

**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

**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 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.** 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.
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- 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.
✓	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	✓ <sup>1</sup>	✓ <sup>4</sup>	✗	✗	✗	✓	✗	✗
Vice President	✓ <sup>2</sup>	✓ <sup>4</sup>	✗	✗	✗	✗	✗	✗
Secretary	✓ <sup>3</sup>	✓ <sup>4</sup>	✗	✗	✗	✗	✗	●
Executive Secretary	✓ <sup>4</sup>	●	✗	✗	✗	✗	✗	●
Treasurer	✓ <sup>5</sup>	✓ <sup>4</sup>	✗	✗	✗	✗	✗	●
CFO	✓ <sup>6</sup>	✓	✗	✗	✗	✓	✗	✗
CEO	✓ <sup>7</sup>	✓	✗	✗	✗	✓	✗	✗
COO	✓ <sup>8</sup>	✓	✗	✗	✗	✓	✗	✗
Chairman of the Board or Chairman	✓ <sup>9</sup>	●	✗	✗	✗	✗	✗	✗
Member	✗	✓	✗	✗	✗	✗	✗	✗
Managing Member	✗	✓ <sup>10</sup>	✗	✗	✗	✗	✗	✗
Manager	✗	✓ <sup>11</sup>	✗	✗	✗	✗	✗	✗
General Manager, Manager Foreign Business	✓ <sup>12</sup>	✓ <sup>13</sup>	✗	✗	✗	✗	✗	✗
Owner	✗	✓	✗	✗	●	✓	✓	✗
Principal	✗	✓	●	✗	✗	✓	✓	✗
Partner	✗	✗	✓ <sup>14</sup>	✗	✗	✗	✗	✗
General Partner <sup>15</sup> A copy of the partnership agreement must accompany the power of attorney.	✗	✗	✗	✓ <sup>16</sup>	✓	✗	✗	✗
Director Foreign Business	✓ <sup>17</sup>	✓ <sup>18</sup>	✗	✗	●	●	✗	✗
Managing Director Foreign Business	✓ <sup>19</sup>	✓ <sup>20</sup>	✗	✗	●	✓	✗	✗
Individual	✗	✗	✗	✗	✗	✓	✓	✗
Trustee	✗	✗	✗	✗	✗	✗	✗	✓ <sup>21</sup>
Shareholder	✗	✗	✗	✗	✗	✗	✗	✗
Legal Officer Foreign Business	✓ <sup>22</sup>	✓ <sup>23</sup>	✓	✓	✓	✓	✗	●

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

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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 the state of \_\_\_\_\_ 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)

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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

# 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 10<sup>th</sup> 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:

## **Option 1 – KWE Advances all estimated duty payments**

\_\_\_\_\_ Clients that request KWE to advance all duties on their behalf will be assessed fee based on the following schedule:

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%

## **Option 2 – Duty Paid Direct by Importer**

\_\_\_\_\_ Clients can avoid duty advance fee by electing to pay Customs duties direct utilizing their own **ACH Duty Payment** account. This payment process can also be combined with the **Periodic Monthly Statement** processing program where payment of estimated Customs duty made by the client is deferred up to the 15th business day of the next calendar month after the shipment is released.

**Clients that exceed their credit terms or limits will be subject to the applicable cash advance fee against current shipments (regardless of their preferred payment method) until their accounts are brought current and outstanding balances will be subject to a 0.5% per month fee as provided in our Service Repayment Agreement.**

At this time we ask that you please complete the above by noting which duty option you wish KWE to perform on your behalf, sign below where indicated and then return this form to your local KWE branch for processing. KWE will assist clients (free of charge) that wish to establish their own ACH Payer Account or wishing to participate in the Periodic Monthly Statement program. If no option is checked or if this form is not returned, you will automatically be set up for option 1.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



Periodic Monthly Statement Authorization Sheet

Is your company an active ACE Portal participant:

Yes \_\_\_\_\_ No \_\_\_\_\_

Is your company an active C-TPAT participant:

Yes \_\_\_\_\_ No \_\_\_\_\_

**SVI#** \_\_\_\_\_

**Customs Account Manager Contact Information (If applicable):**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Please indicate the company EIN or IRS (#'s) authorized for participation in the Periodic Monthly Statement Duty Deferral program

Company Name: \_\_\_\_\_

Company EIN/IRS#(S): \_\_\_\_\_

Please consider the completion of this periodic monthly statement authorization sheet as Kintetsu World Express' authorization to enroll the above listed company & associated IRS/EIN in the Periodic Monthly Statement Duty Deferral program under a "Payment Type 6 or 7 – Broker/Importer Statement".

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return completed authorization form by email attachment to  
Customs\_Compliance\_Group@am.kwe.com