DO NOT USE THIS PAGE OR COMPLETE THIS PAGE THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY

Federal Tax ID (EIN) Number:	***(1)***		***(3)***	CHECK APPROPRIATE SPACE INDIVIDUAL
Customs Bond No:***				PARTNERSHIP CORPORATION / LLC SOLE PROPRIETORSHIP
KWE LOC Cust Code_	YOU MUS	T USE CAPS LOCK PLETE THIS FORM	*** (4) *** TO	C-TPAT STATUS Yes, I am a C-TPAT member SVI No No, I am not a C-TPAT memb
Know all men by these presents: That,				
		***** (5) ******** Partnership, or Corporation, or S	Sole Proprietorsh	ip (identify)
a corporation doing business under the la	ws of the state of	*** (6) ***	or a	*** (7) ***
doing business as **** (8)****	residing at	*** (9) ***	<u>*</u>
Districts, and in no other name, to mak any entry, withdrawal, declaration, certifiling or other document required by law importation, transportation or exportationsigned by or to said grantor, to perfor required by law or regulation in connection any merchandise deliverable to said grantor. To make endorsements on bills of little, make entry or collect drawback, arrany statement, supplemental statement certificate of delivery, certificate of manufacturing drawback entry, declaration of exporte affidavit or document which may be drawback purposes, regardless of whistatement, schedule, certificate, abstract	ficate, bill of lading, carnet, secu- or regulation in connection with on of any merchandise shipped m any act or condition which may on with such merchandise; to rec- tor; ading conferring authority to tran- id to make, sign, declare, or sweat c, schedule, supplemental sched nufacture, certificate of manufac- records, declaration of proprietor er on drawback entry, or any or required by law or regulation mether such bill of lading, sw	trity To sign and a necessary or required for clearing, lading, by be conveyance owner of authorize endorse and collective and collective to the United States, ule, And generally ture all Customs busing the concerned or interpretation of the concerned or interpretation authority to do an agent and authority to do an accessive or required for authority to do an accessive or required for the concerned or interpretation authority to do an accessive or required for the concerned or interpretation and the concerned or interpretation	swear to any doc ired by law or r unlading, or op d or operated by other customs be et checks issued be surer of the Unit to accept service y to transact at the ass, including me the Tariff Act of rested and which attorney, giving nything whatever	ntry of merchandise; cument and to perform any act that may be regulation in connection with the entering, peration of any vessel or other means of said grantor; rokers to act as grantor's agent; to receive, for customs duty refunds in grantor's name, ted States; if the grantor is a non-resident of e of process on behalf of the grantor; ne Customs Houses in any district, any and naking, signing, and filing of protest under 1930, in which said grantor is or may be in may properly be transacted or performed to said agent and attorney full power and requisite and necessary to be done in the recould do if present and acting, hereby
document is intended for filing in any cu To sign, seal and deliver for and required by law or regulation in connec imported merchandise or merchandise drawback, or in connection with the e navigation of any vessel or other means said grantor, and any and all bonds w In witness whereof, the said (Compa	stoms district; as the act of said grantor any b tion with the entry or withdrawa exported with or without benefi- entry, clearance, lading, unlading of conveyance owned or operated which may be voluntarily given	ratifying and cond ond by virtue of these l of force and effect us t of duly given and re g or this power of atto l by any force or affe and execution;	Firming all that the presents; the formula *** (11) *** ceived by a Distorney is a partner act after the exp	ne said agent and attorney shall lawfully do regoing power of attorney to remain in full or until notice of revocation, in writing is trict Director Of Customs. If the donor of rship, the said power shall in no case have piration of two years from the date of its
has caused these presents to be seale				
				Date***(16) ***
Witness:				
		(Corporate Seal - Optional	l)	

Please Note

- 1. 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 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 and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
- 2. Grantor certifies they have the Right to Make Entry and waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
- 3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program

Customs Power of Attorney for U.S. Resident Companies and Individuals



KWE Customs Brokerage Headquarters and Compliance 18450 S. Wilmington Avenue, Rancho Dominguez, CA 90220

