

CUSTOMS POWER OF ATTORNEY

U.S. CUSTOMS AND BORDER PROTECTION ID NUMBER (IRS# OR FED ID#) \_\_\_\_\_

Check appropriate box:  Individual  Partnership  Corporation  Sole Proprietorship  Foreign Resident or Foreign Corporation  Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (Full name of individual, partnership, corporation, sole proprietorship, or limited liability company)

a corporation doing business under the laws of the State of \_\_\_\_\_ or a \_\_\_\_\_

doing business as \_\_\_\_\_ residing at \_\_\_\_\_

having an office and place of business at \_\_\_\_\_

hereby constitutes and appoints Wisdom Customs Brokerage, LLC licensed as a customs broker that is hereby granted authority to act through any of its licensed officers and through any other employee specifically authorized by power of attorney to act for and on its behalf of said grantee 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; to 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;

To 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, 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 document is intended for filing with U.S. Customs and Border Protection ("Customs");

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, 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;

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, unlading, 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;

And generally to transact Customs business, including making, signing and 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; the forgoing power of attorney to remain in full force and effect until the day of, 20 (if left blank, then to be valid until revocation in writing is duly given to and received by grantee) or until notice of revocation in writing is duly given to and received by a District Director of Customs. 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.

By executing this power of attorney, the grantor acknowledges receipt of the following notice required to be given pursuant to 19 CFR 111.29(b)(1): 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 to U.S Customs and Border Protection) 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 "U.S. Customs and Border Protection" which shall be delivered to U.S. Customs and Border Protection by the broker.

Grantor further acknowledges that all acts undertaken or services provided to grantor by grantee are subject to Wisdom Customs Brokerage, LLC Terms and Conditions of Service, including their restrictions and limitations on liability, receipt of which is acknowledged, which are incorporated herein by reference and which shall be subject to change only by written notice received from grantee.

Grantor wishes to waive the confidentiality requirements of Section 111.24 of the Customs Regulation and the requirement in section 111.36 of the Customs Regulations that the Custom Broker transmit a copy of its bill for services directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the Customs entry documents and related documents (CBP-7501) or other documents used to make any entry, commercial invoices, etc.) through Grantor's forwarder or related agent. No part of this agreement or any other agreement forbids or prevent direct communication between the importer or other party in interest and the Customs Broker.

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

IN WITNESS WHEREOF, the said \_\_\_\_\_

has caused these presents to be sealed and signed: (Signature) \_\_\_\_\_

(Capacity or Title) \_\_\_\_\_ Date \_\_\_\_\_

THE CERTIFICATIONS BELOW ARE NOT REQUIRED BY U.S. CUSTOMS AND BORDER PROTECTION IN ORDER TO CREATE A VALID POWER OF ATTORNEY. YOU SHOULD COMPLETE THIS SECTION ONLY IF A CERTIFICATION IS OTHERWISE REQUIRED UNDER YOUR STATE LAW.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ SS: \_\_\_\_\_

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 \_\_\_\_\_ free act indeed.

Notary Public \_\_\_\_\_

**CORPORATE CERTIFICATION**

(To be made by an officer other than the one who executes the Power of Attorney)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, organized under the laws of the State 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, 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 \_\_\_\_\_, now in my possession or custody.

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

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200

Signature:

Date:

Owner: Wisdom Customs Brokerage, LLC  
Revision Date: 04/25/20

## TERMS & 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 Wisdom Customs Brokerage, LLC its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, 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, consignees, etc.
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (e) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, 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 and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

### 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 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 75 days from the date of liquidation of the entry(s);
  - (ii) For any and all other claims of any other type, within 2 years from the date of the loss or damage.

**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 are 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 U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the **Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer, including but not limited to tariffs and duties;** Customer shall use reasonable care to ensure 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, incomplete or false statement by the Customer or its agent, representative or contractor 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; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

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

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all 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).

(c) 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 business, \$ 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;

(d) 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, or for the acts of third parties.

**11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, 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, penalties, fines 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, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

**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 "record keeper" 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 or 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.** In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney's fees.

**20. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its subcontractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

**21. 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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**22. 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 Texas without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas; (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 action to enforce a judgment may be instituted in any jurisdiction.