

## Power of Attorney Instructions

US Customs Regulations Section 141.46 states, "Before transacting customs business in the name of his principal, a Customhouse Broker is required to obtain a valid Power of Attorney to do so." Therefore, in order to handle importations through US Customs in your name, we must have on file your Power of Attorney. This Power of Attorney is limited to US Customs matters only.

Attached is a blank Power of Attorney form in the preferred format, Customs Form 5291. Please follow the instructions carefully. To assist you in completing the form, we have numbered each item to match the corresponding instruction.

- \* If you are a Corporation, complete items 1, 2, 4, 6, 8, 9, 10, 11
- \* If you are an Individual, Partnership, Sole Proprietorship, Limited Liability Company (LLC) or Unincorporated Association, complete items 1, 3, 4, 5, 8, 9, 10, & 11.

### **Indicate in check box, if individual, partnership, corporation, or sole proprietor**

1. Enter company IRS# or Individual SS#
2. Full, legal name of Individual, Partners, Corporation, LLC, Unincorporated Association or Owner (of sole proprietorship). If you are importing for your own personal account, fill in your full name. If the Power of Attorney is for a partnership, fill in the full, legal names of each partner (if more space is required, attach a rider listing the names. If you attach a rider, so indicate on the Power of Attorney in the appropriate item). If you are a corporation, fill in the full legal name of the corporation. If you are a sole proprietor, fill in the full, legal name of the owner.
3. Enter the assumed name under which you do business (if applicable - otherwise leave blank).
4. Indicate the name of the State under whose laws you are incorporated (if a corporation -- otherwise leave blank).
5. Enter your residence address for the individual, each partner or the owner of a sole proprietorship (if more room is needed, see instructions for rider in item 1).



6. Enter your business address.
7. Enter the date you want the Power of Attorney to expire, if you wish to limit it. If not limited, the document is valid until revoked by written notification to the District Director of Customs in the district where it is filed. Partnership powers of attorney automatically expire 2 years from date of issue.
8. Enter name that appears in item 2 (+3).
- 9. Signature of authorizing individual:**
  - > For individual, him/herself
  - > For Partnership, one partner
  - > For Corporation or Limited Liability Company, officer of the corporation (e.g. President, Vice President, Secretary or Treasurer of the Corporation,).

**Note if the party signing has any other title than mentioned additional documentation supporting that the individual has the legal authority to bind the corporation is required. IE. Corporate resolution, minutes.**

- > For Sole Proprietorship, the owner.
10. Enter name and title or capacity of the signor.
  11. Enter date the document is signed.

## SPECIAL REQUIREMENTS FOR FOREIGN CORPORATIONS:

Foreign Corporations completing this form must also provide documentation establishing the authority of the grantor designated to execute the Power of Attorney on behalf of the corporation. This can take the form of a letter on corporate letterhead signed by a second corporate officer in which he states that the person signing the actual Power of Attorney is authorized to do so by the corporation. General Noli will provide certification statement upon request or as required.

## SPECIAL PRINTING INSTRUCTIONS

**Please ensure that the next page titled “Power of Attorney” prints on one page. It is necessary that the signature line is on the same page as the information about the signor. Depending upon the printer configuration the document may not automatically print on one page. You may need to make adjustments.**



- √ appropriate box:  Individual  
 Partnership  
 Corporation  
 Sole Proprietorship  
 Limited Liability Company

## CUSTOMS POWER OF ATTORNEY

Department of the Treasury  
 Customs Border Protection

### Acknowledgement of Terms and Conditions of Service

IRS# / SS# (1) \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT (2) \_\_\_\_\_ doing business

as(3) \_\_\_\_\_, doing business under the laws of the State of \_(4)\_

\_\_\_\_\_ residing at (5) \_\_\_\_\_ and

having an office and place of business at \_(6)\_\_\_\_\_

hereby appoints **General Noli USA Inc.**, its heirs and assigns, and/or their wholly owned subsidiaries, and surviving companies through any of their officers and duly empowered employees, and/or specifically authorized agents, to act for such corporation by power of attorney filed by the corporation, 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 District(s) either in writing, electronically, or by other authorized means to; Make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or other documents 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 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 or 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 district or in any other 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, 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 declarations provide 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 said grantor.

To 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 nonresident of the United States, to accept service of process on behalf of the grantor. 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;

And generally to transact customs business in any district, any and all customs business, including marking, signing, and filing of claims or 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 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 (7) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, or until notice of revocation in writing is duly given to and received by the grantee. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its receipt in the office of the District Director of Customs of the said district(s).

General Noli USA Inc. shall notify the grantor of any Customs Broker(s) designated hereunder; by executing this POA, the grantor acknowledges that all fees and expenses of the designated Customs Broker(s) shall be billed and collected by General Noli USA Inc., and/or it's subsidiaries, and the grantor waives any requirement of an invoice or statement of Brokerage Charges under 19 CFR 111.36; nothing here in shall be construed as preventing the grantor from directly communicating with the Customs Broker(s)

#### Section 111.29 (b) (1) CFR 19

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 U.S. Customs) in the event 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 can be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

I have read all of the above in addition to General Noli USA Inc. and Conditions of Service, and fully understand and assure that General Noli USA Inc.'s Terms and Conditions of Service govern all transactions between the parties.

IN WITNESS WHEREOF, the said \_(8) \_\_\_\_\_ Has

caused these presents to be sealed and signed: (signature) \_(9) \_\_\_\_\_

(Capacity) \_(10) \_\_\_\_\_ (Date) \_(11) \_\_\_\_\_

### **Standard Terms and Conditions of Service**

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

#### **1. Definitions.**

- (a) "Company" shall mean General Noli USA Inc. its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering services, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Services" shall mean freight forwarding services, customs brokerage services, and related services as specified from time to time by Company to Customer;
- (f) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

**2. Company as agent.** The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

#### **3. Limitation of Actions.**

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (ii) For any and all other claims of any other type, within two (2) years from the date of the loss or damage;
- (iii) For claims arising out of ocean transportation, within one (1) years from the date of delivery or when delivery should have been made;
- (iv) For claims arising out of air transportation, within two (2) years from the date of the loss.

**4. No Liability For The Selection or Services of Third Parties and/or Routes.** Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

**5. Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer in connection with the performance of the Services for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

#### **6. Reliance On Information Furnished.**

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

**7. Declaring Higher Value to Third Parties.** Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

**8. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; notwithstanding the foregoing, Customer shall pay all premiums and costs in connections with Company procuring any requested insurance.

#### **9. Disclaimers; Limitation of Liability.**

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with any services provided, including the Services;
- (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties, regardless of their qualification;
- (c) In connection with the Services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
- (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
  - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

**10. Advancing Money.** All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims suit, demand proceeding, request, process and/or liability (collectively "Claims and each a "Claim") arising from providing the Services, including, without limitation importation or exportation of Customers' merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any Claim brought or threatened against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company. Company may defend the Claim with counsel of its choice, at the cost and expense of Customer.

**12. C.O.D. or Cash Collect Shipments.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Delivery (C.O.D.)\*" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

**13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

#### **14. General Lien and Right to Sell Customer's Property.**

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the performance of the Services, in connection with shipment or a series of shipments on which the lien is claimed and/or both.

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash of letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of the Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**15. No Duty To Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

**16. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre-post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

**17. Preparation and Issuance of Bills of Lading.** Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

**18. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**19. Compensation of Company.** The Compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carries and all other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment.

**20. Severability.** In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

**21. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of *State* without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court for the Southern District of New York; (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction

*Approved by the National Customs Brokers and Forwarders Association of America*