

**CUSTOMS POWER OF ATTORNEY /
DESIGNATION AS EXPORT FORWARDING AGENT
and
Acknowledgement of Terms and Conditions**

**Check appropriate box:
Individual
Partnership
Corporation
Sole Proprietorship
Limited Liability Company**

Tax ID/EIN# _____

KNOW ALL PERSONS HEREBY PRESENT: That _____ doing business as a _____ under the laws of the State of _____, residing or having a principal place of business at _____, hereby constitutes and appoints Folgueras Customs Broker Corp., 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 and 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, shippers export declaration, commercial invoice, insurance certificate, draft or any other documents 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 of the Department of Commerce, Department of the Treasury or any other governmental agency in connection with such merchandise deliverable to or from said grantor; to receive or ship 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;

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 Territory, 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 any 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 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;

This power of attorney is to remain in full force and effect until revocation in writing is duly given to and received by the District Director of Customs and Folgueras Customs Broker. (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 territory after the expiration of two (2) years from the date of its execution);

Grantor hereby acknowledges that no "insurance" coverage is effected except upon express instructions given in writing by the customer and all insurances effected by Folgueras Customs Broker are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk, and/or as stated on the insurance certificates.

Grantor hereby acknowledges and agrees that Folgueras Customs Broker has a perfected security interest in the assets of the grantor in an amount equal to all monies advanced by Folgueras Customs Broker on its behalf. Grantor further authorizes Folgueras Customs Broker to take all steps necessary to execute all required documents, and to record this interest.

Appointment as Forwarding Agent: Grantor authorizes Folgueras Customs Broker to act within the Territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts and any other document), necessary for the completion of an export on Grantor's behalf as may be required under law and regulation in the Territory and to appoint Forwarding agents on Grantor's behalf. Grantor authorizes Folgueras Customs Broker to endorse or negotiate any draft, check, or warrant drawn to the order of the Grantor in connection with the exportation of any commodity shipped, consigned or forwarded by the Grantor.

All shipments are handled pursuant to the Terms and Conditions of Service and the Folgueras Customs Broker applicable House ocean bills of lading and air waybills. The said Terms are incorporated herein and made part of this agreement and shall be binding upon the customer.

Grantor Acknowledges receipt of Folgueras Customs Broker's Terms and Conditions of Service and the Folgueras Customs Broker applicable house ocean bills of lading and air waybill. 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.

IN WITNESS WHEREOF, the said _____ has caused these presents to be sealed and signed.

Witness: _____

Signature: _____

Print name: _____

Capacity: _____

Date: _____

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 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.