

Mach 1 Trade Services, LLC

For US Customs and Border Protection, ISF Filing Authorization and Export Forwarding Agent/EEI



(1) SSN, IRS, Tax ID, EIN or Customs Assigned #: _____

(2) Check appropriate box:

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company
- Foreign Company/Corporation

KNOW ALL MEN BY THESE PRESENTS: That, (3)

_____ (Full name of person, partnership, corporation, or sole proprietorship)

doing business as a(n) (4) _____ Under the laws of the State of (5) _____,
Insert one (Individual, partnership, corporation, sole proprietorship, or limited liability company)

residing or having a principal place of business at (6) _____

hereby constitutes and appoints **Mach 1 Trade Services, LLC**, 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, prepare, file, transmit or swear to any customs entry, withdrawal, declaration, certificate, importer security filing, bill of lading, carnet, commercial invoice, insurance certificate, draft, shipper's export declaration, and electronic export information (EEI) or other documents or records required to be filed by the US Census Bureau, US Customs and Border Protection, or any other US Government Agency required by law or regulation in connection with the importation, exportation or 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 and Border Protection;

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 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 unloading, or operation 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 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;

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 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 2 years from the dates of its execution);

Grantor hereby acknowledges receipt of the Mach 1 Trade Services, LLC terms and conditions.

IN WITNESS WHEREOF, the said (7) _____
(Full Name of Company)

caused these presents to be sealed and signed: (Signature) (8): _____

(Officer Capacity) (9): _____ Print Name (10): _____ Date (11): _____

Witness (if required) (12): _____

Per title 19 CFR 111.29 (b), If you are the importer of record, payment to the broker will not relieve you of the liability for U.S. 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. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks. **Duty advanced by Mach 1 Trade Services will be assessed a 2% disbursement fee, \$5.00 minimum to cover financial costs.**

In accordance with title 19 CFR 111.36 (a) & (b), we hereby waive the requirement of Customs Broker transmitting a copy of the customs entry (CF7501) and the Customs Broker's bill for services directly to our firm. Such entry summary and bill will be transmitted through our forwarding agent, Mach 1 Global Services. It is also understood that the agreement between Mach 1 Global Services (Forwarder) and Customs Broker Does not forbid or prevent the Customs broker from having direct contact with our firm in accordance with title 19 CFR 111.36(c)(3).

POWER OF ATTORNEY INSTRUCTIONS

The attached Power of Attorney is applicable as both a Foreign Power of Attorney and U.S. Domiciled Importer Power of Attorney.

U.S. 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.”

INSTRUCTIONS FOR COMPLETING THE POWER OF ATTORNEY

- 1) Partnerships, Corporations and Sole Proprietorships enter their IRS Tax I.D. number. Individuals or Sole Proprietors without a tax I.D. number enter their Social Security number. If Foreign Power of Attorney, leave blank and US Customs will assign a number. Note that if a Foreign Power of Attorney, the Tax ID, EIN, IRS or Social Security number of the US Domiciled buyer will be required.
- 2) Check appropriate space. If a limited partnership, Customs Regulations require that you provide a copy of the partnership agreement as an addendum to this power of attorney.
- 3) Full name of Person, Partnership, Corporation, or Sole Proprietorship.
- 4) Type of business, Individual, Partnership, Corporation or Sole Proprietorship
- 5) Partnerships and individuals leave blank. Corporations enter the name of state, province or foreign country of incorporation.
- 6) The complete physical address. U.S. Customs will not accept a P.O. Box as a valid address.
- 7) The name of the grantor(s). For a partnership, either the names of each of the general partners or the partnership name, if registered to do business under that name with the state. For individuals, enter your name.
- 8) Signature of the person executing the power of attorney. For partnerships, any of the general partners can sign. For corporations, the signatory must be a corporate officer, either president, vice-president, secretary or treasurer of said corporation. Individuals signing in any other capacity must provide a copy of the applicable pages from the articles of incorporation, power of attorney issued by a corporate or other proof demonstrating that the signatory has the authority to sign power of attorney on the Corporation’s behalf. Call us if you are unsure if you can properly sign this power of attorney.
- 9) Capacity of person signing the power of attorney (Individual, Owner, Partner or Corporate Title)
- 10) Print your name
- 11) Date power of attorney was issued.
- 12) Witness (optional).

NCBFAA 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 Mach 1 Trade Services, 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, 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) "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, preparing and filing the EEI export and security 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 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 ocean transportation, within one year from the date of the loss; For claims arising out of air transportation, within two years from the date of the loss; 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); For any and all other claims of any other type, within two 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. 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 allowed by law, whichever is less unless a lower amount is agreed to by Company.

7. 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 shipment on which the lien is claimed, a prior shipment(s) 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 or 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and 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. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. 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 fee.

13. 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.

14. 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 any action to enforce a judgment may be instituted in any jurisdiction.