



**Customs Brokerage New Client Binder**  
**Power of Attorney (POA) & Customs Bonds**



**We Find the Way**

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## What is a Power of Attorney?

Power of Attorney (**POA**) - is the fundamental document which authorizes a Customs Broker to act on behalf of an importer/consignee. In most Customs Clearance situations, Nippon Express needs a POA on file to execute a Customs Entry and clear merchandise on behalf of the Importer.

POA's are necessary when processing **formal entries** and **restricted informal entries**. (See **POA requirements for Customs Brokerage activities**). Nippon Express must have the POA on file before these types of transactions can be prepared. Therefore, it is important to have the POA executed well in advance of a shipment's arrival, in order to prevent clearance delays. Nippon Express will retain the POA as determined by law or by a date the Importer Elects.

Once a POA is **completed** appointing Nippon Express as the broker, the company who completed the POA is referred to as the Importer of Record (**IOR**) and Nippon Express acts as their representative to U.S. Customs & Border Protection. Nippon Express then takes necessary action to ensure a smooth and swift transaction and provide you with a single source for your shipping needs.

## POA is REQUIRED for the following types of Customs Brokerage activities:

### FORMAL ENTRY

1. Foreign-made goods valued over **\$2,500 USD**
2. American goods returned valued over **\$10,000 USD**
3. All goods returning to the U.S. after having been exported for exhibition, used abroad, repaired abroad, further processed abroad, etc.
4. Shipments containing civil aircraft parts **(including HTS 8803 and civil aircraft agreements)**
5. All shipment entries that are required to be flagged for Reconciliation
6. Temporary Importation Bonds (**TIB**)
7. Antidumping Duty (**ADD**)/Countervailing Duty (**CVD**)
8. Rough Diamonds
9. Live Entry
10. Shipments subject to Quota/Visa requirements
11. Shipments entered duty free under various International Trade Agreements (**e.g. GSP, NAFTA, DR-CAFTA, Singapore FTA, etc.**)
12. Filing ISF
13. **CF e-5106**

Shipments of goods regulated by Food and Drug (**FDA**), Fish & Wildlife (**FWS**), US Dept of Agriculture (**USDA**), and Partner Gov't Agency (**PGA**) valued greater than **\$5,000 USD**

- a. Toxic Substances Control Act (**TSCA**)
- b. Department of State (**DOS**), including ITAR exemptions
- c. Shipments containing alcoholic beverages and/or tobacco products
- d. Tuna shipments requiring **NOAA** filing

Nippon Express POA

*Completion Instructions Page 3*



# U.S. Customs Power of Attorney (POA)

## (Instructions)

CBD-POA-INSTR-NX  
Rev. 01/04/2022

### Completing NEU Power of Attorney

Please read carefully and use the following instructions to complete the **POA** form:

1. Provide your IRS, EIN, SSN, or CA# numbers
  - **IRS (Internal Revenue Service)** – Issued to business entities
  - **EIN (Employer ID Number)** – Issued to business entities
  - **SSN (Social Security Number)** – Issued to individuals
  - **CA# (Customs Assigned Number)** – Issued to foreign importers

**Per Nippon Express USA, Inc. policy, proof of IRS, EIN, SSN, or CA# numbers are required unless the Importer of Record has a Continuous Bond on file with CBP.**

2. Provide full legal name of Individual, Sole Proprietorship, Partnership, Corporation, or Limited Liability Company (including “ADO”, “DBA”, or “AKA”) as it appears in corporate records.
3. Select the appropriate importer category.
4. Provide your company’s State of Incorporation (State formed / Registered).  
(Individuals - provide the state where you reside. Non-Resident Importer - supply the country).
5. Provide your company’s complete address at which you conduct business, including city, state, and zip code. (If Non-Resident Importer, supply the country). This address will be filed with U.S. Customs.
6. Provide the expiration date in the following format: **Day/Month/Year**. The expiration date must be at least **90 days** from the POA’s “Signed” Date. You may also leave the field blank to signify “**UNTIL REVOKED**” or you may enter “**UNTIL REVOKED**”.
7. Provide full legal name of Individual, Sole Proprietorship, Partnership, Corporation, or Limited Liability Company (including “ADO”, “DBA”, or “AKA”) as it appears in corporate records (same as #2 above).
8. Provide the signature date in the following format: **Day/Month/Year**. This date will be the effective date of the POA.
9. Provide the Signature, Printed Name, and Corporate Title of the person duly authorized to execute the POA. **Please see below for acceptable POA signatories.**

