



CUSTOMER FORM

# IMPORT-EXPORT CUSTOMS POWER OF ATTORNEY

AND DESIGNATION OF EXPORT FORWARDING AGENT

Please check the appropriate box:

Individual <b>*DOB:</b> _____	Partnership (2-year limit)	Corporation	Sole Proprietorship	Limited Liability Company
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### Required information (\*)

**\*Federal ID/IRS/EIN #:** \_\_\_\_\_

DUNS #: \_\_\_\_\_

**\*Entity Full Name:** \_\_\_\_\_

Doing Business As: \_\_\_\_\_

**\*Full Address:** \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

(if different from above address)

POA Expiry Date: \_\_\_\_\_

(may be blank; minimum 60 days from the date signed)

**Know all men by these presents:** That the above entity (Grantor) and the U.S. Principal Party in Interest (USPPI), hereby constitutes and appoints ICAT Logistics, Inc. and ICAT Customs Brokerage, Inc. 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 entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, transportation, or exportation of any merchandise in or through the Customs territory shipped or cosigned 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 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 U.S. Customs and Border Protection (CBP);

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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, consignee's and owner's declarations 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 regulation in connection with the entering, clearing, lading, unlading, or endorse or countersign weight certificates or tickets provided by Grantor or Grantor's designee, or operation of any vessel or other means of conveyance owned and 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 nonresident 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;

And give said agent and attorney full power and authority to do whatever is requisite and necessary 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 expiry date above, or until notice of 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 2 years from the date of its execution.

**Appointment as forwarding agent for export:** Grantor appoints and authorizes Grantee to act as lawful agent and to sign or endorse export documents and transmit electronically export information (i.e., commercial invoices, bills of lading, insurance certificates, certificates of origin, drafts, and any other document) necessary for the completion of an export of Grantor's behalf as may be required under law and regulation relating to export or export controls in the territory and to appoint forwarding agents on Grantor's behalf. Grantor specifically authorized Grantee as its agent to file Electronic Export Information in the Automated Commercial Environment Portal on Grantor's behalf, and to transmit that information in a manifest to U.S. Customs. The Grantor certifies that necessary and proper documentation to accurately transmit the export information to U.S. Customs and the U.S. census bureau will be provided to Grantee. Grantor further understands that civil and criminal penalties may be imposed by U.S. Customs for making false or fraudulent statements in export documents.

Grantor acknowledges receipt of ICAT Logistics, Inc. and ICAT Customs Brokerage Inc. Terms and Conditions of Carriage governing all transactions between the Parties. Signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

**If you are the importer of record, payment to the Broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts owed) in the event charges are not paid by the Broker. Therefore, Customs charges may be paid with a separate check to "U.S. Customs and Border Protection," which shall be delivered to Customs by the Broker. (19 CFR 141.1(B)) Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.**

A signed copy of this Power of Attorney transmitted by fax or email shall be deemed original. Grantor acknowledges that copies of Customs forms, including the itemized copies of Brokerage charges, are available to the importer of record upon request, even if Customs charges are paid by a third party. (19 CFR 111.36)

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## PAYMENT OF CUSTOMS DUTIES & TAXES

IF YOU ARE THE IMPORTER OF RECORD, PAYMENT TO THE BROKER WILL NOT RELIEVE YOU OF LIABILITY FOR U.S. CUSTOMS CHARGES (DUTIES, TAXES OR OTHER DEBTS OWED CUSTOMS) IN THE EVENT CHARGES ARE NOT PAID BY THE BROKER. THEREFORE, CUSTOMS CHARGES MAY BE PAID WITH A SEPARATE CHECK PAYABLE TO "U.S. CUSTOMS AND BORDER PROTECTION" WHICH SHALL BE DELIVERED TO CUSTOMS BY THE BROKER. (19CFR 141.1(B))

Importers who wish to pay by check utilizing this procedure must contact our office in advance to arrange timely receipt of duty checks.

**If you are set up with your own Customs ACH account for direct duty payment, please provide your Customs Payor Unit #: \_\_\_\_\_**

If ICAT Customs Brokers is requested to pay customs duties and taxes to U.S. Customs on your behalf, please note that payment terms are 7 days from date of customs release and a 5% administration fee will be applied to manage this process on your behalf.

A signed copy of this power of attorney transmitted by fax or email shall be deemed original.

**Signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.**

Grantor acknowledges that copies of Customs forms, including true itemized copies of brokerage charges are available to the importer of record upon request, even if Customs charges are paid by a third party. (19 CFR 111.36)

**In witness whereof, the said caused these presents to be signed and sealed on this day.**

### Required information (\*)

**\*Entity (Company) Name:** \_\_\_\_\_

**\*Printed (Representative) Name:** \_\_\_\_\_

**\*Signature:** \_\_\_\_\_

**\*Capacity/Title:** \_\_\_\_\_ **\*Date:** \_\_\_\_\_

**Partner Signature:** \_\_\_\_\_

(required for Partnership)

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The following certification is only required under specific circumstances. Your ICAT representative will provide instructions for this certification, if needed.

## CORPORATE CERTIFICATION

Authority to be confirmed by a second officer, other than the one who signed the Power of Attorney. This certification is necessary is the individual corporate charter requires it, or if the first signatory does not have sufficient inherent authority by title to bind the corporation.

\*Printed Name: \_\_\_\_\_

\*Capacity/Title: \_\_\_\_\_

\*Signor Name: \_\_\_\_\_

\*Capacity/Title: \_\_\_\_\_

Authority to be confirmed by a second officer, other than the one who signed the Power of Attorney. This certification is necessary is the individual corporate charter requires it, or if the first signatory does not have sufficient inherent authority by title to bind the corporation.

\*Signature: \_\_\_\_\_ \*Date: \_\_\_\_\_

**CORPORATE SEAL**  
(OPTIONAL)

