

# POWER OF ATTORNEY

## CUSTOMS BROKER AND/OR OTHER IMPORT SERVICES ACKNOWLEDGMENT OF TERMS & CONDITIONS OF SERVICE

IMPORTER INFORMATION					
<b>Check appropriate box: (1)</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC					<b>Hereby constitutes and Kesco Customs Solutions, Inc. ("Kesco"), its 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 "Territory") either in writing, electronically, or by other authorized means, to act as its authorized agent for the following services and in the following capacity:</b>  <b>SELECT ALL THAT APPLY: (8)</b> <input type="checkbox"/> Customs Broker <input type="checkbox"/> Importer Security Filer ("ISF") <input type="checkbox"/> Single Entry/Continuous Bond <input type="checkbox"/> Marine Cargo Insurance
<b>KNOW BY ALL MEN BY THESE PRESENTS: (2)</b> <b>That, (Full Name of individual, partnership, corporation, sole proprietorship, or LLC) (identify):</b>					
<b>Doing business as: (3)</b>					
<b>Under the laws of the State of: (4)</b>					
<b>Tax ID #: (5)</b>		<b>RESIDING AT OR PRINCIPAL PLACE OF BUSINESS (7)</b>			
<b>SSN:</b>		<b>Address:</b>			
<b>Tel:(6)</b>		<b>City:</b>			
<b>Fax:</b>		<b>State:</b>		<b>ZIP Code:</b>	
<b>Email:</b>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input checked="" type="radio"/> Make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, or other document required by law or regulation in connection with the <b>importation or transportation</b> of any merchandise shipped or consigned by or to said grantor; to perform any act or condition, including, yet not limited to <b>Import ISF filing</b>, which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor;</p> <p><input checked="" type="radio"/> Make endorsements on bills of lading conferring authority 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 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;</p> <p><input checked="" type="radio"/> 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 or 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 in connection with the entry or merchandise;</p> <p><input checked="" type="radio"/> 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;</p> </div> <div style="width: 48%;"> <p><input checked="" type="radio"/> Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; 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; and</p> <p><input checked="" type="radio"/> Generally to transact at the customhouses in any district any and all customs business, including making, signing, and 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 and 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 to remain in full force and effect until notice of revocation in writing is duly given and received by the grantee. (If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of 2 years from the date of its execution).</p> <p><input checked="" type="radio"/> Grantor acknowledges receipt of the Company's Terms and Conditions of Service governing all transactions between the Parties. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. In compliance with the legal covenants of USC 19CFR 111.24 and USC 19CFR 111.36(a) the undersigned authorizes Kesco Customs Solutions to provide details of customs transactions to unlicensed individual and waives the direct receipt of:</p> <p style="text-align: center;"> <input type="checkbox"/> <b>Copy of the entry</b>      <input type="checkbox"/> <b>Bill for Services rendered</b> </p> </div> </div>					
<b>IN WITNESS WHEREOF, (9)</b>					(Company Name)
<b>has caused these presents to be signed:</b>		<b>Officer: (10)</b>			
<b>Signature: (11)</b>		<b>Capacity/Title: (12)</b>		<b>Date: (13)</b>	
CERTIFICATION BY NONRESIDENT CORPORATION (to be made by an officer other than the one who executed the power of attorney)					
<b>I, (14)</b>			<b>Certify that I am the (15)</b>		
<b>Of (16)</b>			<b>Organized under the Laws of the State of (17)</b>		
<b>That (18)</b>			<b>Who signed the Power of Attorney on behalf of the Corporation is the (19)</b>		
<b>of said corporation, and that said power of attorney was duly signed, sealed and attested for and on 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 and was executed in accordance with the laws of the country of incorporation.</b>					
<b>IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City (20) of this Day of , 20</b>					
<i>IN WITNESS WHEREOF</i> <b>Signature: (21)</b>			<b>My Customs Assigned Number is: (22)</b>		

*\*\*If you are the Importer of Record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed to 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 will be delivered to Customs by the broker.*

## TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

### 1. Definitions.

- (a) "Company" shall mean Kesco Customs Solutions, Inc., its subsidiaries, related companies, agents and/or representatives;  
(b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;  
(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;  
(d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";  
(e) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

### 2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

### 3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within days of the event. Insert number of days for notice to be given giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.  
(b) All suits against Company must be filed and properly served on Company as follows: (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss; (ii) For claims arising out of air transportation, within one (1) year from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within one (1) year from the date of the loss or damage.

