

CUSTOMS (Import/Export) POWER OF ATTORNEY



(1) Check appropriate box:

LLC	☐	Corporation	☐
Individual	☐	Sole Proprietorship	☐
General	☐	Other (Specify)	☐
Partnership			
Limited Partnership	☐		

(2) EIN / SS Number: _____ (3) Importer Account Number(s): _____

(4) Know all persons by these presents that, _____ (Grantor)
Full Name (as registered with the EIN/SS#) of Corporation, Individual, LLC, Partnership, or Sole Proprietorship

(5) a corporation doing business under the laws of the State or Country and Province of _____

(6) or a _____ (LLC, Individual, General/Limited Partnership, Sole Proprietorship)

(7) doing business as _____

(8) residing or having a principal place of business at _____

hereby constitutes and appoints **UPS SUPPLY CHAIN SOLUTIONS, INC.** (Grantee) a wholly owned subsidiary of United Parcel Service, Inc., Delaware, its successors or assigns, through their officers, employees, and/or specifically authorized agents specifically authorized to act for such corporation 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 day and in all U.S. Customs and Border Protection (Customs) Districts and in no other name, whether as customs broker, forwarding agent or for any other related activity, to make, (either in writing, electronically, or by other authorized means) endorse, sign, file, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, Electronic Export Information (EEI) via Automated Export System (AES), manifest, carnet, importer security filing or any other document required by law, regulation or commercial practice in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to Grantor; to perform any act or condition which may be required by law, regulation, or commercial practice in connection with such merchandise; to receive any merchandise deliverable to Grantor;

To make endorsement on bills of lading conferring authority to transfer title; to make entry and 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 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 Grantor any bond required by law or regulation in connection with entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by Grantor, and any and 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 Grantor;

To issue powers of attorney on behalf of Grantor to other customs brokers or freight forwarders to transact Customs and/or freight forwarding business on behalf of Grantor; to receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States; if Grantor is a nonresident of the United States, to accept service of process on behalf of Grantor solely for the purpose of compliance with Customs power of attorney regulations (i.e., Part 141, Subpart C, 19 C.F.R.).

And generally to transact Customs business at the customhouses in any district, including, pursuant to grantor's request, making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which 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 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.

This power of attorney is to remain in full force and effect until the earlier of the _____ day of _____, 20____ (9) or the date revocation in writing is duly given by the Grantor and received by Grantee. If Grantor is a Partnership, said power shall in no case have any force or effect after the expiration of 2 years from the date of its execution.

This power of attorney shall be construed according to the laws of the State of Georgia, without giving consideration to principals of conflict of law. Grantor consents to the exclusive venue and jurisdiction of the U.S. District Court and the State courts of Georgia; agrees that any action relating to or arising from this power of attorney and/or the relationship between Grantor and Grantee that results from this power of attorney shall be brought only in said courts; consents to the exercise of in personam jurisdiction by said courts over it; and agrees that any action to enforce a judgment may be instituted in any jurisdiction.

If Grantor is a Principal Party in Interest ("PPI") in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulation on exportation. If Grantor/PPI is a United States Principal Party in Interest (USPPI) (as defined in 15 C.F.R. § 30.1), Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License or other official authorization. If Grantor/PPI is a Foreign Principal Party in Interest (FPPI) (as defined in 15 C.F.R. § 30.1), Grantor/PPI hereby certifies that it has not provided the USPPI, and will not provide the USPPI, a writing to assume responsibility for determining licensing requirements and/or obtaining licensing authority pursuant to 15 C.F.R. § 758.3. Grantor/PPI acknowledges that Grantee does not agree to act as the "exporter" for purposes of the U.S. Export Administration Regulations, and that in any routed export transaction for which Grantor/PPI is an FPPI, the USPPI to the transaction (or its U.S. agent) shall be responsible for determining licensing requirements and obtaining licensing authority pursuant to 15 C.F.R. § 758.3.

Grantor agrees that by executing this document, Grantor is subject to the UPS Supply Chain Solutions, Inc. Customs Brokerage and Freight Forwarding Terms and Conditions/US in effect on the date of service, which include limitations of liability, are available upon request and at http://www.ups-scs.com/tools/terms/FF_Customs_Brokerage_TC.pdf and are incorporated herein by this reference as though fully set forth herein.

Grantor hereby grants Grantee authorization to share information generally considered confidential under 19 C.F.R. § 111.24 or any applicable laws, rules and regulations of countries other than the United States that govern the confidentiality of customs brokerage data, including but not limited to information concerning points of contact, addresses and telephone numbers, revenue and customs entry data, with corporations owned by or under common ownership with Grantor, with corporations owned and operated by United Parcel Service, Inc., Delaware, or with Grantee's authorized service providers incidental to their provision of services.

If Grantor is a Partnership, signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document.

If Grantor is a Limited Partnership, signatory shall also provide a copy of the limited partnership agreement with this instrument.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by:

(10) Signature

(Refer to the Instructions on the back with respect to persons authorized to sign this Power of Attorney.)

