



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

**and
Acknowledgement of Terms and Conditions**

Copyright 1995, National Customs Brokers and Forwarders Association of America, Inc. (Revised 9/23)

7640 MILES DRIVE
INDIANAPOLIS, IN 46231
PHONE: 317-244-9501
FAX: 317-244-9505
WWW.CARGOS.COM

EIN/IRS OR SOCIAL SECURITY NO. (1)

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

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

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

residing or having a principal place of business at _____ (physical address), receiving

electronic communication at _____ (email address), hereby constitutes

and appoints Cargo Services, Inc., its officers, employees, and/or specifically authorized agents, to act for and
(Grantee's Name)

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, including the Customs territory of 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 in connection with the importation, exportation, transportation, of any merchandise in or through the customs 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 required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

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;

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 grantor's 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;

And generally to transact Customs business, including 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 properly be 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, including the waiver of confidentiality requirements to conduct same;

This power of attorney to remain full force and effect until 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 its execution);

Appointment as Forwarding Agent: Grantor authorizes the above Grantee to act within the territory as lawful agent and 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, to transmit export information electronically in reliance on the accuracy of the information provided by Grantor, to endorse or counter-sign weight certifications or tickets provided by grantor or grantor's designee, endorse or negotiate drafts or checks drawn to the order of the grantor or grantor's designee and to appoint forwarding agents on grantor's behalf;

Grantor acknowledges receipt of Cargo Services, Inc. Terms and Conditions of Service governing all transactions between the Parties.
(Grantee's Name)

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.

Grantor hereby certifies that all statements and information obtained in the documentation provided to Grantee relating to exportation are true and correct. Further, Grantor acknowledges that Grantee does not agree to act as the “exporter” for purposes of the U.S. Export Administration Regulations, or any other applicable laws and regulations, and that Grantee shall not be responsible for determining licensing requirements and obtaining licensing authority pursuant to applicable laws and regulations, unless specifically requested in signed writing by Grantor and agreed to in signed writing by Grantee.

Sufficiency of any electronic or other signature below shall be construed according to the laws of the State of _____.

IN WITNESS WHEREOF, the said _____
(Full name of company)

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

(Capacity)(Title) _____ 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 "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,

CORPORATE CERTIFICATION

A "Corporate Certification" is required if someone other than a Corporate Officer signs the POA. A Corporate Officer must sign the Corporate Certificate giving said power to the person signing the POA.

I, _____ . Certify that I am the _____
(name of officer executing the corporate certification) (Title of Officer)

of _____, organized under the laws of the State of _____
(name of corporation) (Indicate State)

that _____ who signed the Power of Attorney on behalf of the
(name of person signing the Power of Attorney)

donor, is the _____ of said corporation; and that said Power of Attorney was
(Title of person signing the Power of Attorney)

duly signed, sealed, (and attest 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. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

Signature

Date

Cargo Services, Inc.

Addendum

(only to be completed if Partnership, Limited Partnership, or Limited Liability Company)

Instructions: Check the applicable box. Complete only the applicable corresponding statement. (Only one statement will apply) For all management structures other than Sole Manager or Sole Member, complete the body of this form to list all other partners, members, managers, and/or directors with authority to bind the firm.

☐ **Partnership** - I, _____ hereby certify that the following persons and/or companies are the general partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____, a General Partnership organized within the State or Country and Province of _____, as follows;

☐ **Limited Liability Company (LLC)** - I, _____ hereby certify that the following persons/entities are all of the members/managers with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____, a Limited Liability Company organized within the State or Country and Province of _____, as follows;

Name	Capacity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(You may list additional partners, members, managers, and/or directors on a separate sheet)

Signature _____

Name _____

Capacity _____

Date _____

Notice: This document is not valid to certify a Limited Partnership Customs Power of Attorney (POA). A copy of the partnership agreement is required to be filed with the POA to certify it valid pursuant to 19 CFR 141.39(a)(2).