To: KWE Import Client

- A. Please fill out the attached power of attorney form following the instructions below. Pursuant to U.S. Customs Regulations, KWE cannot begin the Customs Brokerage process until correctly executed Power of Attorney is received in our office.
- B. Return the completed and signed Customs Power of Attorney and all credit documents to the KWE Branch. WE will activate your account in our Customs ABI system within 24 hours of validation of all required information.
- C. Customs regulations require that a POA sent via email must be sent directly from the Granter to the Customs Broker. POA's received via third party cannot be accepted. A POA sent via email is deemed "original document" and clients are no longer required to forward hard-copy ink-signed documents by post or courier (Customs Ruling HQ 115616).
- D. Thank you for your time in this matter and please do not hesitate to contact us if there is a question.

INSTRUCTIONS FOR COMPLETING A POWER OF ATTORNEY

(The numbers below correspond to the field numbers of the attached Sample Power of Attorny)

- 1) Partnerships, Corporations and Sole Proprietorships enter their IRS Tax I.D. number. Individuals or Sole Proprietors without a tax I.D. number enter their Social Security number.
- 2) If you have a Continuous Surety Bond with Customs, enter the number here. If you are not sure or do not know the number, leave blank.
- 3) Check appropriate space. If a limited partnership, Customs Regulations require that you provide a copy of the partnership agreement as an addendum to this power of attorney.
- 4) Check appropriate space to indicate your C-TPAT status. If you are a C-TPAT member, please provide your SVI number here.
- 5) Full name of individual, or if a partnership, full name of **all partners**. If a limited partnership, the firm name and names of **all general partners**. Attach as addendum, if necessary. For corporations, the full name as it appears on corporate records. Unincorporated divisions of a corporation should enter the name of the incorporated parent here.
- 6) Partnerships and individuals leave blank. Corporations enter the name of state, province or foreign country of incorporation.
- 7) Complete as Individual, Partnership, Sole Proprietorship or Unincorporated Association. Corporations should leave blank.
- 8) Fictitious name, complete with trade name or fictitious business name you are operating under (DBA for Sole Proprietorship, trade name of incorporated division, etc.)
- 9) For individuals only, your place of residence.
- 10) For all others, your business address.
- 11) If desired, enter an expiration date. Leaving this field blank requires formal notice of revocation
- 12) The name of the granter(s). For a partnership, either the names of each of the general partners or the partnership name, if registered to do business under that name with the state. For individuals, enter your name.
- 13) Signature of the person executing the power of attorney MUST BE IN INK. Digital or mechanically reproduced images of signatures are NOT ACCEPTABLE.
- 14) Capacity of person signing the power of attorney (Individual, Owner, Partner or Corporate Title). Please refer to the accompanying pages that identifies the titles of persons generally authorized to bind the Granter under a Power of Attorney. Please note that if the Granter is an LLC or Partnership, additional documents, such as a copy of the Partnership Agreement, Articles of Formation, or LLC last filed Annual Report evidencing the signer's authority to bind the granting party under Power of Attorney must be provided.
- 15) Printed name of the person who signed the Power of Attorney
- 16) Date the Power of Attorney was signed
- 17) Signature of the person who witnessed the Power of Attorney being signed (optional)

Please Note

- 1. 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 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 and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
- 2. Grantor certifies they have the Right to Make Entry and waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
- 3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
- 4. The signatory hereby acknowledges having received a copy of KWE's Service Repayment Agreement



GUIDE TO POWER OF ATTORNEY SIGNERS for U.S. Resident Companies or Individuals

Corporate officers are executives appointed by a business or its board or its directors to manage the day-to-day operations of the business.

Of significance to the Customs Power of Attorney is that the title declares that the officer has the authority to legally bind the business.

Titles vary based upon entity/business type, federal, and state law. Customs regulations pertaining to acceptable titles have not been updated since 1986 and during that time commonly used business forms and titles have changed.

The included table summarizes titles which generally evidence authority to sign a Customs Power of Attorney on behalf of the Importer / Granter.

Title Legend

✓	Title is recognized by CBP.
\checkmark	Title is recognized by other federal agencies but is not binding on CBP.
•	Recommended that if you are going to accept this title, you request supporting documentation.
×	Generally not acceptable.