#### Acceptable POA Signatures

President, Vice President, Treasurer, Corporate Secretary  
 CEO, COO, CFO, CIO  
 Chairman of the Board  
 General Counsel  
 The Legally Authorized Official of the Limited Liability Company, under its articles of Organization and by laws  
 Partnership  
 Owner / Sole Proprietorship  
 Individual

***Director, General Manager, and Controller are not acceptable, but are common mistakes.***





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, unloading 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,
unloading, 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 \_\_\_\_\_, 20 \_\_\_\_\_ or 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) \_\_\_\_\_
(Full legal name of Individual, Sole Proprietorship, Partnership, Corporation, LLC, Non-Resident)

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.

## CORPORATION CERTIFICATION

**(REQUIRED ONLY FOR NON-RESIDENT CORPORATIONS, AND MUST BE COMPLETED BY AN OFFICER OTHER THAN THE OFFICER WHO SIGNED POWER OF ATTORNEY (POA)).**

I, \_\_\_\_\_, certify that I am the \* \_\_\_\_\_  
(Indicate Name) (Indicate Title)  
of \_\_\_\_\_ (the "corporation"), a Corporation  
organized under the laws of \_\_\_\_\_, maintaining its principal offices  
(Name of Country)  
at \_\_\_\_\_,  
(Address of Foreign Country)

and that the following resolutions \*\* were adopted by the Board of Directors  
on \_\_\_\_\_, 20\_\_\_\_\_ and that said resolutions are still in full force and effect  
(Indicate Date)

RESOLVED, Nippon Express U.S.A, Inc., shall be authorized to serve as the Corporation's true and lawful agent for purposes of: transacting Customs business in the United States (the "territory") in accordance with the terms and conditions of Customs Form 5291; and accepting service of legal process on behalf of the Corporation in the United States, solely in connection with Customs transactions.

RESOLVED, that any Officer of the Corporation shall be authorized to sign and execute the necessary document (e.g. Customs Form 5291) authorizing Nippon Express U.S.A., Inc. as an agent of the Corporation in the foregoing capacities.

Signed,

\_\_\_\_\_  
\* (Signature & Title of Officer Signing this Certification)

\* Applicable laws of the country of the non-resident importer will govern which corporate officer can sign a corporate certification. Under normal circumstances, only the Corporate Secretary or Assistant Corporate Secretary of a Corporation, can execute a corporate certification. Additionally, the laws of the country of the non-resident importer will also govern whether such signature must be notarized, witnessed, etc.

\*\* United States Customs Regulations require that a copy of either the Board of Directors Resolution or Corporate By Laws, be provided with this Power of Attorney, as proof that the officer signing on the face (reverse side) of this form, is legally authorized to do so.



**CUSTOMS BROKERAGE OPERATIONS  
TERMS AND CONDITIONS OF SERVICE**

CBD-POA-T&C-NX  
Rev. 01/04/2022

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 Nippon Express U.S.A., 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 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 documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

**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 ninety (90) days of the event 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 two (2) years 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 two (2) years 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 action(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 the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by the Customer; Customer shall use reasonable care to insure 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 or false statement by the Customer 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.

**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 therefor; 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) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) 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).

