



U.S. Customs & Border Protection Power of Attorney
 -- Designation of Forwarding Agent --
Acknowledgement of Terms & Conditions of Service

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(a) I.R.S. / E.I.N. Number: <i>(format: nn-nnnnnnnn)</i>		(b) Business Type: (Check Appropriate Box)
Customs Assigned Importer Number: (Non- Resident Corporations Only) <i>(format: yppppp-nnnnn)</i> <small>If you have exported to the USA before, please provide this number to us, as it is required to act on your behalf.</small>		<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership/LP/LLP
Social Security Number: <i>(format: nnn-nn-nnnn) – USA Individuals only</i>		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual
		<input type="checkbox"/> State Government <input type="checkbox"/> Foreign Government
(4a) Physical Address Type – required by US Customs for new importers: <input type="checkbox"/> Corporate Office <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Retail Location <input type="checkbox"/> Other <input type="checkbox"/> Residence		
Street Address: _____ City, State, Zip/Postal Code/Country _____		
(4b) Mailing Address Type – required by US Customs for new importers: <input type="checkbox"/> Corporate Office <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Business Service Center <input type="checkbox"/> Post Office Box <input type="checkbox"/> Retail Location <input type="checkbox"/> Other <input type="checkbox"/> Residence		
Mailing Address: _____ City, State, Zip/Postal Code/Country: _____		

KNOW ALL PERSONS BY THESE PRESENTS that, (1) _____
 doing business/trading as **(DBA) (2)** _____ under the laws of the State or Country & Province of (3) _____ residing
 or having a principal place of business at **(Physical Address) (4a)** _____

hereby designates and appoints **Mainfreight, Inc.**, its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day at the appropriate Center and in all Customs Ports and in no other name, whether as customs broker, forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means - to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, security filing, certificate, bill of lading, shipper's export declaration, automated export system ("AES") record, manifest, carnet or any other document required by law, regulation or commercial practice in connection with the transportation, importation, exportation and bailment of any merchandise shipped or consigned by or to Grantor; to perform any act or condition, which may be required by law or regulation in connection with such merchandise; to receive such merchandise and inspect and screen such merchandise at discretion or as may be required by law, regulation, and/or commercial practice; to make endorsement on bills of lading conferring authority to transfer title, make entry and 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 in said region or in any other customs region. 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 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 Grantor; to share and release records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to the business of the grantor, with any subsidiaries, divisions and/or specifically authorized agents of Mainfreight, Inc. To issue Powers of Attorney on behalf of Grantor to third party customs brokers, forwarding agents and/or freight forwarders to transact customs and/or freight forwarding business on behalf of the Grantor; to receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States; to accept service of process on behalf of Grantor if the Grantor is a non-resident of the United States; generally to transact at the customhouses in any port any and all customs business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930 – 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; the foregoing Power of Attorney to remain in full force and effect until the date of revocation in writing is duly given to and received by the appropriate Center or Port Director of Customs. If the donor of the Power of Attorney is a partnership, the said Power shall in no case have any force or effect after the expiration of 2 years from the date of its execution. In the execution of this document, it is expressly understood that payment to the grantee, if a broker, does not relieve the Grantor of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if payment is by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker; If the Grantor is a Principal Party in Interest ("PPI") in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export license or other official authorization. If Grantor is a Corporation, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If Grantor is a Limited Liability Company, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If the Grantor is a General partnership, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document. If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

In the execution of this document, it is expressly understood that grantee limits its liability to the extent provided for under law and in accordance with the Mainfreight, Inc.'s Terms and Conditions of Service in effect on the date of service, which include limitations of liability, which are available upon request and found at URL [Mainfreight Terms & Conditions of Service](#) and are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the said (5) _____

(Print the full legal name of either [a] the Corporation or LLC, [b] Individual, or [c] Partnership name and Partner's name(s), or [d] Limited Partnership's name and General Partner's names, or [e] Limited Liability Partnership's name, or [f] Sole Proprietorship's name and dba – if any) All LP and LLP's must attach your full partnership agreement per 19CFR 141.39(a)(2)

has caused these presents to be sealed and signed (Signature)(6): _____

Printed Name (7): _____ Title (8): _____ Date (9): ____/____/20____

The Customs Power of Attorney / Designation of Forwarding Agent – Completion Guidelines:

Thank you for choosing our Customs Brokerage/freight forwarding services. This form consists of four pages – page one is the Power of Attorney itself; page 2 consists of the instructions to complete this form, page 3 is a Non-Resident Corporate Certification required for those companies not located in the USA, and page 4 shows who may sign a power of attorney depending on your type of corporate structure. When the Power of Attorney has been completed, please return all completed pages to us. You may forward it to us via your Mainfreight, Inc. Sales, Key Account Manager, Customer Service Representative, or by scanning/emailing it to us at chb@mainfreightusa.com.

A properly completed Customs Power of Attorney / Designation of Forwarding Agent is required before we can prepare a Customs entry, submit an Importer Security Filing, sign a carnet, or legally file an EEI/AES export declaration on your behalf.

