

U.S. Customs Power of Attorney

(Acknowledgment of Terms and Conditions)

(1) EIN / IRS / SSN:
KNOW ALL MEN BY THESE PRESENTS THAT, (2), a
(Full legal name of Individual, Sole Proprietorship, Partnership, Corporation, LLC, or Non-Resident)
(3) Individual Sole Proprietorship Partnership Corporation Limited Liability Company Non-Resident
doing business under the laws of State or Country of (4), residing or having a principal place of (State of Incorporation)
business at (5), hereby constitutes and appoints
Nippon Express USA, Inc. , a corporation, located at 401 E. Touhy Ave., Des Plaines, IL 60018 (Customs Brokerage Division H.Q. address) 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 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, any or all applicable foreign trade zone documentation, or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, or foreign trade zone, 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 required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with U.S. Customs and Border Protection;
Sign, seal, and deliver for and as the act of said grantor, any bond required by law or regulation 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 provided in section 485, Tariff Act of 1930, as amended, 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 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 the grantors 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 solely in connection with Customs transactions.;
And, generally to transact Customs business including filing of claims or protests under section 514 of the Tariff Act of 1930, as amended, or pursuant to other laws of the territories, in which said grantor is or may be concerned or interested and which may be properly 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;
In accordance with Section 111.36 of the Customs Regulations, grantor waives the requirement for the agent to provide grantor with a copy of his bill for services, when the shipment is made on a "Delivered Duty Paid" basis as that term is defined by the applicable Incoterms.
Appointment as Forwarding Agent: Grantor, as the United States Principal Party in Interest (USPPI), authorizes the grantee to act within the territory as a true and lawful agent and attorney of the grantor, for and in the name, place and stead of the USPPI from this date, either in writing, electronically, or by other authorized means to act as its Forwarding Agent for Export Control, Census Reporting and Customs purposes, and to make, endorse, sign, or electronically transmit any Shipper's Export Declaration or other documents, or to perform any act which may be required by law or regulation in connection with the exportation or transportation of any merchandise shipped or consigned by or to the United States Principal Party in Interest and to receive or ship any merchandise on behalf of the grantor.
The grantor, as the United States Principal Party in Interest, hereby certifies that all statements and information contained in the documentation provided to the grantee, as the forwarding agent, relating to exportation are true and correct. Furthermore, the grantor, as the USPPI, understands that civil and criminal penalties may be imposed for making false or fraudulent statements, or for the violation of any United States law or regulation on exportation.
This power of attorney is to remain in full force and effect until the (6)day of ,, 20or until notice of revocation in writing is 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 of effect in the United States after the expiration of 2 years from the date of its execution.
The signatory to the power of attorney certifies that he / she has full legal authority to execute the Power on behalf of the Grantor, and at the same time acknowledges receipt, on behalf of the Grantor, of Nippon Express U.S.A., Inc.'s Terms and Conditions of Service", governing all transactions between the parties and, by signing this power of attorney, agrees to be bound by all the terms and conditions therein.
IN WITNESS WHEREOF, the said (7)
caused these presents to be sealed and signed this (8)day of, 20
By: (9)
(Signature, Printed Name, and Corporate Title)

If you are the Importer of Record, payment to the broker will not relieve you of the liability for U.S. Customs and Border Protection Charges (duties, taxes or other debts owed Customs and Border Protection) 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 made payable to "U.S. Customs and Border Protection" which shall be delivered to Customs and Border Protection by the broker. Importers who wish to use this procedure must contact our office in advance to arrange timely receipt of duty checks.