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| BDG | - CUSTOMS POWER OF ATTORNEY -  - DESIGNATION OF FORWARDING AGENT -  - ACKNOWLEDGMENT OF TERMS & CONDITIONS OF SERVICE - | | |
| **(1) “Customer” / “Grantor”:**  Click here to enter text.  **(3) Address:**  Click here to enter text.  Click here to enter text.  Click here to enter text.  **(4) Tax ID # / Importer#:** Click here to enter text. | | **(2) Marketing Name / DBA Name:**  Click here to enter text. | **(5) Check appropriate box:**  **Limited Liability Co. (State:**Click here to enter text. **)**  **Corporation (State:**Click here to enter text. **)**  **Sole Proprietorship**  **Partnership  Individual** |

KNOW ALL PERSONS BY THESE PRESENTS that Grantor hereby designates and appoints BDG International, Inc. (“BDG”), its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as 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 Customs Ports and in no other name, whether as customs broker, forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means --

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| --- | --- |
| ✓make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, shipper's export declaration, automated export system ("AES") record, manifest, carnet or any other document required by law, regulation or commercial practice in connection with the transportation, importation, exportation and bailment of any merchandise shipped or consigned by or to Grantor;  ✓perform any act or condition, which may be required by law or regulation in connection with such merchandise;  ✓to receive such merchandise and inspect and screen such merchandise at discretion or as may be required by law, regulation, and/or commercial practice;  ✓make endorsement on bills of lading conferring authority to transfer title, 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 bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said region or in any other customs region.    ✓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 my be voluntarily given and accepted under applicable laws and regulations, consignee’s and downer’s declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise; | ✓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 Grantor;  ✓share and release records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to the business of the grantor, with any subsidiaries, divisions and/or specifically authorized agents of BDG International, Inc.;  ✓issue Powers of Attorney on behalf of Grantor to third party customs brokers, forwarding agents and/or freight forwarders to transact customs and/or freight forwarding business on behalf of the Grantor;  ✓receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States;  ✓accept service of process on behalf of Grantor if the Grantor is a non-resident of the United States;  ✓generally to transact at the customhouses in any port any and all customs business, including making, signing, and filing of protests 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 the date of revocation in writing is duly given to and received by a Port Director of Customs. If the donor of the Power of Attorney is a partnership or limited liability company, the said Power shall in no case have any force or effect after the expiration of 2 years from the date of its execution. |

In the execution of this document, it is expressly understood that payment to the Grantee, if a broker, does not relieve the Grantor 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 payment is by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker.

If the 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 regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License of other official authorization.

If Grantor is a **Corporation**, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor *(****President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, COO****)*. If Grantor is a **Limited Liability Company**, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all *members and/or directors* on a separate addendum to this document. If the Grantor is a **General partnership**, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all *members of the partnership* on a separate addendum to this document. If the Grantor is a **Limited Partnership**, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the *general partners* who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

In the execution of this document, it is expressly understood that Grantee limits its liability to the extent provided for under law and in accordance with the BDG International, Inc.’s Terms and Conditions of Service, a written copy of which Grantor hereby acknowledges having received and to which Grantor agrees to be bound. Said Terms and Conditions of Service are available online at:[**https://www.bdginternational.com/resources/open-account-terms-conditions-service/**](https://www.bdginternational.com/resources/open-account-terms-conditions-service/)

**(6)** IN WITNESS WHEREOF, Grantor has caused these presents to be signed on this ***date*** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by: ­­­­­­­­­

**(7)** NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTIONS FOR PAGE 1**

(1) Full legal name of Grantor.

(2) Identify fictitious name, if applicable.

(3) If an individual, show residence address; otherwise show business address of grantor.

(4) IRS Number or Individual SSN# or Customs-assigned importer of record number. Individual SSN# cannot be used for export POA.

(5) Check applicable type of firm. If a corporation, identify place of incorporation. If a limited liability company, identify place of registration. If grantor is a Partnership or Limited Liability Company, the Grantor shall state on a separate addendum the names of all Partners, Managers, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership or LLC. If the Grantor is a Limited Partnership, the Grantor must also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney, pursuant to 19 CFR 141.39(a)(2).

(6) Date of issue must appear; also becomes effective date for bestowed authorities.

(7) Full typed or printed legal name of signatory; signature of authorized person representing grantor; title of signatory. The signatory must be a duly authorized representative of the grantor (e.g. if a corporation, the **President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO** or, if another organization, the **Partner, Member, Director or Owner**).

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**INDIVIDUAL OR PARTNERSHIP CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A.**

(Optional for U.S. parties,, to be determined by the law of the state where this instrument is signed)

CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known or sufficiently identified to me, who certifies that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(is)(are) the individual(s) who executed the foregoing instrument and acknowledge it to be (his) (her) free act and deed.

NOTARY SIGNATURE NOTARY PUBLIC STAMP

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CORPORATE CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A.**

(\*To be made by an officer other than the one who executes the power of attorney on Page I)

I, \*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am the \*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, organized under the laws of the State or Province 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, sealed, 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 \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, 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\_\_\_\_,

CORPORATE SEAL

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate, designated place. Customs powers of attorney of residents (including resident corporations) shall be without power of substitution except for the purpose of shipper's export declarations.