

1 IRS # \_\_\_\_\_ Social Security # \_\_\_\_\_ 2 Bond #: \_\_\_\_\_

3 Circle appropriate:      Individual                      Partnership                      Corporation                      Sole Proprietorship

### CUSTOMS POWER OF ATTORNEY

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 CUSTOMS) IN THE EVENT THE BROKER DOES NOT PAY THE CHARGES, 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.

KNOW ALL MEN BY THESE PRESENTS: THAT 4 \_\_\_\_\_ hereinafter THE CUSTOMER a corporation doing business under the laws of the state of 5 \_\_\_\_\_ or a 6 \_\_\_\_\_ doing business as 7 \_\_\_\_\_ residing at 8 \_\_\_\_\_ having an office and place of business at 9 \_\_\_\_\_ hereby constitutes and appoints **Specialized Customs Services, Inc.** a licensed Customs Broker, hereinafter, **Specialized Customs Services, Inc.** , to act through any of its licensed officers and employees specifically authorized to act for such corporation, pursuant to the Power of Attorney filed by **Specialized Customs Services, Inc.** with the District Director of Customs, as the true and lawful agent and attorney of THE CUSTOMER for and in the name, place and stead of THE CUSTOMER from this date and in all Customs districts.

### TERMS AND CONDITIONS

**Appointment:** In connection therewith, **Specialized Customs Services, Inc.** is appointed to do the following:

- (a) To make, endorse, sign, declare or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or any other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to THE CUSTOMER
- (b) To perform any act or condition which may be required by law or regulation in connection with such merchandise.
- (c) To receive any merchandise deliverable to THE CUSTOMER
- (d) To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback
- (e) To make, sign, declare or swear to any statement, 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 of 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 any Customs district.
- (f) To sign, seal and deliver for as the act of THE CUSTOMER any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of conveyance owned or operated by THE CUSTOMER and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignees and owners declarations provided for in section 485, Tariff Act of 1930, as amended or affidavits in connection with the entry of merchandise
- (g) To sign and swear to any document and 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 THE CUSTOMER
- (h) To receive, endorse, and collect checks issued for Customs duty refunds in THE CUSTOMERS name drawn on the Treasurer of the United States
- (i) If THE CUSTOMER is a non-resident of the United States, to accept service of process on behalf of THE CUSTOMER
- (j) To generally transact at the customhouses in any district and all custom business, including making, signing and filing of protests under section 514 of the Tariff Act of 1930, in which THE CUSTOMER is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as THE CUSTOMER 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: and
- (k) To make endorsements and negotiate and cash any checks and drafts payable to third parties from Customs and any Customs business including without limitation, steamship companies, airlines and other carriers.
- (l) To authorize other Custom Brokers to act as CUSTOMERS agent
- (m) THE CUSTOMER grants **Specialized Customs Services, Inc.** the explicit authority to appoint another Customs Broker to perform and transact Customs business on behalf of THE CUSTOMER. This appointment will create a direct relationship between THE CUSTOMER and the appointed broker
- (n) THE CUSTOMER 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 services directly to the importer, and authorizes the Customs Broker to transmit 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.

**Terms and Conditions:** THE CUSTOMER acknowledges that it has reviewed the terms and conditions of **Specialized Customs Services, Inc.** THE CUSTOMER agrees that all business transacted by **Specialized Customs Services, Inc.** is under the terms and conditions contained on this form

**Terms of Payments and Late Payment Penalty:** THE CUSTOMER further agrees to pay the full balance due to **Specialized Customs Services, Inc.** IN ACCORDANCE WITH THE PAYABLE ON DATE, WHICH APPEARS ON EACH INVOICE ISSUED TO THE CUSTOMER OR WITHIN 15 DAYS FROM THE INVOICE DATE. NOTE, DUTIES ARE TO BE PAID IN ADVANCE, IN FULL, PRIOR TO TRANSMISSION. This balance may include, but is not limited to, costs incurred, compensation for the services of **Specialized Customs Services, Inc.**, adjusted duty, adjusted freight charges, demurrage and other costs and expenses. In the event such sums are not timely paid, THE CUSTOMER agrees that **Specialized Customs Services, Inc.**, may in addition to exercising any other rights not herein described, (1) terminate the relationship hereunder, and/or (2) suspend all further services including the withholding of clearances/forwarding and documents on current shipments (3) claim a general lien on any and all of THE CUSTOMERS property (and any documents relating thereto) in its possession, custody or en route (4) be deemed to have the same priority as the Government under 11 U.S.C. 507 in connection with payment of Customs duties on behalf of THE CUSTOMER (5) apply any funds from third party checks as a full and complete set-off of all monies due to it by THE CUSTOMER (6) impose a **late penalty fee of 1.5 percent per month (18% per year)** on any portion of THE CUSTOMERS account not paid as of the date of invoice.

