

**CUSTOMS POWER OF ATTORNEY/  
DESIGNATION AS EXPORT FORWARDING AGENT  
and**

**Acknowledgement of Terms and Conditions**

EIN / SSN No. \_\_\_\_\_

✓ appropriate box:

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

**KNOW ALL MEN BY THESE PRESENTS:** That, \_\_\_\_\_ doing

(Full name of person, partnership, corporation, or sole proprietorship) (identify)

business as a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_  
(Individual, partnership, corporation, sole proprietorship, or Limited Liability Company) (insert one)

residing or having a principal place of business at \_\_\_\_\_, hereby constitutes and appoints **H.Y.H. International Cargo Services, Inc.** 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:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation or otherwise necessary in connection with the importation, exportation, transportation, of any merchandise in or through the custom's territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 or certificate, 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 or other purposes, regardless of whether such document is intended for filing with government entities;

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, unlading 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, or affidavits or statements in connection with the entry of merchandise;

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

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 government entities ; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

To execute any document or make payments for services on behalf of the grantor in connection with the following activities: Represent grantor in relation to other agents of grantor in connection with shipments. Arrange and provide transportation (barge or trucking) for grantor shipments. Receive original commercial documentation from vendors of grantor. Reissue commercial documentation on behalf of the grantor customers. Make appointments for delivery of grantor shipments. Represent grantor in connection with discrepancies in shipments or other disputes with grantor customers or suppliers. Take any other action reasonably related to accomplish the foregoing activities or other additional actions authorized by grantor in writing.

And generally to transact Customs business, including filing of claims or protests under laws of the territory, 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 necessary to be done in the premises as fully as said grantor could do it present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents.

Appointment as Forwarding Agent: Grantor further authorizes and hereby appoints the above grantee to act as its forwarding agent within the territory and to sign or endorse export documents (i.e., commercial invoices, bill of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory and to appoint other forwarding agents on grantor's behalf.

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee, the said power shall in no case have any force or effect in the territory after the expiration of two years from the date of execution

Grantor agrees to indemnify and hold harmless H.Y.H. International Cargo Services, Inc, its officers, employees and/or specifically authorized agents with respect to claims arising out of or in connection with performance by the foregoing of its/their authorized duties pursuant to this Power of Attorney.

Grantor further agrees to reimburse H.Y.H. International Cargo Services, Inc for any out of pocket expenses or amounts spent by H.Y.H. International Cargo Services, Inc that were not pre-paid by Grantor, in connection with the foregoing activities. If such amounts are not paid within thirty (30) days after H.Y.H. International Cargo Services, Inc provides grantor written notice of such payments such amounts shall include interest at a cumulative rate of 1% per month (up to the highest rate permitted by applicable law).

Grantor hereby acknowledges receipt of H.Y.H. International Cargo Services, Inc standard trading terms and conditions 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 WITNESS WHEREOF, the said \_\_\_\_\_  
(Full name of person, partnership, corporation, or sole proprietorship)

caused these presents to be sealed and signed: (Signature) \_\_\_\_\_

(Capacity) \_\_\_\_\_ Date: \_\_\_\_\_

Witness: (if required) \_\_\_\_\_

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 the "Bureau of Customs and Border Protection" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

**INDIVIDUAL OR PARTNERSHIP CERTIFICATION**

CITY \_\_\_\_\_

COUNTY \_\_\_\_\_ SS: \_\_\_\_\_

STATE \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ personally appeared before me \_\_\_\_\_  
residing at \_\_\_\_\_, personally known or sufficiently identified to me who  
certifies that \_\_\_\_\_ (is) (are) the individual(s) who executed the foregoing instrument and acknowledge  
it to be \_\_\_\_\_ free act and deed

\_\_\_\_\_  
(Notary Public)

**CORPORATE CERTIFICATION**

(To be made by an officer of other than the one who executes the power of attorney)

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
\_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_ that  
\_\_\_\_\_, who signed this power of attorney on behalf of the donor, is the  
\_\_\_\_\_ 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 passed at a regular meeting held on the \_\_\_\_\_  
day of \_\_\_\_\_, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)