

# U.S. Power of Attorney (POA)

## With Designation as Export Forwarding Agent and Acknowledging Terms and Conditions

The U.S. Power of Attorney ("POA") is a requirement of U.S. Customs and Border Protection ("CBP") Bureau for Heizwerthy Customs & Freight Solutions, LLC ("Heizwerthy") to provide the customs brokerage services required by you. Heizwerthy cannot act as your customs broker without a signed copy of this document. This customs power of attorney must be executed pursuant to the requirements in 19 CFR 111.36(c)(3). Please return this form directly to Heizwerthy at [customerservice@heizwerthy.com](mailto:customerservice@heizwerthy.com).

1

Select the appropriate entity.

Federal I.D. / Social Security / Customs-Assigned #:

2

Know all persons by these presents: that, (full name of person, partnership, corporation, sole proprietorship, or LLC (**identify legal name**))

3

\_\_\_\_\_ ("Grantor"),

4

doing business as \_\_\_\_\_

5

under the laws of the **State or Province** of \_\_\_\_\_, residing or having a principal place of business at (**address**)

6

hereby constitutes and appoints Heizwerthy, 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, or swear to any customs 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 by law or regulation in connection with such merchandise to receive any merchandise deliverable to said Grantor.

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 affidavit or document is intended for filing in any customs district.

Perform any act or condition that may be required for compliance with any law or regulation in connection with such merchandise to Grantor; to receive any merchandise;

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 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 goods or any vessel or other means of conveyance owned or operated by said Grantor;

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, consignees and owners 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, unlading or operation of any vessel or other means of conveyance owned or operated by said Grantor.

To authorize other Customs Brokers to act as Customer's agent; to receive, endorse and collect checks issued for Customs duty refunds in Customer'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 behalf of the Grantor and to appoint subagents.

To transact at the custom houses 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 POA to remain in full force and effect until notice of revocation in writing is duly given. If the Grantor is a partnership, this POA shall in no case have any force or effect after the expiration of two years from the date of its execution.

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the Grantor is to be considered “confidential” unless waived by the Grantor. To permit the facilitation of non-customs business at the offices of Heizwerthy and its subsidiaries or affiliates, to the extent required, the Grantor expressly waives confidential treatment of these records under this Agreement. Grantor waives the requirement in section 111.36 of the Customs Regulations that Heizwerthy transmit a copy of its bill for service directly to the importer, and authorizes Heizwerthy to transmit its bill for services and copies of the Customs entry documents and related documents (CBP- 7501) or other documents used to make entry, commercial invoices, etc.) through Customer’s forwarder. The information contained in these records will not be disclosed to parties other than Heizwerthy and its subsidiaries or affiliates, except where required by regulation or where requested in writing by the Grantor. No part of this POA or any other agreement forbids or prevents direct communication between the importer, or other party in interest and Heizwerthy.

**Appointment as Forwarding Agent:** If Grantor is using Heizwerthy as Freight Forwarder, Grantor authorizes Heizwerthy to act for and in the name, place and stead of the Grantor, within the territory as a true and lawful agent and attorney of the Grantor for export control, U.S. Census Bureau reporting, and CBP purposes, and to prepare, sign, endorse and transmit any Electronic Export Information, or other export documents or records (i.e., export declaration, Automated Export System (“AES”) filings, commercial invoices, bills of lading, insurance certificates, drafts and any other document) including those required to be filed with the U.S. Census Bureau, CBP, the Bureau of Industry and Security or any other U.S. Government agency, and to perform any other act that may be  
In witness whereof, the said (Grantor)

necessary for the completion of any export or transportation of any goods shipped or consigned by or to the Grantor on Customer’s behalf as may be required under law and regulation in the territory and to receive or ship goods on behalf of the Grantor and appoint forwarding agents on Customer’s behalf. The Grantor hereby certifies that all statements and information contained in the documentation provided to Heizwerthy and relating to exportation will be true and correct. Furthermore, Grantor understands that civil and criminal penalties may be imposed for making false and fraudulent statements or for the violation of any United States laws or regulations on exportation.

Grantor hereby agrees that this POA and all transactions hereunder shall be governed by Heizwerthy’s Service Terms and Conditions. By its signature hereto, Grantor acknowledges receipt of the Service Terms and Conditions and Reasonable Care Notice and it agrees to be bound by same, as may be amended from time to time by Heizwerthy through general notice posted on the web site: <https://www.heizwerthy.com/terms>. Grantor acknowledges that posting of notice of change on said website shall be sufficient notice of change to the Service Terms and Conditions to bind Grantor.

Grantor warrants it is the owner or purchaser of the goods being imported and as the Importer of Record confirms it has the “right to make entry”. If you are Importer of Record, payment to broker will not relieve you of liability for customs charges (duties, taxes or other debts owed CBP) in the event the charges are not paid by broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the “U.S. Customs and Border Protection”, which will be delivered to CBP by broker. Importers of Record who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

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In witness whereof, the said **(Grantor)**

has caused these presents to be sealed and signed (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).