This guide presents best advice based upon available authority some of which is not binding on CBP. Additional documentation to validate the authority of the signer to bind the granter under a Power of Attorney may be required.

Partnerships must provide a copy of their Articles of Formation or Partnership Agreement.

LLC's must provide a copy of their last filed Annual Report identifying all members.

If you have any questions regarding the validity of a Customs Power of Attorney, please contact the KWE Corporate Trade & Compliance Group.

	Corporation	Limited Liability Company	General Partnership	Limited Partnership	Limited Liability Partnership	Sole Proprietorship	Individual	Trust
President	1	√ 4	×	×	×	√	×	×
Vice President	√ 2	√ 4	×	×	×	×	×	×
Secretary	√ 3	√ 4	×	×	×	×	×	•
Executive Secretary	√ 4	•	×	×	×	×	×	•
Treasurer	√ 5	√ 4	×	×	×	×	×	•
CFO	√ 6	\checkmark	×	×	×	√	×	×
CEO	7	\checkmark	×	×	×	\checkmark	×	×
COO	√ 8	\checkmark	×	×	×	\checkmark	×	×
Chairman of the Board or Chairman	√ 9	•	×	×	×	×	×	×
Member	×	\checkmark	×	×	×	×	×	×
Managing Member	×	√ 10	×	×	×	×	×	×
Manager	×	√ 11	×	×	×	×	×	×
General Manager, Manager Foreign Business	√ 12	√ 13	×	×	×	×	×	×
Owner	×	\checkmark	×	×	•	\checkmark	\checkmark	×
Principal	×	\checkmark	•	×	×	✓	✓	×
Partner	×	×	√ 14	×	×	×	×	×
General Partner 15 A copy of the partnership agreement must accompany the power of attorney.	×	×	×	√ 16	√	×	×	×
Director Foreign Business	√ 17	√ 18	×	×	•	•	×	×
Managing Director Foreign Business	√ 19	√ 20	×	×	•	√	×	×
Individual	×	×	×	×	×	√	√	×
Trustee	×	×	×	×	×	×	×	√ 21
Shareholder	×	×	×	×	×	×	×	×
Legal Officer Foreign Business	√ 22	√ 23	\checkmark	√	√	√	×	•

Customs Power of Attorney

for U.S. Resident Companies and Individuals
YOU MUST USE CAPS LOCK
TO COMPLETE THIS FORM

Federal Tax ID (EIN) Number:	PARTNERSHIP CORPORATION / LLC SOLE PROPRIETORSHIP
Customs Bond No:	C-TPAT STATUS Yes, I am a C-TPAT member
KWE LOC Cust Code	No, I am not a C-TPAT member
Know all men by these presents: That,	
(Full Name of Person, Partners	hip, or Corporation, or Sole Proprietorship (identify)
a corporation doing business under the laws of the state of	or a
doing business as_	residing at
having an office and place of business at	
Dominguez CA 90220 and it's family of companies including compounds., which may act through any of its licensed officers and employed 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 all Customs Districts, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet, security filing or other document required by law or regulation in connection with the	accepted under applicable laws and regulations, consignees 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,
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 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 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, unlading 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	clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor; 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 non-resident of the United States, to accept service of process on behalf of the grantor; And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest 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 or until notice of revocation, in writing is duly given and received by a District Director Of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or affect after the expiration of two years from the date of its execution;
In witness whereof, the said (Company Name)	
has caused these presents to be sealed and signed: (Signature)	
Capacity Print Name	
Witness:	
	eal - Optional)

Please Note

- 1. 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 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 and Border Protection," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
- 2. Grantor certifies they have the Right to Make Entry waives the confidential requirements under 19CFR111.24 and authorizes Grantee to share information with related companies to permit the facilitation of business at the offices of the Grantee and its related companies. Information contained in these records will be disclosed only to Grantee and related companies unless required by regulation or if requested in writing by Grantor.
- 3. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program

CHECK APPROPRIATE SPACE:

___ INDIVIDUAL

kintetsu world express (U.S.A.), Inc.





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 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. Payments are due and payable to Customs not later than the 10th day following entry.