**Attorney Fees:** Should **Specialized Customs Services, Inc.** consult with an attorney or a collection agency to enforce any of the provisions herein and/or those provisions set forth in the aforementioned Terms and Conditions of Service which have been breached by THE CUSTOMER, THE CUSTOMER, its owners, shareholders, partners agree that in addition to other relief to which **Specialized Customs Services, Inc.** may be entitled, THE CUSTOMER, its owners, shareholders, or partners will pay all costs and expenses incurred by **Specialized Customs Services, Inc.** including actual attorney fees incurred (1) whether or not legal action or arbitration is instituted (2) in the enforcement or collection of any judgment or (3) on any appeal thereof. In the event an action is instituted THE CUSTOMER agrees that the aforementioned sums may be added to the judgment as costs, and enforceable in the same way as any other sum due in respect of said judgment.

**Specialized Customs Services, Inc. Limit of liability is fifty (\$50.00) dollars per shipment. Shipments are not insured by Specialized Customs Services, Inc. unless THE CUSTOMER requests insurance in writing and Specialized Customs Services, Inc. confirms insurance in writing.**

All terms and conditions are governed under the laws of the State of Texas.

**Termination:** The foregoing Power of Attorney is to remain in full force and effect until notice of termination in writing is duly given by either, THE CUSTOMER or **Specialized Customs Services, Inc.** to the other and to the District Director of Customs, specifying the date of termination. Termination is effective only upon receipt of notice of termination by both the non-terminating party and a District Director of Customs. If THE CUSTOMER is a partnership however, this Power of Attorney shall have no force or effect after the expiration of two (2) years from the date of execution.

IN WITNESS WHEREOF, THE CUSTOMER 10 \_\_\_\_\_ has caused these present to be sealed and signed:

(signature) 11 \_\_\_\_\_ Print Name 12 \_\_\_\_\_

(Capacity) (Must be Corporate Officer if Corporation)  
13 \_\_\_\_\_ Date 14 \_\_\_\_\_

Witness: Signature 15 \_\_\_\_\_ Name \_\_\_\_\_

Signature 15 \_\_\_\_\_ Name \_\_\_\_\_

16 Notary Seal required for Powers of Attorney granted by individuals:  
signature \_\_\_\_\_

Date \_\_\_\_\_ Seal \_\_\_\_\_

**Specialized Customs Services, Inc. Customers:**  
Please fill out the attached power of attorney form following the instructions below. Upon completion, scan/fax a copy back to us and forward the original to us by mail. Thank you for your time in this matter and please do not hesitate to contact us if you have a question. Please read the entire sheet for there are a number of items that must be completed in order for you to be in compliance with U.S. Customs.

## Instructions for completing a power of attorney

### Individual or Partnership

1. Partnership's IRS number or Individual's SS number.
2. Continuous Surety Bond number if known.
3. Please circle appropriate business type. If a limited partnership, it is required under U.S. Customs regulations that you provide a copy of the partnership agreement to accompany this power of attorney.
4. Full name of individual, or if a partnership, full names of **all partners**. If a limited partnership, the firm's name and names of **all the general partners**. (If needed, you may attach an addendum)
5. partnership's or individual's N/A.
6. Complete as Individual, Partnership, Sole Proprietorship or Incorporated Association.
7. If a fictitious name, complete with trade name or fictitious business name you are operating under. Please note D.B.A. – you are also authorized under state law.
8. For individuals, only enter your place of residence.
9. For all others, enter your business address here.
10. Enter the name of the grantor. For a partnership, either the names of each of the general partners or the partnership name if registered to do business under that name with the state. For an individual use his or her name.
11. Signature of the person executing the power of attorney. For partnership, any of the general partners can sign, please print your name after the signature.
12. Print Name
13. Enter the capacity of person signing the power of attorney
14. The date the power of attorney was issued.
15. Witnesses are not required.
16. If no corporate seal is available, please write "no seal".

### Corporation

1. Corporation's IRS number.
- 2 – 3 Same as above
4. Full name of the Corporation as it appears in the records.
5. The state, province, or foreign country of the incorporation.
- 6 – 8 N/A
9. Corporation's address.
10. Same as on line 4.
11. Signature of the person executing the power of attorney. The signatory must be a corporate officer, (president, vice-president, secretary or treasurer of the said corporation). Please call us if you are unsure if you can properly sign this power of attorney. Please print your name after your signature.
- 12 – 15. Same as above.