by the negligence or other fault of the Company or its employee, in which event the limitation of liability set forth in paragraph 8 herein shall apply.
- 18. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with all the marking requirements of U. S. Customs, the regulations of U. S. Food and Drug Administration and all other requirements of law or official regulations. The Company shall not be responsible for action taken or fines or penalties assessed by the governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.
- 19. Loss, Damage, or Expense Due to Delay. Unless the services to be performed by the Company on behalf of the Customer are unduly delayed by reason of negligence or other fault of the Company the Company shah not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, its liability shall be limited in accordance with the provisions of paragraph 8 above.
- 20. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State shown on reverse side hereof Unless otherwise consented to in writing by the Company, no legal proceeding against the Company May be instituted by the Customer its assigns, or subrogee except in the city shown on reverse side hereof

### **INSTRUCTIONS FOR COMPLETION**

#### AFFILIATED CUSTOMS BROKERS USA, INC.

1) Corporation:

Full Legal Name

Partnership:

Partnership Name and full names of Partners

Individual:

Full Name of Individual

Sole Proprietorship:

Show Full Name of Individual and Company

Non-Resident Corporation:

Full Legal Name

- 2) Check the appropriate box.
- 3) Company Name if different from #1.
- 4) Physical Address or primary office.
- 5) Indicate your Corporate IRS # or Social Security number. (U.S. companies only)
- 6) Indicate your assigned U.S. Customs I.D. # (if known). (Non-Resident importers only)
- 7) Indicate U.S. Customs Districts where Power of Attorney is applicable or ALL.
- 8) Print and sign name for an Individual as a witness. If a Corporation, the signature must be that of a Corporate Officer (*i.e.* President, Vice President, Secretary-Treasurer) and different than that of Field (13).
- 9) Only Non-Resident Corporations are required to complete the Corporate Certification. (A resident Corporation is one located within the Customs Territory of the United States or U.S. Virgin Islands.)
- 10) Name of Corporate Officer (i.e. Pres., Vice-Pres., Sec-Treas) executing the Corporate Certification. (Must be different than Field [8]).
- 11) Title of Corporate Officer in #10.
- 12) Date on which Corporation officially grants Power of Attorney to Affiliated Customs Brokers USA, Inc.
- 13) Signature of Corporate Officer executing the Corporate Certification. (Must be the same person as Field (10) and be different than that of Field [8]).

# Affiliated® customs brokers usa, inc.

# CUSTOMS BROKER LIMITED POWER OF ATTORNEY

Клоw all men by these presents: That						
Grantor's Name:		(1)				
Doing Business as:		(3)				
Principal place of business:		(4)				
Non-Resident Corporation     Sole Proprietorship	<ul><li>Corporation</li><li>Individual</li></ul>	<ul><li>Associa</li></ul>		. (0)		
IRS#:(5)	WILLINGUE		ship (list all General Partner i)	s) (2)		
		α.σ. σασισισισ. π. — <del>(</del> α	<b></b>			
Hereby constitutes and appoints: Af assignees and/or its individually license officer(s) or any employee(s) as a true and lawful agent and attorney of the gran and in no other name, make, endor regulation in cornection with the importation, transpormay be required by law or regulation in connection with To make endorsements on bills of lading conferring auth schedule, supplemental schedule, certificate of deliver proprietorship on drawback entry, declaration of exporte regardess of whether such bill of lading, swom statemen customs district.  To sign, seal, and deliverfor and as the act of said granto exported with or without benefit of drawback, or in connect by said grantor, and any and all bonds which may be volu 485, Tarff Act of 1930, as amended or affidiavits in connection of any vessel or other means of conveyance or To sign and swear to any document and to perform any operation of any vessel or other means of conveyance or To authorize other brokers to act as grantor's behalf to To generally transact at the customhouses in said disting section 514 of the Tariff Act of 1930, in which said granto agent and attorney full power and authority to do whateven its own behalf hereby raffying and confirming all that And acknowledges that all acts undertaken or services by grantiee's terms shown on the back of this Power of Alheren by reference and which terms may be subsequed. The foregoing power of attorney to remain in full force a Custom's of the district abressid. If the donor of this point in the control of the power of all exercise of a power was undertaken. A signed copy of The Power of a Depart of the Custom's of the district abressid. If the donor of this point in the Edword of the Power of Alheren by reference and which terms may be subsequed. The foregoing power of at storey to remain in full force a Custom's of the district abressid. If the donor of this point in the Edword of the Power of Alheren by reference and which terms may be subsequed. The foregoing power of at the power of Alheren by referenc	for named above for and in rise, sign, declare, or swear to a tation, or exportation of any me such merchandise; to receive a tority, certificate of manufacture, or on drawback entry, or any othat, schedule, certificate, abstraction with the entry, dearance, it is manufactured by the control of the contro	the name, place, and stead of said ny entry, withdrawal, declarate to entry, withdrawal, declarate to entry entry withdrawal, declarate to entry merchandise shipped or constitution of the control of th	grantor from this date in Cus ald grain, and perform any ar swear to any statements, sup abstact of manufacturing required by law or regulation for eart is intended for filing in said withdrawal of imported merchanelor other means of conveyance and owner's declaration gree and owner's declaration gree and owner's declaration gree and owner's declaration great or the means of process on mitted to making, signing, and filed or performed by an agent an eleves as fully as if grantor we business be it customs or other written notice.	of its authorized stoms Districts ALL current required by lar act or condition which plemental statement, cords, declaration of drawback purposes, district or in any other notice or merchandise arowled for in section g, lading, unlading, or reasury of the United behalf of the grantor, ling of protests under did attorney, gives said re present and acting er, shall be governed hich are incorporated of a determine the expiration of n action required the		
IN WITNESS WHEREOF, the said grantor has c	aused these presents to be	signed				
Signature:						
Name and Title (PRES., VICE-	Pres., Sec-Treas.)	,	Date			
				_		
(9) CORPO	ORATION CERTIES	CATION OF AUTHORIT				
		the one executing the above				
the person who signed this power of attorney and that the power of attorney was duly sign the corporation as set forth in resolution in a Board of Directors of the corporation at a m	ned, and attested to, for a accordance with the artic	and on behalf of the corporation les of incorporation and bylaw	n by authority of the government	verning body of		
IN WITNESS WHEREOF, I have set my ha	and affixed the seal	of the corporation (if available,	).	1		
Signature:(13)						
Name and Title (PRES.	, VICE-PRES., SEC-TREAS	.)		45)		
,	,		)( Date	15) City		
				AUSA - 03.02.01 Rev. 04		