List the complete names of all Trade Names, Subsidiary, or Unincorporated divisions that will be permitted under parent company Customs POA

CBP Identification Number	Name	Address	Doing Business Under the laws of the State of	Signature <small>* Must be signed by a corporate officer, member, or partner</small>	Capacity/Title

- Provide complete CBP Identification Number, including suffix
- Provide complete trade name, subsidiary, or unincorporated division.
- Provide the complete address of the company
- Show the State, province, or other jurisdiction doing business under.
- Signature, must be signed by an officer, member, or partner
- Capacity / title of person giving authority

Authorized Signature List of Power of Attorney & Additional Forms Required per Business Entity

Business Entity / POA Length of Validity	List the following on the first line of the POA, as well as in the WITNESS WHEREOF line	Who may sign the POA & Acceptable Titles to List on Capacity Lines	Additional Forms Required
CORPORATION POA is valid until revoked	<p>The legal name of the corporation, including the DBA, if the corporation is doing business as (DBA) another name.</p> <p>Subsidiary: Defined - A wholly-owned subsidiary corporation is considered a stand-alone legal entity. As such, a corporate officer of the subsidiary company must sign the POA.</p> <p>Division: Defined - A division of a corporation is not a stand-alone legal entity. As such, it is more like a "department" of the corporation and has no legal standing of its own. That means a corporate officer of the parent corporation must sign the POA.</p>	<p>President Vice President - authorized to bind the company Secretary - Secretary Treasurer - Assistant Secretary Treasurer CEO Chief Executive Officer CIO Chief Information Officer COO Chief Operation Officer CFO Chief Financial Officer CAO Chief Administrative Officer Chairman (person) or Chairman (person) of the Board General Counsel Controller All other titles should be elevated to the Director of Customs or a licensed broker for review</p>	<p>A "Corporate Certification" is required if someone other than a Corporate Officer signs the POA. A Corporate Officer must sign the Corporate Certificate giving said power to the person signing the POA.</p>
LLC POA is valid until revoked	The legal name of the LLC as registered with the State and the DBA name is the LLC is doing business as (DBA) another name.	<p>Managing Member Manager Director President Member Officer All other titles should be elevated to the Director of Customs, or a licensed broker, for review.</p>	We may request the page(s) of the LLC Operating Agreement that specifies the names and titles of the members of the LLC, and those who are empowered under the Operating Agreement to legally bind the LLC.
PARTNERSHIP (US-Based) POA is valid for 2 years from date of execution	All the names of the partners in the partnership (if all names don't fit on the POA itself, please fill out Attachment Form listing all partners)	<p>Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Attachment Form listing all partners if there is not enough room to list on the POA itself
USA LIMITED PARTNERSHIP (LP) POA is valid for 2 years from date of execution	All the names of the <i>general</i> partners in the LP (if all names don't fit on the POA itself, please fill out Attachment Form listing all <i>general</i> partners of the LP)	<p>General Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Attachment listing all general partners if there is not enough room to list on the POA; also per 19 CFR 141.39(a)(2) a copy of the partnership agreement must accompany the POA
USA LIMITED LIABILITY PARTNERSHIP (LLP) POA is valid for 2 years from date of execution	<p>The legal name of the LLP The Owner's name followed by the DBA name if the company is legally doing business as (DBA) another company name. Your full name The legal name of the company/Individuals name</p>	<p>General Partner or Corporate Officer (refer to Corporation for acceptable titles) All other titles should be elevated to the Director of Customs, or licensed broker, for review.</p>	The part of the Operating Agreement that spells out the individuals who may legally bind the LLP. Per 19 CFR 141.39(a)(2) a copy of the partnership agreement must accompany the POA. We must ask for authority that shows the person signing the POA is authorized to do so by the articles of the partnership, especially for partnerships between corporations.
SOLE PROPRIETORSHIP POA is valid until revoked	The owner's name, followed by the DBA name if the company is legally doing business as (DBA) another company name.	Owner, Sole Proprietor, or Individual	<p>1 document from A & 1 from B; if A is not available, then all 3 from B are required. A - Federal government-issued picture-ID (passport, residence card) B - Social Security card, SS4 Notification of Importer Number, Driver's License, current utility bill.</p>
INDIVIDUAL POA is valid until revoked	Your full name	Self or Individual	<p>1 document from A & 1 from B; if A is not available, then all 3 from B are required. A - Federal government-issued picture-ID (passport, residence card) B - Social Security card, Driver's License, current utility bill.</p>
FOREIGN POA'S OF ANY BUSINESS ENTITY or INDIVIDUAL POA is valid until revoked	The legal name of the Company's/Individual's Name	<p>General Manager or Managing Director - no NRCC needed. Other titles below require NRCC. As s is tant Manager - Officer - Manager Director Deputy Director All titles from the corporate (INC) list All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Non-resident certification is required from corporations except when signed by Gen. Mgr or Managing Director; not required for non-resident individuals. The certification may not be signed by the same person that signed the POA. Proof of the corporate entity or other tangible proof.