

INSTRUCTIONS

READ FIRST!

We are required by Customs to verify your identification.

- a) If you are using an EIN/IRS/employer ID number, then we need a copy of the letter from the IRS to you which assigned the number to you. If you don't have this, we need something from the IRS to you showing your name, address and this number.
- b) If you are not a corporation and using your social security number, we need a copy of your driver's license and your social security card.

Please follow the instructions carefully. The number represents the box number on the power of attorney form.

(1) IRS Number

(a) If your business is a registered corporation or registered LLC, you must enter your federal tax ID number, sometimes called an IRS number or sometimes called an IRS employer number. If entering this type of number, be sure to enter the "--". The format is XX-XXXXXXX. In some rare cases, you may have a suffix on your number. That will be an additional 2 characters.

(b) If your business is a sole proprietorship, partnership, DBA (doing business as) or LLP, you may or may not have a federal tax ID number. If so, enter, otherwise put your social security number. The dashes must be entered and the format is XXX-XX-XXXX. The number must match your name and it will be checked with the government.

(c) If your business is done as an individual, enter your social security number. The dashes must be entered and the format is XXX-XX-XXXX. The number must match your name and it will be checked with the government.

(2) Business Type: Based on when you choose for number 1 above, circle the appropriate box.

(3) Name: If a corporation or LLC, enter the full registered business name. If a sole proprietorship, partnership, DBA (doing business as) or LLP, enter the name of the registered owner(s), then "DBA", then the name under which you are conducting business. If an individual, enter your full name.

For example, "ABC Corporation" or "John Smith DBA Hallmark Granite Monuments"

(4) State of Incorporation: Enter of the name of the state where your business was legally incorporated or if not a corporation or LLC, enter the state where your main business is located.

(5) Address: Enter your full company street address, no PO box allowed.

***** NOTE*****

This is an official government document and must be signed by someone with the proper authority to sign. If a corporation or LLC, it must be signed by a person who has been granted the authority to sign power's of attorney by the corporation or LLC. If an LLP or partnership, any one of the partners can sign. If an individual, then that person can sign. If a sole proprietorship or doing business as (DBA), then the registered owner of the company must sign.

(6) Print Name: Print the English name of the person signing.

(7) Date: Enter the date signed.

(8) Title: If a corporation or LLC, enter the signors proper registered title on file with the state of incorporation in box 4.

(9) Signature: Sign in this box.

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IRS/Federal Employer ID:

Social Security Number:

(1)

If none, then

(2) Business type: (Circle one only)

Corporation; Individual; Sole Proprietorship; Partnership; LLC; LLP

(3) KNOW ALL MEN BY THESE PRESENTS: That, (enter legal name of business below)

a Corporation, LLC, Partnership, LLP, Individual or Sole Proprietorship (as stated above) doing business under the laws of the State of (4) (INSERT ONE STATE),

residing or having a principal place of business at (insert business address) (5)

hereby constitutes and appoints each of the following persons, **MBC BROKERS INC., ITS OWNERS/OFFICERS AND DULY**

AUTHORIZED EMPLOYEES, 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 ports, and in no other name, to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, Carnet, or other document 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 or authorized by law or regulation in connection with said merchandise; to receive any merchandise deliverable to said grantor; and to act as its forwarding agent for exports, control and Customs purposes;

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 bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in any Customs District; To sign, seal, and deliver for and as the act of said grantor any bond or Carnet 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 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 or Forwarding Agents to act as grantors agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasury 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 to appoint subagents;

And generally to transact at the customhouses in any district any and all customs business, including making, signing, and filing of 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 whatever 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 effect in full force and effect until revoked. If the donor of this power of attorney is a partnership, the said power of attorney shall in no case have any force or effect after the expiration of 2 years from the date of its execution. The signor certifies that he has the authority to execute this document on behalf of the grantor.

Importers Security Filings: The timely, accurate and complete data for the submission with the Importer Security Filing is the responsibility of the importer. Principal is responsible for providing MBC Brokers Inc with timely, accurate and complete data for submission with the Importer Security Filing and with promptly notifying MBC Brokers Inc. of any changes to that data. Importer hereby agrees to indemnify and hold harmless MBC Brokers Inc. from any penalty, charge, liquidate damages claim or any other damages which MBC Brokers Inc. may incur by reason of the principals failure to timely provide and/or update complete and accurate information relating to the ISF.

By signing this power of attorney, this business acknowledges receipt of and adherence to the terms and conditions stated on the following pages. The signor also acknowledges receipt of the C-TPAT page for informational purposes. In addition, this business or individual, as appropriate, consents to a credit check as needed by us to determine credit worthiness. IN WITNESS WHEREOF, the said Corporation, LLC, Partnership, LLP, Individual or Sole Proprietorship (as stated above) has caused these presents to be sealed and signed:

By signing this document, the signor swears that they are authorized on behalf of the above named business to sign a power of attorney form.

