

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

Contact for CBP (Customs) Info \_\_\_\_\_

Tel.No.: \_\_\_\_\_

Email \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

**appropriate box**

Individual

Partnership

Corporation

Sole Proprietorship

Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ doing business  
(Full legal name of Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company, USPP)

as a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_  
(Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Insert One)

residing or having a principal place of business at \_\_\_\_\_ hereby constitutes and

appoints **OCEANAIR, INC.** its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a  
(Grantee's Name)

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, create and file data electronically or in writing, swear to any customs entry, withdrawal, electronic export information (EEI), declaration, invoice, 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; act as authorized agent in filing ISF transactions.

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;

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, exporting, clearing, lading, unlading, 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;

Confirm that the Grantor or U.S. Principal Party in Interest further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations and certifies that all statements and information provided Grantee are true and correct.

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 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 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 acknowledges receipt of **OCEANAIR, INC.** Terms and Conditions of Service governing all transactions between the Parties  
(Grantee's Name)

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 \_\_\_\_\_

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

(Capacity) \_\_\_\_\_ Date: \_\_\_\_\_

Witness: (if required) \_\_\_\_\_

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.



## CUSTOMS POWER OF ATTORNEY INSTRUCTIONS

The following instructions will assist in the proper completion of the Customs Power of Attorney (POA) form. The numbers correspond to the same numbers on the blank POA sample form. Please type or print the information legibly when completing the form.

### IDENTIFY THE CORRECT POA

In the upper right hand corner, check the appropriate box which best fits the organization's business structure (Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company, LLC).

**A**

### COMPLETE THE CONTACT INFO FOR CBP



- (1) Name of the individual who will be our contact to obtain information needed pertaining to customs
- (2) & (3) Telephone and Email for the individual named in (1).
- (4) & (5) Type in the EIN or Fed Tax ID# (corporation), Social Security Number (individual), or Customs Assigned Number (if applicable). Complete the company's legal name.
- (6) Type in the same designation as checked off in the appropriate box section. The checked box and wording in (6) should be the same.
- (7) & (8) Verify the state of incorporation and list the physical address of the company.

**B**

### NOTE: GRANTOR SIGNATURE

The form must be signed by a duly authorized representative of the grantor (If a Corporation, the President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO, or COO or, if another organization (e.g., LLC), the Partner, Member, Manager, Officer, Director, or Owner, as applicable). Non corporate officer signature is acceptable if there is a properly completed corporate certification submitted with the POA. The certification verifies the person has been given the authority by the board to do so. This certification requires a corporate officer signature as well.

### COMPLETE GRANTOR INFO & SIGN

- (9) Print the name of the person signing the form.
- (10) Sign the form.  
- (11) Print the official title of the person signing the form.
- (12) Date form is signed.
- (13) Witness is optional and should only be provided when signor and witness are both present.

**C**

### NOTE: SIGNATURE VERIFICATION

Electronic signatures will no longer be accepted at this time. The best practices for completing a POA recommend signing the document in the presence of an OCEANAIR representative, who would sign it as a witness. POA's not signed in the presence of a OCEANAIR representative have 2 options.

1. The POA requires a valid notarization by an official notary.
2. A government issued picture ID with signature must be presented; Passport or Driver's License.



### Need more help?

Contact your OCEANAIR Representative or our Compliance Team for further assistance.

**(781) 286-2700**

**sales@oceanair.net**

**compliance@oceanair.net**

**www.oceanair.net**

**CBP regulations require a valid and properly vetted POA.**

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

Contact for CBP (Customs) Info (1) \_\_\_\_\_

Tel.No.: (2) \_\_\_\_\_

Email (3) \_\_\_\_\_

FEDERAL TAX ID NUMBER: (4) \_\_\_\_\_

**appropriate box**

Individual

Partnership

Corporation

Sole Proprietorship

Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, (5) \_\_\_\_\_ doing business  
(Full legal name of Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company, USPP)

as a (6) \_\_\_\_\_ under the laws of the State of (7) \_\_\_\_\_  
(Individual, Partnership, Corporation, Sole Proprietorship, or Limited Liability Company) (Insert One)

residing or having a principal place of business at (8) \_\_\_\_\_ hereby constitutes and

appoints OCEANAIR, INC., (Grantee's Name) 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 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, create and file data electronically or in writing, swear to any customs entry, withdrawal, electronic export information (EEI), declaration, invoice, 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; act as authorized agent in filing ISF transactions.

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;

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, exporting, clearing, lading, unlading, 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;

Confirm that the Grantor or U.S. Principal Party in Interest further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations and certifies that all statements and information provided Grantee are true and correct.

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 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 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 acknowledges receipt of OCEANAIR, INC., (Grantee's Name) Terms and Conditions of Service governing all transactions between the Parties

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 (9) \_\_\_\_\_

caused these presents to be sealed and signed: (Signature) \_\_\_\_\_ (10)

(Capacity) (11) \_\_\_\_\_ Date: (12) \_\_\_\_\_

Witness: (if required) (13) \_\_\_\_\_

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.