**CUSTOMS BROKERAGE OPERATIONS  
TERMS AND CONDITIONS OF SERVICE**CBD-POA-T&C-NX  
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- (d) 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 brokerage, \$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 for the entry, whichever is less;
- (e) 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.
- 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 arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, 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 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 Delivery (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 have no 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. General Lien and Right To Sell Customer's Property.**
- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
  - (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.** Customs 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. 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.
- 18. 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.
- 19. Compensation of Company.** The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and all 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 action 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.
- 20. 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.
- 21. 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 principals 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 personam* jurisdiction by said courts over it, and
  - (d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

## What are Customs Bonds?

A **Customs bond** - is a contract used for guaranteeing that an Importer (**person or company**) will fulfill specific obligations related to the entry of merchandise arriving from a foreign origin into the United States.

The bond is a requirement for **ALL** entries and must be purchased from a CBP approved insurance (**surety**) company. The bond is used in lieu of posting a cash deposit with the United States Government. Nippon Express is prepared to assist with this process.

## Bond Types for Customs Entries

### 1. Continuous Transaction Bond (CTB)

This type of bond is used to cover all transactions or shipments within a **one (1)** year period. Nippon Express can assist you in procuring a CTB. A CTB should be obtained prior to the shipment's arrival, in order to avoid clearance delays.

### 2. Single Transaction Bond (STB) also known as Single Entry Bond (SEB)

This type of bond is only valid for **one (1)** transaction or entry. Nippon Express can arrange an STB on your behalf.

*There are limits of liability and other restrictions associated to the use of an STB*

## Bond Fee Structure

**CTB** – Calculated at 10% of total duties, taxes & fees in 12 consecutive months. (Includes ISF transactions)

**Example:** A \$50,000 bond (**the minimum CBP requirement**) covers \$500,000 in duties, taxes & fees in 12 consecutive months.

- \* Nippon Express CTB Annual Fee = \$6.00 per \$1,000 in bond coverage (Minimum = \$375.00).
- \* Bonds \$300K and greater require a company's most recent financial statements
- \* AD / CVD and PMS Surcharges may apply

**STB** – A Customs bond covering a single importation shall be formulated in an amount equal to the value of the merchandise plus any duties, taxes, and fees which may apply. Certain categories of merchandise may require the bond to be calculated in an amount equal to three times the value.

- \* The cost to arrange this type of bond on your behalf is calculated at **\$3.25 per thousand dollars** of coverage (Minimum = \$30.00).





# Customs Bond Worksheet

## (Single Transaction Bond)

Please be advised that our office is currently processing a shipment on your behalf which will require the posting of a Customs bond. Since our records indicate that your firm is without a bond, a bond needs to be arranged for you.

A Customs bond is a security, required by U.S. Customs under 19 CFR 113.62 & 142.4, which provides protection of government revenues in case of default by an importer. The government revenues protected are duties, taxes, fees, and liquidated damages. The bond also provides a guarantee to the government that the importer will comply with all provisions of U.S. Customs and other government agency laws.

A Customs **bond covering a single importation shall be formulated in an amount equal to the value of the merchandise plus any duties, taxes, and fees** which might apply. **Certain categories of merchandise may require the bond to be calculated in an amount equal to three times the value.** The single transaction bond required for your current shipment is necessary in the amount of: \$ \_\_\_\_\_.

The cost to arrange this bond upon your behalf. Shall be: \$ \_\_\_\_\_. This amount is calculated at **\$3.25 per thousand dollars** of coverage, with a **\$30.00 minimum**.

Prior to proceeding with your transaction, we would like to verify your acceptance of this charge. Your acceptance maybe also stated in a blanket authorization. Please choose one of the statements below and return it via email.

I hereby authorize Nippon Express to proceed with preparing a single transaction bond on my behalf, and I accept the charges incurred.

**-OR-**

I hereby authorize Nippon Express to proceed with preparing a single transaction bond upon receiving **EVERY** future shipment on my behalf. I will accept the charges incurred.

