

**Customs Power of Attorney**  
And Acknowledgment of Terms and Conditions

**CHECK APPROPRIATE SPACE:**

IRS or S/S#: \_\_\_\_\_

Customs Bond No: \_\_\_\_\_

KWE LOC \_\_\_\_\_ Cust Code \_\_\_\_\_

- \_\_\_\_ 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

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 (USA), 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 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 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)

- 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 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.
  2. The corporate seal is optional and may be omitted.
  3. For corporations, this form must be signed by a Corporate Officer.