As KWE processes shipments on your behalf, KWE will issue invoices at the time all "regular" charges (collect freight charges, estimated Customs duties, estimated delivery charges, KWE service fees, etc...) are known. Unless otherwise negotiated, KWE will not hold invoices pending the arrival of vessels, or those pending Customs clearance. Should there be any additional or irregular charges (such as an exam fees, storage, etc...) after the original invoice is issued, we will send a supplemental invoice to you with all appropriate back up attached.

Consistent with Customs programs relating to the payment of estimated duties and taxes, clients will have the option of choosing one of three methods of duty processing for their shipments. Please check the field to indicate your preferred Customs duty payment option:

Signature		Printed Name & Title
Company Name	· :	Date
behalf, sign belo	ow where indicated and then return this form to yo charge) that wish to establish their own ACH Paye	which duty option you wish KWE to perform on your our local KWE branch for processing. KWE will assist a Account or wishing to participate in the Periodic is not returned, you will automatically be set up for
shipments (rega	eed their credit terms or limits will be subject to t urdless of their preferred payment method) until t s subject to a 0.5% per month fee as provided in o	heir accounts are brought current and outstanding
	Duty Payment account. This payment process of	o pay Customs duties direct utilizing their own ACH can also be combined with the Periodic Monthly of estimated Customs duty made by the client is deferred month after the shipment is released.
	Option 1 – KWE Advances all estimated duty particles that request KWE to advance all duties of Advance Fee (with a minimum of \$20) against e	on their behalf will be assessed a 5% Customs Duty Cash



Periodic Monthly Statement Authorization Sheet

Is your company an ac	tive ACE Portal participant:
Yes	No
Is your company an ac	tive C-TPAT participant:
Yes	No
SVI#	
Name:	nt Manager Contact Information (If applicable):
	npany EIN or IRS (#'s) authorized for participation in statement Duty Deferral program
Company Name:	
Company EIN/IRS#(S):
authorization sheet as above listed company	mpletion of this periodic monthly statement Kintetsu World Express' authorization to enroll the & associated IRS/EIN in the Periodic Monthly al program under a "Payment Type 6 or 7 – Broker/
Company Name:	
Title:	
Printed Name:	
Signature:	Date:
Please return completed a	uthorization form by email attachment to

Customs_Compliance_Group@am.kwe.com

Kintetsu World Express (U.S.A.), Inc.

Service/Repayment Agreement

The undersigned client agrees to engage Kintetsu World Express (U.S.A.), Inc. (hereinafter called "KWE") in its capacity as an International Logistics Provider under the terms and conditions set forth in this Service/Repayment Agreement ("Agreement").