**4. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company 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 nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party, all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

### 5. 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; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

### 6. Reliance On Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;  
(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.  
(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

**7. Declaring Higher Value To Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

### 8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

### 9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;  
(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).  
(c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company Insert applicable amount for the entry, whichever is less;  
(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

### 10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

### 11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

### 12. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

### 13. Costs of Collection.

In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

### 14. Lien and Right To Sell Customer's Property.

- (a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.  
(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.  
(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

### 15. No Duty To Maintain Records For Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

### 17. No Duty To Provide Licensing Authority.

Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

### 18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

### 19. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

### 20. 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 a ll 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. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or acti on against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

### 21. Force Majeure.

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

### 22. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in Full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

### 23. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principles of conflict of law.

- Customer and Company  
(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of New York;  
(b) agree that any action relating to the services performed by Company, shall only be brought in said courts;  
(c) consent to the exercise of in person am jurisdiction by said courts over it, and  
(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.



## INSTRUCTIONS FOR COMPLETING A U. S. CUSTOMS POWER OF ATTORNEY

### CORPORATION - RESIDENT OR NON-RESIDENT

1. Indicate the type of entity that is granting the Power of Attorney.
2. Full legal name of Individual, Partnership, Corporation, Sole Corporation or LLC. No abbreviations allowed. Please note that a corporate Power of Attorney may NOT be completed or signed by a DIVISION of the corporation.
3. If operating under a name other than the name in #2 above, show the Doing Business As name here.
4. Complete name of the Province or State entity is registered in.
5. Complete Tax ID # or Social Security # for Individuals.
6. Complete Telephone, Fax and E-mail.
7. Complete Address, City, State and Zip code for principle place of business.
8. Select capacities for which you are specifically authorizing Kesco as agent to act for on its behalf.
9. Enter company name.
10. Typed name of corporate officer.
11. Signature of the first Corporate officer
12. Title of the above Corporate officer.
13. Date document is signed.

### **CERTIFICATION BY NON-RESIDENT CORPORATION - must be completed ONLY if Power of Attorney is granted by a Non-Resident Corporation. A Non-Resident Corporation is an entity doing business outside of the U.S.A.**

14. Name of the second corporate officer (other than the one that signed in #10 above).
15. Title of the second signing Corporate officer.
16. Full name of the Corporation.
17. Complete name of the Province or State of Incorporation.
18. Name of the first officer who signed the Power of Attorney in #10 above.
19. Title of the first officer who signed the Power of Attorney in #10 above.
20. Complete City and date document is signed.
21. Signature of the second Corporate officer.\*\*
22. Complete Customs Assigned # if applicable.

\*\*NOTE: A corporate officer is considered by U. S. Customs to be a Owner, President, VP, Treasurer, CEO,CFO,COO,CIO, Corp. Secretary, General Counsel. If the document is signed by any other person, attachment must include: 1) first page of company's meeting minutes or Articles of Incorporation; 2) page showing individuals authority to sign on behalf of the corporation; and 3) page which shows the signature of a member of the company's board of directors.

\*\*\*NOTE: POWER OF ATTORNEY MUST BE ACCOMPANIED BY ARTICLES OF INCORPORATION -

1) FIRST PAGE; and 2) PAGE SHOWING TITLES AND NAMES OF OFFICERS AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION.

### PARTNERSHIPS, INDIVIDUALS, SOLE PROPRIETORSHIPS, AND LIMITED LIABILITY COMPANIES

1. Indicate the type of entity that is granting the Power of Attorney.
2. Full name of Individual, Limited Partnership, Sole Proprietorship, General Partnership or Limited Liability Company. If necessary, an attachment with all general partner names can be used. If a limited partnership, show the firm name and all of the general partners on this line or attachment.
3. Complete name of the Province or State entity is registered in.
4. Complete business address including province and postal code or state and zip code, or if individual, place of residence.
5. If operating under a name other than the name in #2 above, show the Doing Business As name here.
6. Date document is signed.
7. Signature of individual; or general member if a partnership; or member or manager if a Limited Liability Company. *"Please note that partnership Powers of Attorney must be accompanied by a copy of the Partnership Agreement"* and it must identify the general partners who have the authority to bind the firm. The copy of the Partnership Agreement should also verify the signatory's identity as a qualifying member.
8. Notate Individual, or Partner or Member if partnership or LLC, owner if Sole Proprietorship.
9. Typed name of person signing in block #7.

**DO NOT COMPLETE NON-RESIDENT CORPORATION CERTIFICATION.**