This is a legal document - please complete carefully as follows:

Page 1 of the POA:

- (a) Enter your IRS number (EIN – TIN# or SSN – or Social Security# as applicable). If you are not located in the USA, you will normally be importing under a Customs- assigned importer number. If you have exported to the USA before using a Customs-Assigned-Imported-Number, please let us know that number, as U.S. Customs mandates that we use the one previously assigned to your firm. However, if you do not have, or know, your Customs-Assigned-Importer-Number, you may leave this field blank.
- (b) Check the appropriate business type (Corporation, LLC, LLP, Partnership/LP, Individual, Sole Proprietor, Foreign Government, etc).

(1). **“KNOW ALL PERSONS BY THESE PRESENTS: That”** - Here you enter the full name of the corporation, LLC, individual, partnership, or sole proprietorship. A partnership must include the full names of all partners. You can refer to an attachment listing the names of the partners and return with the Power of Attorney. Unless you are importing as an individual or sole proprietorship, do “not” enter your own name here.

(2). If you operate as a DBA, enter it in the “doing business/trading as” field. Complete this only if you trade under a different name.

(3): **“Under the laws of the State or Country & Province of”** - Enter the State or Country & Province where your head office is located or – more likely- are otherwise incorporated.

(4a) or (4b): **Physical/Mailing addresses** - Enter the address type and physical/ mailing addresses used for your business. The address type is required for new importers specifically, and is required if you have moved or changed your physical/ mailing addresses otherwise.

(5): **In Witness Whereof, the Said:** Type or print the name of the corporation, LLC, individual, partnership/LP/LLP, or Sole Proprietorship. Unless you are importing under your social security number, your name does **not** belong here.

(6): **Signing the POA:** [a] Corporation: Must be a corporate officer specifically empowered under your Articles of Incorporation to grant a POA or sign legal documents on behalf of the corporation. If you are not a corporate officer, a Confirmation of Authority must accompany the POA [19 CFR 141.37]. Contact us for this form if needed. [b] LLC: Must be a Managing Member or other Manager authorized under the terms of the Operating Agreement for the LLC. We may ask for a copy of the Operating Agreement with the names and/or titles of those authorized to do so. [c] Partnership: Any partner authorized to execute the POA. POA's for Limited Partnerships or LLPs must be accompanied by a copy of the partnership agreement per [19 CFR 141.39(a)(2)]. [d] Individual or Sole Proprietorship: The person named in (5) above.

(7): On the line below your signature, place your Printed Name here.

(8): Please place your title here. You must be legally authorized to obligate your Corp/LLC/LLP/LP, or Partnership.

(9): Enter the date in which you signed the POA.

(10): Name of person we can contact for Customs Compliance matters: _____
(if different from the person listed on page 1. If we should contact the same person, so state)

(11): Telephone# & Email Address of Customs Compliance Contact: _____

Page 3 of the POA package: – this is the Non-Resident Corporate Certification form, which must be completed and signed by a Corporate Officer/ Signatory other than the person who signed page 1. This is required for all firms physically located outside of the United States of America.

Please contact us with any questions you may have. Thank you for your business—it is appreciated! *Importing isn't Easy- we just make it easier!*(c)

(To be placed on your company's letterhead, then completed and signed by an officer/signatory **other than** the one who executes the power of attorney)

(this page is required only if your company is not physically located or registered/incorporated in the USA)

NON-RESIDENT CORPORATE CERTIFICATION

I, _____, certify that I am the _____ of _____, organized under the laws of the Country of _____, and 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, 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 Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this ___ day of _____, 20 ___.

Signature:



US Customs Power of Attorney - Designation of Forwarding Agent - Do you know if you can sign legal documents for your company? See guidelines below based on your type of 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 near the bottom of the form	Who may sign the POA? Acceptable Titles For Each Type of Business Entity as per Below: Print Title as indicated on the POA (last line on form)	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. For example - AAA Inc. Inc. is a wholly owned subsidiary of Partial Threads, Inc. A corporate officer of AAA Inc. must sign the POA. The POA is only binding on AAA Inc., not on Partial Threads, Inc.</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. For example - BBB Foods is a division of Partial Threads, Inc. A corporate officer of Partial Threads, Inc must sign the POA. The POA is legally binding for all of Partial Threads, however. In practice, operationally Partial Threads Inc may wish to restrict clearance to that particular division. In this instance, the POA should only be approved for the two-digit suffix of the IRS# for the individual business as is authorized by the POA from Partial Threads, Inc.</p>	<p>President Vice President - authorized to bind the company I.E. - V.P. Finance, V.P. Customs, V.P. Logistics 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 "Confirmation of Authority" form is required if someone other than a Corporate Officer signs the POA. A Corporate Officer must sign the Confirmation of Authority giving said power to the person signing the POA. We may request this "Confirmation of Authority" if the person who signed the Power of Attorney has a title that is different from one listed in the "Acceptable Titles" column to the left.</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	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>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. <input type="checkbox"/></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	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.
INDIVIDUAL POA is valid until revoked	Your full name	Self or Individual	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.
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. Assistant 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 (e.g. corporate website - does one exist? Stock ticker I.D. information, or similar proof of existence is required).