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PRINTED NAME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

### PLEASE NOTE:

Nippon Express USA, Inc. can also arrange for a **Continuous Bond**, which would cover one year of importations for an annual charge. In most cases, a Continuous Bond is more cost effective than a single transaction bond. If interested, please notify our **Customs Bonds team** via email.

Email: [customsbonds@nipponexpress.com](mailto:customsbonds@nipponexpress.com)





Nippon Express on behalf of Avalon Risk Management, General Agent for the Sureties it Represents

 Return  
 completed  
 application to:

<b>Customs Broker Name:</b> Nippon Express	<b>Filer Code:</b> 510
<b>Contact Name:</b> Bond Team - Sonia Rodriguez - Direct # 847-460-7266	
<b>Phone:</b> 847-460-7266	<b>Fax:</b> 847-297-1950
<b>E-mail:</b> customsbonde@nipponexpress.com	

*The importer must complete and sign both sides of this document to return to our surety agent.  
 The Surety may require financial statements and/or additional information to approve the bond(s) upon request.*

Applicant/Principal/Indemnitor Information			
<b>Company Name:</b>			
<b>DBA or Trade Name (if any):</b>			
<input type="checkbox"/> <b>Individual/Sole Proprietorship.</b>		<input type="checkbox"/> <b>Corporation.</b> State/Country of Incorporation:	
<input type="checkbox"/> <b>General Partnership.</b> Please include names of all partners under separate cover.		<input type="checkbox"/> <b>Limited Partnership.</b> If so, CBP may require complete copy of partnership agreement.	
<b>Physical Address:</b>			
<b>City:</b>	<b>State/Province:</b>	<b>Postal Code:</b>	<b>Country:</b>
<b>If foreign, U.S. service of process:</b>			
<b>Importer Number</b> (FEIN, CBP Assigned or SS#):		<b>SCAC Code</b> (if applicable):	<b>Years in Business:</b>
<b>Does Applicant participate in any of these CBP Programs?</b> <input type="checkbox"/> Importer Self Assessment <input type="checkbox"/> Trusted Trader <input type="checkbox"/> C-TPAT Tier 2 or 3 <input type="checkbox"/> Other:			
<b>Importer Contact Name:</b>		<b>Title:</b>	
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>	
<b>Is credit extended?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, how much credit is extended?</b>	<b>Applicant has been a client of the broker since (year):</b>	
<b>Are there any additional trade names and/or unincorporated divisions to be included on the bond?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, attach complete list.</b>			
<b>Are there other Applicants to be included as co-principals on the bond?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, complete separate application for each.</b>			
<b>Does Applicant participate in any of the following:</b> <i>Please note answers for all items and if yes, please provide additional information as requested:</i>			
<input type="checkbox"/> Yes <input type="checkbox"/> No	Periodic Monthly Statement? <b>If yes, an additional surcharge may apply and financial statements may be required.</b>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Reconciliation program? <b>If yes, a rider to the bond is required and additional premium shall apply.</b>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Importations to the U.S. Virgin Islands? <b>If yes, a rider to the bond is required.</b>		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Defer taxes on imports for tobacco, spirits and/or other commodities?		
<b>Do any of the following conditions apply?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, check any that apply below and provide further details on a separate page.</b>			
<input type="checkbox"/>	Applicant and/or Partner/Officer of Applicant has previously filed for bankruptcy or is currently in bankruptcy proceedings.		
<input type="checkbox"/>	A surety has previously paid Customs bond claim(s) on Applicant's behalf and/or Applicant is aware of pending Customs claims.		
<input type="checkbox"/>	CBP has previously suspended Applicant's immediate delivery privileges and/or Applicant is currently sanctioned by CBP.		
<input type="checkbox"/>	Applicant and/or Partner/Officer has been investigated by CBP for fraud or negligence and/or is currently involved in an investigation.		

