

## CUSTOMS POWER OF ATTORNEY

Check Appropriate:  Individual  Partnership  Corporation  Sole Proprietorship  Limited Liability Company

Federal ID or SS# \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
(Full name of person, partnership, or corporation, or sole proprietorship)

doing business as a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_

and County of \_\_\_\_\_, residing at, or having its business mailing address at

\_\_\_\_\_ hereby constitutes and appoints

**Maribel International Freight Forwarders, Inc., 211 Broadway, Suite 202, Lynbrook, NY 11563,  
its officers, employees and/or specifically authorized agents, to act for and on its behalf**

as true and lawful agent and attorney of the grantor for and in the name, place, and stead of said grantor from this date and in all Customs Districts, 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 other document required by law or regulation in connection with the importation, transportation or exportation of any merchandise 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; to receive any merchandise deliverable to said grantor;

To transmit the required Importer Security Filing ("ISF") data elements to CBP through an approved manifest electronic data system, and to update all filings, as necessary. Grantor hereby agrees that it shall be solely responsible for the accurate and complete delivery of data to grantee sufficiently in advance of the time of filing and that grantor shall bear primary responsibility for the accuracy of all ISF data. Grantee may, in its sole discretion, refuse to transmit ISF data received untimely from grantor. Grantor hereby indemnifies and holds grantee harmless from any and all penalty or liquidated damage claims relating to the ISF data;

To make endorsements on bills of lading conferring authority to transfer title, make entry and collect drawback, and to make, sign, declare, or swear to any statement, certificate, 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 document is intended for filing in any customs district;

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 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 said grantor;

Authorize Customs Brokers duly licensed within the territory to act as grantor's agent; to receive invoices and entry(ies) from the same; If engaged on behalf of, but not directly by grantor, authorizes the release of entry and entry related documents to the engaging agent;

To authorize other Customs Brokers 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, or 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 of effect after the expiration of 2 years from the date of its execution;

Appointment as Forwarding Agent: grantor authorizes the above grantee to act within the territory as lawful agent to sign or endorse export documents (i.e., commercial invoices, bills 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 and to appoint forwarding agents on grantor's behalf;

Grantor agrees that a photocopy, electronic copy or facsimile of a duly executed original of this power of attorney shall have the same force and effect as such original, and that any person receiving such a photocopy, electronic copy or facsimile may act hereunder as if such person had received the original;

Grantor acknowledges that all acts undertaken or services provided by grantee on behalf of grantor or in furtherance of grantor's business, shall be governed by grantee's terms and conditions of service, a copy of the terms initially in effect on the date that this power is granted is hereby acknowledged and the terms of which are incorporated herein by reference and which terms may be subsequently modified by inclusion with or referenced on grantee's invoices to grantor, or upon other written notice;

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.

**IN WITNESS WHEREOF**, the said (Print Name) \_\_\_\_\_ has caused these presents to be sealed and signed: (Signature) \_\_\_\_\_

(Capacity/Title) \_\_\_\_\_ **Contact Tel. No.:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INDIVIDUAL OR PARTNERSHIP CERTIFICATION \*(Optional)**

CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, residing at \_\_\_\_\_,

personally known or sufficiently identified to me, who certified that (he/she/they) (is/are) the individual(s) who executed the foregoing instrument and acknowledge(s) it to be free act and deed.

(Notary Public) \_\_\_\_\_

**CORPORATE CERTIFICATION \*(Non-Resident Corporations)**

(To be made by an officer 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 \_\_\_\_\_

Country of \_\_\_\_\_, and that \_\_\_\_\_,

who signed this power of attorney on behalf of the grantor, 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 \_\_\_\_\_, \_\_\_\_\_, 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)

(Notary Public) \_\_\_\_\_

If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes or other debts owed to 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 "U.S. Customs and Border Protection" only if Entry is filed in the Port of New York/Newark, to be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance for details regarding this payment method.