

Customs Power of Attorney / Designation as Forwarding Agent and Acknowledgement of Terms and Conditions of Carriage

(1) Check Appropriate Category:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other	

(2) EIN / SS Number _____ KNOW ALL PERSONS BY THESE PRESENTS that,

(3) _____

(full name, as registered with EIN/SS#, of individual, partnership, corporation, limited liability company, or sole proprietorship)

(“Grantor”) doing business as a (4) _____

(corporation, individual, sole proprietorship, partnership, or limited liability company) (insert one)

under the laws of the State of (5) _____, residing or having a principal place of business at

(6) _____,

(address)

hereby constitutes and appoints BGI Worldwide Logistics, Inc. and its successors and assigns, officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the Grantor for and in the name, place, and stead of said Grantor, from this date, in the United States (the Customs “territory”) either in writing, electronically, or by other authorized means, to:

To make, (either in writing, electronically, or by other authorized means) endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, manifest, carnet, importer security filing or any other documents required by law, regulation or commercial practice in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said Grantor; and perform any act or condition, which may be required by law, regulation, or commercial practice in connection with such merchandise deliverable to said Grantor; to receive any merchandise deliverable to said Grantor;

To make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement, supplemental statement, declaration, affidavit, document, or certificate required by law or regulation for drawback purposes, regardless of whether it is intended for filing with U.S. Customs and Border Protection (“CBP”);

To sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without the benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee’s and owner’s declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise.

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said Grantor;

To issue powers of attorney on behalf of Grantor to other customs brokers or freight forwarders to transact Customs and/or freight forwarding business on behalf of Grantor; to receive, endorse and collect checks issued for Customs duty refunds in Grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the Grantor solely for the purpose of compliance with Customs power of attorney regulations (i.e. Part 141, Subpart C, 19 C.F.R.);

And generally to transact Customs business, including the filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney; Giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said Grantor could do If present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney is to remain in full force and effect UNTIL REVOKED or the (7) ____ day of ____, 20__, or until notice of revocation in writing is duly given to and received by Grantee. If Grantor is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of two years from the date of its execution.

Appointment of Forwarding Agent for Export; Grantor appoints and authorizes Grantee to act within the territory as a lawful agent and to sign or endorse export documents (i.e. commercial invoices, bills of lading, insurance certificates, certificates of origin, drafts, and any other document) necessary for the completion of export on Grantor's behalf as may be required under law or regulation relating to export or export controls in the territory and to appoint forwarding agent's on Grantor's behalf; Grantor specifically authorizes Grantee as its agent to file Electronic Export Information (EEI) in the Automated Export System (AES) on Grantor's behalf and to transmit that information to U.S. Customs. The Grantor certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. The Grantor further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. If Grantor/PPI is a Foreign Principal Party in Interest (FPPI) (as defined in 15 C.F.R. § 30.1), Grantor/PPI hereby certifies that it has not provided the USPPI, and will not provide the USPPI, writing to assume responsibility for determining licensing requirements and/or obtaining licensing authority pursuant to 15 C.F.R. § 758.3. Grantor/PPI acknowledges that Grantee does not agree to act as the "exporter" for purposes of the U.S. Export Administration Regulations and that in any routed export transaction for which Grantor/PPI is an FPPI, the USPPI to the transaction (or its U.S. agent) shall be responsible for determining licensing requirements and obtaining licensing authority pursuant to 15 C.F.R. § 758.3.

Grantor hereby agrees that by executing this document, Grantor is subject to the BGI Worldwide Logistics, Inc.'s, Terms and Conditions in effect on the date of service, which include limits of liability, and are incorporated herein by this reference as though fully set forth herein.

Signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. If Grantor is a Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of the Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document. If Grantor is a Limited Partnership, signatory shall also provide a copy of the limited partnership agreement with this instrument.

IN WITNESS WHEREOF, the said

(8) _____

(complete printed name of signer)

caused these presents to be sealed and signed:

(9) _____

(Signature)

Capacity (10): _____

(President, Vice President, Treasurer, Corporate Secretary, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Information Officer (CIO), Chief Operations Officer (COO), Partner, Member, Owner or others duly authorized by the Board of Directors, or any other officer of the corporation)

Date: (11) _____

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "U.S. Customs and Border Protection" which shall be delivered to Customs by the broker. If you elect to make payment with a check made payable to U.S. Customs and Border Protection, the broker must be notified in advance.

