

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

Federal Tax ID (EIN) Number: _____ ***** (1) *****

Customs Bond No: _____ ***** (2) *****

KWE LOC _____ Cust Code _____

CHECK APPROPRIATE SPACE:

_____ **INDIVIDUAL**
_____ **PARTNERSHIP**
_____ **CORPORATION / LLC**
_____ **SOLE PROPRIETORSHIP**

***** (4) *****

C-TPAT STATUS

_____ Yes, I am a C-TPAT member
_____ SVI No. _____
_____ No, I am not a C-TPAT member

**YOU MUST USE CAPS LOCK TO
COMPLETE THIS FORM**

Know all men by these presents: That,

******* (5) *******

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ ***** (6) ***** or a _____ ***** (7) *****

doing business as _____ ***** (8) ***** residing at _____ ***** (9) *****

having an office and place of business at _____ ******* (10) *******

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

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 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

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, 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 ***** (11) ***** 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) _____ ******* (12) *******

has caused these presents to be sealed and signed: (Signature) _____ ******* (13) *******

Capacity _____ ******* (14) ******* Print Name _____ ******* (15) ******* Date _____ ***** (16) *****

Witness: _____ ******* (17) *******

(Corporate Seal - 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

Customs Power of Attorney for Non- 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.** KWE 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 Attorney)

- 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.



CORPORATE TRADE & COMPLIANCE GROUP (CTCG)
18450 S. Wilmington Avenue, Rancho Dominguez, CA 90220
Customs_Compliance_Group@am.kwe.com

**Notification for Service of Process on Behalf of a Nonresident Corporation
and Duty Cash Advance Fee Schedule**

Dear Nonresident Importer:

In accordance with United States Code of Federal Regulations 19 CFR §141.18:

A nonresident corporation (i.e., one which is not incorporated within the Customs territory of the United States or in the Virgin Islands of the United States) shall not enter merchandise for consumption unless it:
(a) Has a resident agent in the State where the port of entry is located who is authorized to accept service of process against such corporation...

In consideration of the foregoing, upon validating and acceptance of the Non-Resident Customs Power of Attorney form, in accordance with Customs regulations, KWE shall be deemed as agent for the exclusive purpose of accepting Service of Process.

In the event that any U.S. Customs & Border Protection (CBP) communication is received by KWE as your designated agent for Service of Process, KWE shall immediately convey such message, notification, or documents we receive by the quickest means possible, as we deem appropriate, to the officer at the address indicated who executed the Power of Attorney. We will make every effort to ensure that all communications or papers served upon us by CBP are dispatched to you, that all responses provided by you are transmitted to U.S. Customs in a prompt and timely manner, and will make reasonable efforts to confirm the communications sent to all parties has in fact been received.

The extent of Kintetsu World Express (USA) Inc.'s representation as U.S. Agents on your behalf before CBP are restricted to the activities involving communication to or from the CBP as described in the preceding two paragraphs, and those as outlined on the Power of Attorney. KWE assumes no responsibility or liability for the content of any such communications from U.S. Customs nor any response provided by your company. Further KWE does not warrant or guarantee any outcome resulting from the same.

In addition, as KWE will be required to advance Customs duties on your behalf, the following cash advance fees will be applied:

Duties of \$100 – \$100,000 are assessed a cash advance fee of 3% with a minimum of \$20.00

Duties of \$100,001 - \$250,000 are assessed a cash advance fee of 4%

Duties exceeding \$250,001 are assessed a cash advance fee of 5%

These fees will not be applied to your company if you can make arrangements to pay Customs duties and fees direct.

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

Martin Zima

Sr. Vice President – Corporate Compliance



GUIDE TO POWER OF ATTORNEY SIGNERS for U.S. and Non 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.
✓	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	✓	✗	✗	✗	✓	✗	✗
CEO	✓ ⁷	✓	✗	✗	✗	✓	✗	✗
COO	✓ ⁸	✓	✗	✗	✗	✓	✗	✗
Chairman of the Board or Chairman	✓ ⁹	●	✗	✗	✗	✗	✗	✗
Member	✗	✓	✗	✗	✗	✗	✗	✗
Managing Member	✗	✓ ¹⁰	✗	✗	✗	✗	✗	✗
Manager	✗	✓ ¹¹	✗	✗	✗	✗	✗	✗
General Manager, Manager Foreign Business	✓ ¹²	✓ ¹³	✗	✗	✗	✗	✗	✗
Owner	✗	✓	✗	✗	●	✓	✓	✗
Principal	✗	✓	●	✗	✗	✓	✓	✗
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	✓	✓	✓	✓	✗	●

Customs Power of Attorney for

Non-Resident Companies and Individuals

**YOU MUST USE CAPS LOCK
TO COMPLETE THIS FORM**

CHECK APPROPRIATE SPACE:

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION / LLC
☐ SOLE PROPRIETORSHIP

Federal Tax ID (EIN) Number: _____

Customs Bond No: _____

KWE LOC _____ Cust Code _____

C-TPAT STATUS

☐ Yes, I am a C-TPAT member
SVI No. _____
☐ No, I am not a C-TPAT member

Know all men by these presents: That,

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of country _____ or a _____

doing business as _____ residing at _____

having an office and place of business at _____

hereby constitutes and appoints *Kintetsu World Express (U.S.A.), Inc., a corporation located at 18450 S. Wilmington Avenue, Rancho Dominguez CA 90220 and it's family of companies including companies related to, controlled by, or owned by Kintetsu World Express, Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

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 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

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, 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 _____ Date _____

Witness: _____

(Corporate Seal - 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.

FOREIGN CORPORATE CERTIFICATION

(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 Country 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 _____, 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.

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)

* 19 CFR 141.37 If a nonresident corporation has not qualified to conduct business under state law in the state in which Customs district the agent is empowered to perform the delegated authority, the power of attorney shall be supported by documentation establishing the authority of the grantor designated to execute the power of attorney on behalf of the corporation.