Name typed or printed

(11) Capacity

President, Treasurer, Vice President, Corporate Secretary, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Information Officer (CIO), Chief Operations Officer (COO), Partner, Member, Director, Manager, Owner or other Duly Authorized Representative

(12) Date

METHOD OF PAYMENT ADVISORY STATEMENT

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges:

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. ***If you elect to make payment with a check made payable to the U.S. Customs and Border Protection, UPS Supply Chain Solutions, Inc. must be notified in advance.***

CORPORATE CERTIFICATION

(Must be completed by a corporate officer)

I, _____, certify that I am the _____
(Name) (President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO or COO)

of _____
(Name as registered with EIN/SS #)

organized under the laws of the State or Country and Province of _____;

that _____, who signed this *Power of Attorney* on behalf
(Name of signatory of Power of Attorney)

of Grantor, is the _____ of said corporation; and that said
(Title of signatory of Power of Attorney)

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. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

Signature Date

Notice: U.S. Corporations: *In lieu of other sufficient written evidence of authority, this Corporate Certification is required if anyone other than the officers of the corporation identified executes the power of attorney, i.e., a "duly authorized representative" such as an employee.*
Foreign (Non-Resident) Grantors: *This Corporate Certification is required for all foreign (non-resident) grantors, except individuals. This Corporate Certification may be modified to conform to the laws of the city, state, province, and/or country in which the non-resident is authorized to conduct business.*

UPS Supply Chain Solutions, Inc.

Addendum

Instructions: Check the applicable box. Complete only the applicable corresponding statement. **(Only one statement will apply)**
For limited and general partnerships, also complete the list below to provide the names of all other partners with authority to bind the firm.

☐ **Limited Partnership*** - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (partnership), a Limited Partnership organized within the State or Country and Province of _____, as follows;

☐ **General Partnership** - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (partnership), a General Partnership organized within the State or Country and Province of _____ as follows;

Name (Person or Entity)	Capacity
_____	_____
_____	_____
_____	_____
_____	_____

(You may list additional Partners, on a separate sheet)

Sincerely,

Signature _____

Name _____

Capacity _____

Date _____

Notice:

This Addendum applies to entities solely structured as partnerships.

**This Addendum by itself is not valid to certify a Limited Partnership Customs Power of Attorney (POA). A copy of the limited partnership agreement is required to be filed with the POA to certify it valid pursuant to 19 CFR 141.39(a)(2).*

Instructions for Completing Customs Power of Attorney

STEP ONE:	Identify the type of Power of Attorney.
(1)	In the upper left hand corner, check (or click on) the appropriate box: LLC, Individual, General Partnership, Limited Partnership, Corporation, or Sole Proprietorship. If none of those apply, please check (or click on) "Other" and specify other entity type, e.g., Limited Liability Partnership, U.S. Government Agency, State Agency, etc.
STEP TWO:	Provide certain Grantor information.
(2)	State the Employer Identification Number ("EIN"), also known as the federal tax identification number, of the Grantor. If an individual, state the Social Security Number ("SSN"). If Grantor is a Foreign (Non-Resident) Grantor and does not have EIN or SSN, then enter Customs assigned number. If Customs assigned number unknown, then leave blank.
(3)	Provide the Importer Account Number(s) as issued by UPS Supply Chain Solutions, Inc. and/or your UPS domestic shipper number. If not known, please leave blank.
(4)	State the name of the Grantor. It must be the full legal name associated with the registered EIN or SSN, which should be the same name that appears on articles of incorporation, Social Security card or other applicable legal document.
(5)	List the state or, if a foreign Grantor, the country and province, under the laws of which the Grantor is doing business (e.g., state of incorporation).
(6)	If other than a Corporation, list either LLC, Individual, General Partnership, Limited Partnership, Sole Proprietorship or identify other entity type. ,
(7)	If other than a Corporation, list any "Doing Business As" names that exist. If none, leave blank.
(8)	Provide complete business address where the Grantor resides or has its principal place of business or address of corporate headquarters.
STEP THREE:	State the duration of the Power of Attorney. If you wish for the Power of Attorney to stay on file indefinitely, leave this area blank.
(9)	In the middle portion of the form, please state the amount of time that Power of Attorney will remain in effect. Leave blank if the Power of Attorney will remain in effect until indefinitely, i.e., until grantor provides notice of revocation. If the Grantor is a Partnership, the Power of Attorney is automatically limited to a period not to exceed 2 years from the date of execution.
	Note: If a date is entered, the Power of Attorney will no longer be valid after that date. Any date entered should be at least 30 business days from the date of execution.
STEP FOUR:	Sign and date the Power of Attorney.
(10)	Signature of a duly authorized person of the company. Note: The form must be signed by a duly authorized representative of the grantor (If a Corporation, the President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO, or COO or, if another organization (e.g., LLC), the Partner, Member, Manager, Officer, Director, or Owner, as applicable). U.S. Corporations: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation. U.S. Partnerships and Sole Proprietorships: If the Grantor is a General Partnership, the Grantor shall state on a separate addendum the names of all Partners who have authority to execute the Power of Attorney on behalf of the General Partnership. If the Grantor is a Limited Partnership, the Grantor shall provide with the Power of Attorney (1) a separate addendum with the names of the General Partners that are authorized to bind the Limited Partnership, and (2) a copy of the Limited Partnership Agreement in order to certify the names of the General Partners who are authorized to execute the Power of Attorney. If the signatory is not a Partner of the Partnership or or an Owner of the Sole Proprietorship, a letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership or the Sole Proprietorship. Foreign (Non-Resident) Grantors: Except for foreign Grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States (Non-Residents) must complete the attached "Corporate Certification". If no "Corporate Certification" is provided, then other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor must be provided. The "Corporate Certification" or other written evidence must be consistent with the laws of the foreign country (and any applicable province).
(11)	The capacity of the signatory (title). (President, Treasurer, Vice President, Secretary, CEO, CIO, COO, Partner, Member, Manager, Director, Owner or other Duly Authorized Representative, which may require supporting documentation to establish authority).
(12)	Write the date on which the signatory signed the Power of Attorney.
STEP FIVE:	Read the METHOD OF PAYMENT ADVISORY STATEMENT Note: You must notify UPS Supply Chain Solutions, Inc. in advance if you elect to make payment with a check made payable to the U.S. Customs and Border Protection.