CORPORATE CERTIFICATION
(Must be completed by a corporate officer)

I, _____,

(name)

certify that I am the _____

(President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO or COO)

of _____

(Name as registered with EIN/SS #)

organized under the laws of the State or Country and Province of _____;

that _____,

(Name of signatory of Power of Attorney)

who signed this Power of Attorney on behalf of Grantor, is the _____

(Title of signatory of Power of Attorney)

of said corporation; and that said Power of Attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

Signature

Date

Notice for U.S. Corporations: In lieu of other sufficient written evidence of authority, this Corporate Certification is required if anyone other than the officers of the corporation identified executes the power of attorney, i.e., a “duly authorized representative” such as an employee.

Notice for Foreign (Non-Resident) Grantors: This Corporate Certification is required for all foreign (non-resident) grantors, except individuals. This Corporate Certification may be modified to conform to the laws of the city, state, province, and/or country in which the non-resident is authorized to conduct business.

**BGI Power of Attorney Addendum
For Partnerships**

Instructions: Check the applicable box. Complete only the applicable corresponding statement. **(Only one statement will apply)** For limited and general partnerships, also complete the list below to provide the names of all other partners with authority to bind the firm.

Limited Partnership* - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said

_____ (partnership), a Limited Partnership organized within the State or Country and Province of _____, as follows;

General Partnership - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said

_____ (partnership), a General Partnership organized within the State or Country and Province of _____ as follows;

Name (Person or Entity)

Capacity (Title)

Name (Person or Entity)	Capacity (Title)

(You may list additional Partners, on a separate sheet)

Sincerely,

Signature:

Name:

Capacity:

Date:

Notice:

This Addendum applies to entities solely structured as partnerships.

****This Addendum by itself is not valid to certify a Limited Partnership Customs Power of Attorney (POA). A copy of the limited partnership agreement is required to be filed with the POA to certify it valid pursuant to 19 CFR 141.39(a)(2).***

Import/Export Power of Attorney (POA) Instructions

Please read carefully and use the following instructions to complete the POA form:

1. Check the appropriate category of business.
2. Type or print your IRS #. (EIN - Employer ID # for companies or SSN - Social Security # for individuals as applicable). For foreign Grantors, if importing under a Customs assigned ID number, that number must appear on the POA.
3. List the full name of the company or individual associated with the EIN or SS# as it appears on corporate records or Social Security card or other applicable legal document. Include any DBA's (Doing Business As) as appropriate.
4. Enter the appropriate category checked in (2) above.
5. Type or print the state in which you reside or are incorporated.
6. Type or print the complete address at which you conduct business, including city and state.
 - a. Individuals and Sole Proprietorships: Enter the legal residence of the person named in (3).
 - b. Corporations and Partnerships: Enter primary or corporate business address.
7. Enter the date until which the POA is to remain valid. If you do not enter a date, the authorization will remain valid until you revoke it in writing. **Note:** The expiration date must be at least one (1) year from the signature date. If the Grantor is a Partnership, the Power of Attorney is automatically limited to a period not to exceed 2 years from the date of execution.
8. Type or print the name of the person duly authorized to execute the POA.
 - a. Corporation: Corporate officers empowered to grant POA on behalf of the corporation. If signed by other than a corporate officer, a Corporate Certification must accompany the POA (19 CFR 141.37). CBP requires a Corporate Certification for all foreign (Non-Resident) Grantors. A power of attorney executed by a nonresident principal will not be accepted unless BGI is informed of the entity's designated resident agent authorized to accept service of process against such nonresident principal.
 - b. Partnership: Any partner authorized to execute the POA. POA's for Partnerships and Limited Partnerships or LLP's must be accompanied by a copy of the partnership agreement [19 CFR 141.39(a)(2)], and the above Partnership addendum. And change in partners must be communicated to BGI as new Power of Attorney must be executed to comply with CBP regulations.
 - c. Individual or Sole Proprietorship: The person named in (3) above.
9. Sign the POA: Signature must belong to the individual in number 8 above.
10. Enter signatory's title.
11. Enter the signature date in the following format: month/day/year. **Note:** This date is a confirmation of the effective date.

Questions can be directed to your BGI representative or to kelly@bgiworldwide.com.