

**CUSTOMS POWER OF ATTORNEY
and
Acknowledgement of Terms and Conditions of Service**

IRS # or SSN# ① _____

② Check appropriate box: Individual Partnership Sole Proprietorship Corporation Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That ③ _____ doing
(Full Name of Individual, Partnership, Sole Proprietorship, Corporation, or Limited Liability Company)

business as a ④ _____ under the laws of the State of
(Individual, Partnership, Sole Proprietorship, Corporation, or Limited Liability Company) (Insert One)

⑤ _____ residing or having a principal place of business at ⑥ _____
(Identify State of Incorporation) (Street Address, City, State, Zip Code)

hereby constitutes and appoints: MKC Customs Brokers International, Inc., its heirs and assigns, which may act through any of its licensed officers or employees duly authorized by power of attorney, and/or specifically authorized agents, to act for and on its behalf, as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor, from this date, and in the United States (the "territory") either in writing, electronically, or by other authorized means:

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

To 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, 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 with Customs;

To 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 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 for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise; to 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;

To 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 and other Customs refunds in grantor's name drawn on the Treasurer of the United States; and generally to transact 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 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.

This power of attorney to remain in full force and effect until notice of revocation in writing is duly given to and received by 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 2 years from the dates of execution. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power of attorney on behalf of the Grantor. **If Grantor is a non-resident of the United States, to accept service of process on behalf of Grantor.**

Grantor acknowledges and waives the requirement of customs brokerage charges being billed direct to Grantor or other parties in interest, including receipt of copy of the bill for services or copy of the customs entry from MKC Customs Brokers International, Inc. This waiver shall not prevent direct communication between the Grantor or other parties in interest and MKC Customs Brokers International, Inc.

Grantor further acknowledges that it has read and agrees to MKC Customs Brokers International, Inc.'s Terms and Conditions of Service governing all transactions between the parties, as set forth in the MKC Customs Brokers International, Inc.'s website www.mkcchb.com

IN WITNESS WHEREOF, the said grantor, ⑦ _____ (Print Import Company Name)

has caused these presents to be sealed and signed: Date: ⑧ _____

Signature: ⑨ _____ Print Name: _____ Print Title/Position: _____
(Must be a Corp. Officer)

Witness: ⑩ _____ Print Title/Position: _____
(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 "U.S. Customs Service" 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 for presentation to Customs.

**** MKC CUSTOMS BROKERS INTERNATIONAL, INC.'s TERMS & CONDITIONS LIABILITY LIMIT IS \$50.00 PER ENTRY ****

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Certification Statements

IRS # or SSN# ① _____

Individual, Sole Proprietorship, or Company Name ② _____
(Full Name of Individual, Partnership, Sole Proprietorship, Corporation, or Limited Liability Company)

③ INDIVIDUAL, SOLE PROPRIETORSHIP, PARTNERSHIP CERTIFICATION

CITY _____

COUNTY _____

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)

④ 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 _____, 20____, 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 and was executed in accordance with the laws of the State or Country of Incorporation.

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: _____

Print Signature Name: _____ Print Title/Position: _____