Bond and Merchandise Related Information			
<input type="checkbox"/> Continuous	Bond Amount: \$	Effective Date:	
<b>Activity Code:</b> <input type="checkbox"/> 1-Importer			
<b>Entry Type(s):</b> <input type="checkbox"/> General Merchandise <input type="checkbox"/> TIB <input type="checkbox"/> Warehouse <input type="checkbox"/> Auto (DOT) <input type="checkbox"/> FDA <input type="checkbox"/> Chapter 98 <input type="checkbox"/> GSP/CBI <input type="checkbox"/> AD/CVD* <i>*Please provide Avalon's AD/CVD questionnaire if merchandise is subject to antidumping and/or countervailing.</i>			
<b>Description of Merchandise:</b>		<b>Country of Origin:</b>	<b>Port of Entry:</b>
<b>Is FDA Merchandise Subject to Automatic Detention?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Is FDA Merchandise Restricted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Value of Merchandise:</b>	Last Year: \$	Estimated current year: \$	
<b>Duties, Taxes and Fees:</b>	Last Year: \$	Estimated current year: \$	
<b>Duties/Taxes Paid:</b> <input type="checkbox"/> With Entry <input type="checkbox"/> With Entry Summary <input type="checkbox"/> Via ACH payment			

### Customs Certification, Indemnity Agreement and Collateral Policy

I certify that the factual information contained in this application is true and accurate and any information provided which is based upon estimates is based upon the best information available on the date of this application. Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I understand that all information contained herein or generated by CBP or other governmental agency or the Surety may be shared with the Customs Broker(s) of record acting on my behalf. I understand that there is a six (6) year statute of limitations for claims to be made against the bond(s) and collateral will not be returned until liability has been extinguished. For more information on Avalon's collateral policy, please visit [www.avalonrisk.com/collateral.pdf](http://www.avalonrisk.com/collateral.pdf).

 \_\_\_\_\_  
 Principal's Signature (must be owner/officer)

 \_\_\_\_\_  
 Typed or printed name and title of principal

 \_\_\_\_\_  
 Company Name

SEAL

to enter into a contract of suretyship by the issuance of the Bond(s) applied for in accordance to 19 CFR part 113 as amended by Federal Register Notice 79 FR 70881. The Undersigned agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, any previously issued Bond(s), or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s) or any Bond or suretyship obligation undertaken for the benefit of the Principal, whether executed in physical form or created through electronic means, the Undersigned hereby agrees:

