



Know all men by these presents: That

Grantor's Name: _____

Doing Business as: _____

Principal place of Business: _____

Non-Resident Corporation Corporation Association

Sole Proprietorship Individual Partnership (list all General Partners)

IRS #: _____ **U.S. Customs I.D. #:** _____

Hereby constitutes and appoints: **AFFILIATED CUSTOMS BROKERS USA, INC.** and/or its successors in interest or assignees and/or its individually licensed officers in their individual capacity and of which may act through any of its authorized officer(s) or any employee(s)

As a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date in Customs Districts ALL _____ and in no other name, make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;

To make endorsements on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statements, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietorship on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said district or in any other customs district;

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 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 and owner's declaration provided for in section 485, Tariff Act of 1930, as amended or affidavits 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, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other brokers to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasury of the United States; to appoint an attorney at law on grantor's behalf to represent grantor; if the grantor is a non-resident of the United States, to accept service or process on behalf of the grantor;

To generally transact at the customhouses in said district and headquarters any and all customs business, including but not limited to making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested which may properly be transacted or performed by an agent and attorney, gives said agent and attorney full power and authority to do whatever is required or necessary to be done to protect and further grantor's interests as fully as if grantor were present and acting on its own behalf hereby ratifying and confirming all that the said agent and attorney lawfully do by virtue of these presents;

And acknowledges that all acts undertaken or services provided by grantee on behalf of grantor or in furtherance of grantor's business be it customs or other, shall be governed by grantee's terms and conditions of service and in effect on the date that this power is granted is hereby acknowledged and the terms of which are incorporated herein by reference and which terms may be subsequently modified by inclusion with or on grantee's invoices to grantor, or upon other written notice.

Grantor waives the confidentiality requirements of section 111.24 of the Customs Regulations and the requirement in section 111.36 of the Customs Regulations that the Customs Broker transmit a copy of its bill for service directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the Customs entry documents and related documents (CBP-7501 or other documents used to make entry, commercial invoices, etc.) through Grantor's forwarder. No part of this agreement or any other agreement forbids or prevents direct communication between the importer or other party in interest and the Customs Broker.

The foregoing power of attorney to remain in full force and effect **until revoked or until notice or revocation in writing** is duly given to and received by the District Director of Customs of the district aforesaid. If the donor of this power of attorney is a partnership, and said power of attorney shall in no case have any force or effect after the expiration of 2 years from the date of its execution. This power of attorney supersedes all prior powers and its deemed effective retroactively to the first date on which an action required the exercise of a power was undertaken. A signed copy of this power of attorney transmitted by facsimile machine shall be deemed an original.

IF YOU ARE THE IMPORTER OF RECORD, PAYMENT TO THE BROKER WILL NOT RELIEVE YOU OF THE LIABILITY FOR 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 THE "U.S. CUSTOMS SERVICE" WHICH SHALL BE DELIVERED TO CUSTOMS BY THE BROKER.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed:

Signature: _____ Date _____

Name and Title (PRES., VICE-PRES., SEC-TREAS.) _____

CORPORATION CERTIFICATION OF AUTHORITY

To be made by a corporate officer **OTHER** than the one executing the above power of attorney

I, _____, certify that I am the _____ of the above named corporation and that the person who signed this power of attorney on behalf of the grantor holds the corporate office set forth below their name and/or signature and that the power of attorney was duly signed, and attested to, for and on behalf of the corporation by authority of the governing body of the corporation as set forth in resolution in accordance with the articles of incorporation and bylaws of the corporation and passed by the Board of Directors of the corporation at a meeting held on the _____ day of _____, 20____.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the corporation (if available).

Signature: _____ Date _____ City _____

Name and Title (PRES., VICE-PRES., SEC-TREAS.) _____



TERMS AND CONDITIONS OF SERVICE

As recommended by NCBFAA for Use by its Members

All shipments to or from the Customer, 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") under 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 carries, 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, air waybill, 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 dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. laws or regulations. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, or if the information or documents furnished are inaccurate or 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 of the true circumstances to which such inaccurate, incomplete, or omitted information and documentation pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding 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, and the Customer shall indemnify 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 furnish to 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 required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraph 8-10 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents, and information furnished to the Company by the Customer or its agent for export, entry or other purposes and Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.



- 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.
- 7. 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 warrant 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 insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the 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 receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
- 8. Limitation of Liability.** 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 liable, but such option can be exercised only by specific written agreement made with the Company prior 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 therefore shall be presented to it at its office within ninety (90) days from date of exportation or importation of the goods, in a written statement to which sworn proof of claim shall be attached. No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within six (6) months after presentation of the said claim, as above provided. No agent or employee of the Company shall have authority to alter or waive 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 or 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 cooperating 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 are 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 shall 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 employees, 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, including regulations of Federal, State and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any 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 delayed by reason of negligence or other fault of the Company, the Company shall 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 of New York 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 Clinton County, NY.

Client Company Name

Name and Title

Signature

Date

Name and Title

Signature

Date