- 1.01 KWE, upon receipt of complete shipping documents, or client's written or oral request, will perform the normal and customary functions of an International Logistics Provider on behalf of the client.
- 1.02 In performing such services, KWE may, at its election, disburse funds in payment of customs duties, service bonds, carrier's charges and other normal and customary expenses incurred in performing its services ("Advances"). Client shall reimburse KWE for all Advances. KWE may also require payment of a deposit before undertaking or continuing any services or making any Advances or may at any time refuse to undertake or continue to perform services or make Advances without prior payment. All Advances are subject to KWE's current percentage fee schedule, available upon request.
- 1.03 In consideration for KWE's performing services on behalf of client, including making Advances, client agrees to pay for KWE's services, and anticipated Advances, prior to KWE's performing services or advancing funds unless client has established credit as stated in 1.06.
- 1.04 If payment is not timely made as provided for in this Agreement, any or all other unpaid accounts that client has with KWE may, at KWE's option, be declared and become fully due and payable immediately.
- 1.05 In the event of any default by client of its payment obligations, client agrees to pay reasonable collection costs and in the event the client account is referred to any attorney or collection agency for enforcement of collection, to pay reasonable attorney's fees and costs related to the collection of client's delinquent account.
- 1.06 If KWE extends credit to client, client agrees to pay all fees shown on KWE's invoice upon receipt by the client. Unpaid balances will be deemed delinquent after 30 days and subject to an annual finance charge of 6%, computed and invoiced monthly.
- 1.07 As KWE processes shipments on client's behalf, KWE will issue timely invoices for all standard charges including but not limited to freight charges, estimated customs duties, estimated delivery charges, and KWE service fees. Unless otherwise negotiated, KWE will not hold invoices pending the arrival of vessels or invoices pending customs clearance. Should there be any non-standard charges after the original invoice is issued, including but not limited to exam fees and storage fees, KWE will send a supplemental invoice to client with all appropriate back up attached for such non-standard charges.
- 1.08 Client warrants and represents that the information given on this application for credit is true and correct.
- 1.08 Client grants KWE a security interest in any property of client which is, has been, or will be KWE's possession or control, until full payment is made on any unpaid balance client owes KWE, and authorizes KWE to retain the property, or stop it in transit, to secure full payment.
- 1.09 This Agreement shall be a continuing agreement but may be terminated at any time by client or KWE, upon 30 days' written notice, provided that any obligations related to unpaid or delinquent fees shall continue until paid.
- 1.10 Client further agrees that this Agreement is to be governed by the laws of the State of New York, and the parties irrevocably submit to the exclusive jurisdiction and venue of the federal or state courts in New York, waiving any objection that they may now or hereafter have to venue or convenience of forum.
- 1.11 Client agrees that all business handled by KWE is subject to the terms and conditions as set forth in the applicable bill of lading (air, ocean, truck, etc.) associated with the shipment. Such terms and conditions are referenced and incorporated into this Agreement as if fully set forth herein. In the event of a conflict between this Agreement and the applicable bill of lading, this Agreement will govern.
- 1.12 Client agrees that KWE's liability will be limited in accordance with the limitations of liability in the applicable convention (Montreal, Hague Visby, etc.). Client further agrees that KWE's liability for customs brokerage services will be limited to \$50.00 per entry.
- 1.13 Client acknowledges that KWE will review client's credit standing and grants permission to KWE to contact references and obtain credit reporting or similar information to verify client's credit standing.

1.14 Other mutually agreed repayment terms are as follows, s	Other mutually agreed repayment terms are as follows, superseding all of Section 1.06 except the finance charge issue:						
1.15 In the event any payment is returned "insufficient funds" client agrees to pay a \$50.00 insufficient funds fee (per check).							
DATE APPROVED AND ACCEPTED:	DATE APPROVED AND ACCEPTED:						
CLIENT:	KINTETSU WORLD EXPRESS (U.S.A.), INC.						
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:						
PRINT NAME:	PRINT NAME:						
TITLE:	TITLE:						



Kintetsu World Express (U.S.A.), Inc.

Credit Application

Please complete the information below or attach Company credit information sheet.

DATE:	_				
COMPANY NAME:		D&B#:			
BUSINESS ADDRESS:		CITY:			
ZIP CODE:TELE	EPHONE#:	F	FAX#:		
CHECK ONE:CORPO	RATION	SOLE PROPRIETORSHIP	PARTNERSHIP	LLC	
FEDERAL TAX ID NUMBER FOR COR	PORATION (OR) S	OCIAL SECURITY NUMBER:	:		
PRIMARY CONTACT PERSON:		TITLE	<u>:</u>		
CORPORATE PRESIDENT:		PARTNER:	SS#:		
CORPORATE SECRETARY:		PARTNER:	SS#:		
CORPORATE TREASURER:		PARTNER:	SS#:		
BANK REFERENCE:					
BANK NAME:		ADDRESS:			
CITY:		STATE:	ZIP CODE:_		
ACCOUNT#:	ACCOUNT	#:	ACCOUNT#:		
CONTACT PERSON:		TITLE:		_	
TELEPHONE #:	FAX	NUMBER #:		_	
CREDIT REFERENCES:					
1) COMPANY NAME:		ADDRESS:			
CITY:	_	STATE:	ZIP CODE:		
TELEPHONE #:	FAX	NUMBER #:		_	
2) COMPANY NAME:		ADDRESS:			
CITY:	_	STATE:	ZIP CODE:		
TELEPHONE #:	FAX	NUMBER #:		_	
3) COMPANY NAME:		ADDRESS:			
CITY:		STATE:	ZIP COI	DE:	
TELEPHONE #:	FAX	NUMBER #:		<u></u>	