- (1) To hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms and corporations in order to confirm and verify information referred to or listed herein;
  - (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
  - (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
  - (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s). This obligation shall be continuing as to this Bond or any other Bonds or undertaking until Surety's liability is extinguished;
  - (5) That the Surety shall have (i) the exclusive right to adjust, settle or compromise any claim under such Bond(s), and (ii) the right, at its sole option and sole discretion, to increase or decrease the penalty(s) of any such Bond(s), to change the obligee(s) therein, to execute any continuations, enlargements, modifications and renewals thereof or substitute the same or different conditions, provisions and obligee(s) therein, it being agreed that this Indemnity Agreement shall cover such new or changed Bond(s) or renewals even though the Surety's action or consent may or does substantially increase the liability of the Applicant and the Undersigned;
  - (6) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the property thereof and of the liability of the Undersigned theretofore to the Surety;
  - (7) To the following general provisions:
    - a. Any property which may have been, or may be, pledged as collateral security for any Bonds may, at the Surety's discretion, be retained as collateral security on any Bond falling under the scope of this Indemnity Agreement, whether or not executed, and whether or not executed or reinsured by the Surety, and for the full and complete performance of the Undersigneds' covenants under this Indemnity Agreement. In the case of any breach of the Undersigneds' covenants, or in case the Surety finds it necessary to raise money to meet any actual or prospective claim or demand under any Bond, or to pay any expense incurred in connection therewith, the Surety has full power and authority, without notice to the Undersigneds, to negotiate or redeem any checks or certificates of deposit, or to draw upon any letters of credit, and to use any or all of the proceeds, in order to protect itself against loss, costs, damages, attorneys' fees and expenses. After deducting all legal and other costs, and all loss, costs, damages, attorneys' fees and expenses, and all premiums due the Surety for any Bond or Bonds, the Surety shall return the remainder of the collateral, if any, to the person or persons legally authorized to receive it. We will contact you at the name and address provided and/or through your customs broker when the collateral may be returned. It is the principal's obligation to notify us of any change of address. If we are unable to contact you funds that we continue to hold on your behalf will become subject to a maintenance fee of 1.5% per month effective as of the return date of undeliverable certified mail to your last known address. The Surety shall not be responsible for any loss to the property from any cause other than the act or neglect of its officers or employees. The Surety shall not be responsible for paying interest, or loss of interest, to depositor or any other party on such deposits;
    - b. Where a Bond has been executed for the importation of merchandise, or transportation in-bond of imported merchandise, to consent to service of process upon the Customs broker or agent who executed the Bond on behalf of the Principal. Principals further consent to such service, at the Surety's sole option, at the original port of entry, the final port of entry, or other place, as may be a place of business of the Customs broker or agent. The Principal consents to jurisdiction at the place of service;
    - c. Where the bonded merchandise is a motor vehicle, a condition of executing the Bond is the immediate delivery of the vehicle to a Surety-approved bonded conversion facility. The delivery must occur directly from the port of entry to the conversion facility in order to perform all conversions necessary to bring the vehicle into conformity with United States Environmental Protection Agency and Department of Transportation emission and safety standards;
    - d. The Principals agree to give the Surety prompt written notice of any and all facts which may give rise to any action against the Surety relating to any Bond. If the Principals fail to petition, protest, defend or settle any such action taken by the Oblige, pursuant to the Bond, the Principals agree that the Surety may petition, protest, defend or settle such action to protect its interests by whatever means it considers appropriate. The determination as to whether any such action is petitioned, protested, defended or settled is binding and conclusive upon the Principals, and the result of any such petition, protest, defense or settlement is binding in whole or in part, as if it were the act of the Principals. Evidence of payment is prima facie evidence of the fact and extent of the Principals' liability to the Surety. Liability hereunder extends to, and includes, the full amount of any and all monies paid by the Surety in settlement or compromise of any action, in good faith under the belief that it was liable therefore, whether liable or not, as well as any and all disbursements for attorneys' fees, costs, and expenses as aforesaid, which may be made under the belief that such were necessary, whether necessary or not. The Principals understand that any action taken to petition, protest, defend or settle any action by the Oblige under the Bond, whether the action is initiated by the Principals or the Surety, does not excuse the Principals from the timely payment of bills for the Bond or for amounts paid in pursuance thereof;
    - e. The Surety has every right, defense, or remedy available, including the right of exoneration and replevin or to take possession of the bonded merchandise upon notification of any violation of the terms and conditions of the Bond. The Surety has specific lien rights as to both real and personal property, including merchandise in which the Undersigneds' is the owner and/or has ownership interest in, including merchandise in transit and/or in a warehouse.
  - (8) To consent to provide the Surety, any Bond Oblige and/or Customs broker, any and all information relative to entries or other transactions under any Bond;
  - (9) To consent to their lawful agent or attorney-in-fact executing and filing Bonds, by electronic or such other means as is elected instead of paper documents, and agree in those instances to be bound by this Indemnity Agreement and the terms and conditions of any Bonds as fully and completely as they would be if paper documents had been used and manually executed;
  - (10) The Principals understand and agree that the Bond or undertaking is subject to termination if the Principals no longer use a licensed Customs broker satisfactory to the Surety;
  - (11) The Undersigned further agrees to reimburse the Surety for all expense, counsel and attorney fees incurred by the Surety in enforcing any provision of this agreement.
- Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of the execution of the above mentioned Bond(s).

