

Please print clearly or type information

# CUSTOMS POWER OF ATTORNEY AND ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SERVICE

Check appropriate box:

(Business Type)

- Individual     Partnership  
 Corporation     Sole Proprietors

Tax I.D. Number or Social Security Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS THAT: \_\_\_\_\_

PRINT Full Name of Individual or partnership or corporation or sole proprietorship (identity of GRANTOR)

a corporation doing business under the laws of the State of \_\_\_\_\_ or a (n) \_\_\_\_\_  
(if corporation, write in the state of incorporation) (business type: Individual, Partnership, Corporation or Sole Proprietorship)

doing business as (DBA): \_\_\_\_\_ residing at: \_\_\_\_\_  
(dba company name) (If no business address give your home address)

or having an office and principal place of business at \_\_\_\_\_  
(business address)

hereby constitutes and appoints: **Unity Customs Brokers, Inc.** (Grantee) its successors or assigns, to act through any of its licensed officers or any employee specifically authorized through  
Power of Attorney granted by said corporation to act on its behalf, and with authority to grant Power of Attorney on behalf of the principal (Grantor) to other licensed brokers.

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 day and in all U.S. Customs and Border Protection (Customs) Districts and in no other name, whether as customs broker, forwarding agent or for any other related activity, to make, (either in writing, electronically, or by other authorized means) endorse, sign, file, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, manifest, carnet, importer security filing or any other document required by law, regulation or commercial practice in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to Grantor; to perform any act or condition which may be required by law, regulation, or commercial practice in connection with such merchandise; to receive any merchandise deliverable to Grantor;

To make endorsement on bills of lading conferring authority to transfer title; to make entry and collect drawback; and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor 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 sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any Customs District;

To sign, seal and deliver for and as the act of Grantor any bond required by law or regulation in connection with entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by 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 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 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 Grantor is a nonresident of the United States, to accept service of process on behalf of 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 at the customhouses in any district, including, pursuant to grantor's request, making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which 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 do to anything whatever requisite and necessary to be done in the premises as fully as 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.

The foregoing power of attorney is to remain in full force and effect until the \_\_\_\_\_ day of revoked, or until notice of revocation in writing is duly given by the Grantor to and received by a District Director of Customs. If the Grantor of this power of attorney is a partnership, the said power 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 shall be construed according to the laws of the state of California, without giving consideration to principals of conflict of law. Grantor consents to the exclusive venue and jurisdiction of the U.S. District Court and the State courts of California; agrees that any action relating to or arising from this power of attorney and/or the relationship between Grantor and Grantee that results from this power of attorney shall be brought only in said courts; consents to the exercise of in personam jurisdiction by said courts over it; and agrees that any action to enforce a judgement may be instituted in any jurisdiction.

Grantor agrees that by executing this document, Grantor is subject to Unity Customs Brokers Inc's Terms and Conditions of Service in effect on the date of service, which include limitations of liability, are available upon request and at <http://www.unitycb.com/poa/terms.html> and are incorporated herein by this reference as though fully set forth herein.

Grantor hereby grants Grantee authorization to share information generally considered confidential under 19 C.F.R. § 111.24 or any applicable laws, rules and regulations of countries other than the United States that govern the confidentiality of customs brokerage data including but not limited to information concerning points of contact, addresses and telephone numbers, revenue and customs entry data, with corporations owned by or under common ownership with Grantor, with corporations owned or operated by Unity Customs Brokers, Inc or with Grantee's authorized service providers incidental to their provision of services.

If Grantor is a Partnership, signatory certifies that he/she has full authority to execute this instrument on behalf of 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. See below in next paragraph *Method of Payment Advisory Statement*:

In accordance with 19 C.F.R. §111.29, If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges 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".

IN WITNESS WHEREOF, Grantor has caused these presents to be sealed and signed by: **(Signature)** \_\_\_\_\_ (see below persons authorized to sign this POA)

**PRINT Name:** \_\_\_\_\_ **Tel:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**(CAPACITY):** \_\_\_\_\_ **Date:** \_\_\_\_\_

Persons authorized to sign POA: If a Corporation or LLC: An officer of the corporation must sign: President, VP, Corporate Secretary, Treasurer, CEO, CFO or Duly authorized representative-see attachment  
If a Partnership or Limited Partnership: one of the Partners must sign-see attachment    If Individual or Sole proprietorship: the Owner must sign.

IS YOUR COMPANY C-TPAT CERTIFIED?     YES     NO

