



# CUSTOMS POWER OF ATTORNEY and Designation of Export Forwarding Agent

KNOW ALL MEN BY THESE PRESENTS: That

1. Grantor's Name [Include DBA if Applicable] ..... : \_\_\_\_\_
2. Grantor's Address ..... : \_\_\_\_\_
3. IRS#, SS# [Include suffix if applicable] ..... : \_\_\_\_\_
4. Organized under the laws of the state of... : \_\_\_\_\_
5. Type of Entity [Corp, Partnership, LLC, Etc.] ..... : \_\_\_\_\_

The grantor identified above hereby constitutes and appoints **Apex Logistics Inc., 749 Port America Place, Ste 350, Grapevine, TX 76051**, its officers, employees, and/or specifically authorized agents to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs;

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, unloading 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, consignee's and owner's declaration provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements 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 regulations in connection with the entering, clearing, lading, unloading or operations of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory 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 Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, 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 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;

This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration of 2 years from the date of its execution);

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign or endorse export documents (i.e. Commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agent's on grantor's behalf:

[Grantor acknowledges receipt of Apex Logistics Inc. Terms & Conditions of Service governing all transactions between the Parties.](#)

If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHERE OF, the said grantor caused these present to be sealed<sup>1</sup> and signed:

6. Signature ..... : \_\_\_\_\_
7. Typed Name of Signer..... : \_\_\_\_\_
8. Capacity of Signer ..... : \_\_\_\_\_
9. Date Signed ..... : \_\_\_\_\_
- 10: Witness/Notary<sup>2</sup> ..... : \_\_\_\_\_

<sup>1</sup> - Seals are optional unless required by the state in which organized or by the entity's by-laws or articles

<sup>2</sup> - Mandatory for Sole Proprietorship, Individuals and all Non-Resident (Foreign) Powers of Attorney. Optional for all others unless required by state law or grantor policy.

**NOTICE TO CLIENT:**

Pursuant to Title 19 CFR 111.29(b), 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.

**TERMS AND CONDITIONS:**

Apex Logistics Inc. consolidation services are subject to the Company's Conditions of Contract as printed on the reverse of the Company's International House Air Waybill if by air or the Company's Bill of Lading if by sea. Any other service is subject to the Company's Standard Trading Conditions which can be found here <http://apexlogistics.com/terms-conditions.htm>.