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

<b>If Applicant is an INDIVIDUAL or PROPRIETORSHIP</b>	
Name of Individual or Proprietorship:	
<b>Individual/Proprietor SIGN HERE:</b>	<b>Witness SIGN HERE:</b>
Name & Title of Individual/Proprietor:	Printed Name & Title of Witness:

<b>If Applicant is a PARTNERSHIP</b>	
Name of Partnership:	
Individually and as Partner, SIGN HERE:	Individually and as Partner, SIGN HERE:
Name & Title of Partner:	Printed Name & Title of Partner:

<b>If Applicant is a CORPORATION or LIMITED LIABILITY COMPANY (LLC)</b>	
Name of Company or LLC:	
<b>President or Managing Partner (for LLC) SIGN HERE:</b>	<b>Witness SIGN HERE:</b>
Printed Name & Title of President or Managing Partner:	Printed Name & Title of Witness:

<b>ALL OWNERS, ( STOCKHOLDERS) AND ADDITIONAL INDEMNITORS MUST SIGN BELOW</b>	
In consideration of executing the Bond(s) applied for by Applicant, the Undersigned, now referred to as Indemnitor(s), acknowledge(s) that the above Indemnity Agreement has been read and the Indemnitor(s) is (are) aware of the contents of the Indemnity Agreement. The Indemnitors(s) agree(s) to be bound by the Indemnity Agreement to the same extent as the Applicant. The obligation imposes individual liability on the Indemnitor(s) as well as joint liability with the Applicant. The Indemnitor(s) has (have) sufficient interest in the performance of this obligation to execute this agreement and is (are) fully empowered to exercise this agreement.	
Name of Additional Indemnitor:	
Indemnitor Signature:	Printed Name & Title of Indemnitor: If Individual, enter title "As an Individual"

# CTPAT: Customs Trade Partnership Against Terrorism

## (U.S. Customs and Border Protection)

### Customs Trade Partnership Against Terrorism (CTPAT)

CTPAT is a voluntary public-private sector partnership program which recognizes that CBP can provide the highest level of cargo security only through close cooperation with the principle stakeholders of the international supply chain such as importers, carriers, consolidators, licensed customs brokers, and manufacturers.

### A Growing Partnership

From its inception in November 2001, CTPAT continued to grow. Today, more than 11,400 certified partners spanning the gamut of the trade community, have been accepted into the program. The partners include U.S. importers/exporters, U.S./Canada highway carriers; U.S./Mexico highway carriers; rail and sea carriers; licensed U.S. Customs brokers; U.S. marine port authority/terminal operators; U.S. freight consolidators; ocean transportation intermediaries and non-operating common carriers; Mexican and Canadian manufacturers; and Mexican long-haul carriers, all of whom account for over 52 percent (by value) of cargo imported into the U.S.

### How CTPAT Works

When an entity joins CTPAT, an agreement is made to work with CBP to protect the supply chain, identify security gaps, and implement specific security measures and best practices. Applicants must address a broad range of security topics and present security profiles that list action plans to align security throughout the supply chain. CTPAT members are considered to be of low risk and are therefore less likely to be examined at a U.S. port of entry.

### CTPAT Benefits

- Reduced number of CBP Examinations
- Front of the line inspections
- Possible exemption from Stratified Exams
- Shorter wait times at the border
- Assignment of a Supply Chain Security Specialist to the company
- Access to the **Free and Secure Trade (FAST)** Lanes at the land borders
- Possibility of enjoying additional benefits by being recognized as a trusted trade Partner by foreign Customs administrations that have signed Mutual Recognition with the United States

- Access to the CTPAT web-based Portal system and a library of training materials
- Eligibility for other U.S. Government pilot programs, such as the Food and Drug Administration's Secure Supply Chain program
- Business resumption priority following a natural disaster or terrorist attack
- Importer eligibility to participate in the Importer Self-Assessment Program (ISA)
- Priority consideration at CBP's industry-focused Centers of Excellence and Expertise

Link: <https://ctpat.cbp.dhs.gov/trade-web/index>

Link: <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>