8

\*Signature: \_\_\_\_\_

Date: \_\_\_\_\_

9

Printed Name: \_\_\_\_\_

\*Title: \_\_\_\_\_

11

Email: \_\_\_\_\_

12

Phone: \_\_\_\_\_

10

\* U.S. Customs only accepts titles of those having signing authority. See Who Can Sign a Customs Power of Attorney guide on page 6.

***This customs power of attorney must be executed pursuant to the requirements in 19 CFR 111.36 (c)(3). Please submit it directly to Heizwerthy at [customerservice.com](mailto:customerservice.com).***

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## Foreign Individual or Partnership Certification

### U.S. Brokerage

**U.S. Residents:**

**Do not complete this page. Submit your POA after completing pages 1 & 2.**

*Nonresident Individuals or Partnerships Grantors: This Certification is required for all foreign (non-resident) grantors that are individuals or partnerships..*

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (name of signatory of Power of Attorney), residing at \_\_\_\_\_, personally appeared before me and is personally known or sufficiently identified to me, certifies that the signatory is the individual who executed the Power of Attorney and acknowledges they signed of their own free will.

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## Foreign Corporate Certification

### U.S. Brokerage

*Nonresident Grantors of Corporations: This Certification is required for all foreign (non-resident) grantors that are corporations. This Certification may be modified to conform to the laws of the City, State, Province, and/or Country in which the nonresident is authorized to conduct business. This form is to be completed by an officer of the company other than the one who executed the Power of Attorney.*

I (name) \_\_\_\_\_ certify that I am the (title) \_\_\_\_\_ of (name of corporation) \_\_\_\_\_ organized under the laws of the State, Province or Country of \_\_\_\_\_ that (name of signatory of Power of Attorney) \_\_\_\_\_ who signed the Power of Attorney on behalf of the Grantor, is the (title) \_\_\_\_\_ of said corporation; and that said Power of Attorney was duly signed, and attested for and on behalf of said corporation by authority of its governing body as the same appears in a resolution of its Board of Directors. I further certify that the resolution is in accordance with the internal bylaws of said corporation and was executed in accordance with the applicable laws of the State, Province or Country of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness Printed Name and Title: \_\_\_\_\_

Signature of above-indicated Witness: \_\_\_\_\_

**This customs power of attorney must be executed pursuant to the requirements in 19 CFR 111.36 (c)(3). Please submit it directly to Heizwerthy at customerservice.com.**

## Heizwerthy Terms and Conditions

In accordance with the National Customs Brokers and Freight Forwarders Association of America, Inc. both the Client and the Customs Broker agree to be bound by the Power of Attorney and the Service Terms and Conditions until one of the parties advises the other in writing. These Terms and Conditions of Service constitute a legally binding contract between the "Company" and the "Customer" governing the provision of customs brokerage and related services by the Company to the Customer. In the event the Company renders any other services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

### 1) Definitions

- a) "Company" shall mean Heizwerthy Customs & Freight Solutions LLC dba Heizwerthy., 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 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 Service Terms and Conditions 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 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/or 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 ninety (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 (1) year from the date of the loss;
  - ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
  - iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s); and
  - iv) For any and all other claims of any other type within two (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 action(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 by Company and/or filed by Company on Customer's behalf with U.S. Customs and Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements or

classifications, 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 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 tariff classification and information relating thereto; Customer shall use reasonable care to ensure the correctness of all such documentation and information and shall indemnify and hold the Company harmless from and against any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose documentation or 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 documentation and information required to import, export or enter the goods.

### 7) Compliance with Law

- a) Customer represents and warrants to Company that it will comply with all laws and regulations applicable to the Customer and/or any shipment or transaction hereunder, including without limitation, Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act and the Money Laundering Control Act.
- b) Without limiting the generality of Paragraph 7(a), after diligent inquiry the Customer represents and warrants to Company that neither Customer, nor any of its officers, directors, or controlling owners, is:
  - i) is, or is designated as, a person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or any other legal or governmental authority of competent jurisdiction (in each case, a "SDN");
  - ii) acting, directly or indirectly, for or on behalf of any SDN; or
  - iii) engaged in any transaction or shipment, directly or indirectly, on behalf of, or is instigating or facilitating any transaction or shipment, directly or indirectly, on behalf of, any SDN.
- c) In the event of any change resulting in the Customer being non-compliant with any of the above representations and warranties, Customer shall immediately notify the Company of such fact and the Company may, at its sole option, immediately terminate the services.

### 8) 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.

### 9) 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.

### 10) Disclaimers: Limitations 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,
  - 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; or,
  - 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.

### 11) 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. If the Customer fails to advance funds to the Company or comply with the terms of any



## Heizwerthy Terms and Conditions (continued)

credit extended to the Customer as aforesaid, the Company shall have no obligation with respect to rendering services concerning the goods for which the advance funds or credit apply.

### 12) 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 Customer's merchandise, any conduct of the Customer, and/or Customer's breach of any representation, warranty or covenant herein, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any applicable 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.