(6) Print Name	(7) Date
(8) Title (if a corporation or LLC must be an officer of the corporation, if a partnership or LLP, must be one of the partners)	(9) Sign Here

US Customs and Border Protection, Department of Homeland Security
Customs Power of Attorney
Customs Broker Power of Attorney 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.

"Company" shall mean **MBC BROKERS, INC.**, its subsidiaries, related companies, agents and/or representatives;

"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;

"Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

"Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

"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 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;

(ii) For claims arising out of air transportation, within one year from the date of the loss;

(iii) For claims arising out of the preparation and/or submission of an import entry(s), within 90 days from the date of liquidation of the entry(s);

(iv) For any and all other claims of any other type, within one year 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 Customers 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; 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 (ii) (iii) (iv) (a) (b) 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 therefore, 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 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;

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(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.

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 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.

12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (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. (i) (ii)

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 18% 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 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.

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- 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. 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.

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. 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.

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 California without giving consideration to principals of conflict of law. Customer and Company irrevocably consent to the jurisdiction of the United States District Court and the State courts of California;

- agree that any action relating to the services performed by Company, shall only be brought in said courts;
- consent to the exercise of in *personam* jurisdiction by said courts over it, and
- 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, Inc.* (Revised 07/09) (a) (b) (c) (d)

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**SUPPLEMENTAL
APPLICATION FOR
BROKERAGE SERVICES**

MBC Brokers Inc.
PO Box 1900
Manhattan Beach, CA 90267-1900
Tel: 310-727-3282 Fax: 310-643-0201
E-Mail: john@mbcustoms.com
Web: www.mbcustoms.com

Please fill out, print, sign and mail back to us. Applicant hereby applies for brokerage services in accordance with the terms and conditions of the agreement. Information on this document will remain confidential. Completion of all sections will speed processing.

We are a C-TPAT broker and this information is needed to comply with Customs Regulations.

General Information

Legal Company Name		
DBA and/or Trade Name		
Physical Street Address		
How long at present location	Phone	Fax
Key contact for imports:		Your e-mail address for billing and/or correspondence
Officers and/or Owners	Name	Title
Date Business Started	Number of Employees	
Type of products imported:		
What country(ies) are they made in:		
How many shipments are you importing per year:		
Your company website address:		

Financial References

#1, Main Company Bank Name		
Full Address		
Phone	Fax	Contact
Account #		

Trade References

#1, Company Name		
Full Address		
Phone	Fax	Contact
Account # (if needed)	Number of Years Doing Business	

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Customs-Trade Partnership Against Terrorism (C-TPAT) Info

We are a proud member of this organization. Please read the following carefully.

Container and Trailer, Security

Whether you are a C-TPAT member or not, it is critical for you to have security procedures in place at the point of stuffing, procedures to inspect, properly seal and maintain the integrity of the shipping containers and trailers. Below are the seven-point inspection process for empty containers prior to the loading the cargo, as well as the seventeen-point inspection process for all trailers/tractors. They should read passed on to your suppliers and be followed.

Container Inspection

Procedures must be in place to verify the physical integrity of the container structure prior to stuffing, to include the reliability of the locking mechanisms of the doors. A seven-point inspection process is recommended for all containers:

- Front wall
- Left side
- Right side
- Ceiling/Roof
- Inside/Outside doors
- Outside/Undercarriage

Container and Trailer, Seals

The sealing of trailers and containers, to include continuous seal integrity, are crucial elements of a secure supply chain. Seals used to secure loaded containers and trailers bound for the U.S. must meet or exceed the current PAS ISO 17712 standards for high security seals. All loaded U.S.-bound containers and trailers must have a PAS ISO 17712 high-security seal affixed. When necessary, you need to institute procedures for recognizing and reporting compromised seals to CBP, us or the appropriate foreign authority.

Container and Trailer, Inspection

Procedures should be in place to verify the physical integrity of the trailer structure prior to stuffing, to include the reliability of the locking mechanisms of the doors.

17 Point Tractor and Trailer Inspection

1. Bumper
2. Engine
3. Tires (truck & trailer)
4. Floor
5. Fuel tanks
6. Cab / storage compartments
7. Air Tanks
8. Drive Shafts
9. Fifth Wheel
10. Outside / Undercarriage
11. Floor
12. Inside / Outside Doors
13. Side Walls
14. Ceiling / Roof
15. Front Wall
16. Refrigerated Unit
17. Exhaust

Documentation

All documentation sent to us for clearance processing must be fully clear and legible. If they are not, you must contact the supplier and obtain clear copies before we can process your shipment. We suggest you have them scanned in and e-mailed to us in Adobe PDF format.

Want to join C-TPAT?

We urge all of our customers to join C-TPAT. After joining and getting fully certified, you will enjoy benefits such as less exams and faster processing of your entries as well as many other benefits. See here for more info.

http://www.cbp.gov/xp/cgov/import/commercial_enforcement/ctpat/ctpat_faqs.xml