### 13) 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 have no liability if the bank or consignee refuses to pay for the shipment.

### 14) Invoicing, Payment and Costs of Collection

- The Company shall issue invoices to Customer for all fees and charges pertaining to services rendered to and on behalf of the Customer;
- All such invoices shall be payable upon receipt, or as otherwise agreed between the Customer and the Company;
- Interest on all late payments shall be paid at the rate of one and a half percent (1.5%) per month, upon which interest shall be charged commencing 30 days after the invoice due date or as otherwise agreed;
- Customer shall pay Company for all costs and expenses incurred by the Company in connection with the recovery of all payments due under this agreement including, but not limited to, costs of collection, reasonable legal fees, court costs and reasonable compensation for all time expended by the Company as result of such collection action.

### 15) General Lien and Right To Sell Customer's Property

- 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, prior shipment(s) and/or both;
- 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.
- 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 sales or auction any net proceeds remaining thereafter shall be refunded to Customer.

### 16) Limited Waiver of Record Confidentiality

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the Customer serviced by the Company is to be considered "confidential" unless waived by the Customer. In order to permit the facilitation of non-customs business at the offices of Heizwerthy Customs & Freight Solutions LLC. and/or its affiliates, to the extent required, the Customer expressly waives confidential treatment of these records under this Agreement. The information contained in these records will not be disclosed to parties other than Heizwerthy Customs & Freight Solutions LLC and/or its affiliates, except where required by regulation or where requested in writing by the Customer.

### 17) No Duty To Maintain Records For Customer

Customer acknowledges that pursuant to Sections 508 and 509 of the Traffic 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 "record keeping agent" for Customer.

### 18) 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 pre or post release actions, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

### 19) 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.

### 20) SOLAS Verified Gross Mass Requirement

Customer understands that the International Convention for the Safety of Life at Sea (SOLAS) requires a shipper to provide the verified gross mass (VGM) of a packed container to a carrier. Implementation of the VGM requirement varies by jurisdiction. If a certified VGM is required, a carrier may refuse to load a shipment without one. Therefore, upon request by Company, Customer shall provide the VGM for a shipment as obtained on calibrated and certified equipment in accordance with SOLAS, and Company and the carrier shall be entitled to rely on the accuracy of such VGM provided by Customer for all purposes. Company is hereby authorized by Customer to tender, counter-sign or endorse the Customer's VGM certification, weight tickets or other weight data provided by Customer, or to issue a VGM certification on Customer's behalf pursuant to Customer's instructions. Customer agrees to indemnify and hold Company harmless from any and all claims, losses, penalties and/or costs resulting from an inaccurate, missing or late VGM or other information provided by Customer. Customer further agrees that any inaccuracy or delay in provision of the VGM could result in a delay of shipment and that Company shall not be liable for any delay resulting from Customer's late, inaccurate or missing VGM, or any costs, fees, losses, damages or charges associated therewith. In no event shall Company's liability relating to the VGM of any shipment exceed the fees paid to Company for communicating the VGM of that particular shipment to the relevant carrier.

### 21) Modification of Service Terms and Conditions

These Service Terms and Conditions may be modified by Company at any time, and from time to time. Company will notify you by posting notice at <http://www.heizwerthy.com/terms>. Subject to the foregoing, these service terms and conditions may only be modified, altered or amended in writing signed by both Customer and Company.

### 22) Compensation of Company

The compensation of the Company for its services may 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.

### 23) 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 sub-contractors, 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.

### 24) 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 decisions 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.

### 25) 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 New York without giving consideration to principles of conflict of law. Customer and Company:

- irrevocably consent to the jurisdiction of the United States District Court and the State of Georgia,
- agree that any action relating to the services performed by Company, shall only be brought in said courts;
- consent to the exercise of in person jurisdiction by said courts over it, and
- further agree that any action to enforce a judgment may be instituted in any jurisdiction.

# Who can sign a Customs Power of Attorney?

What you need to know, who can sign, and what is required.



See the guidelines below based on your entity type.

Business Entity Type / Timeframe POA Is Valid	Who can sign the POA on behalf of the Business Entity? Print Title on the POA	List the following on the first line of the POA as well as on the WITNESS THEREOF line near the bottom of the form	Additional Form Requirements	What documentation may be requested to allow Heizwerthy to fulfill its obligation to Validate the POA Information?
<b>CORPORATION</b>  POA is valid until revoked	President Vice President (authorized to bind the company) Corporate Secretary CEO - Chief Executive Officer CIO - Chief Information Officer COO - Chief Operations Officer CFO - Chief Financial Officer CAO - Chief Administrative Officer Chairman or Chairman of the Board General Counsel Treasurer Corporate Secretary	The legal name of the corporation, including the DBA, if your corporation is doing business as another name.	Registered tradename can be confirmed with a DBA certificate or Master Business License. If records cannot be provided, then POA should only reflect the proper corporate name only.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	Acceptable Documents to confirm include: Articles of Incorporation, Director or Shareholder Resolutions, Officer Certificate, Certificate of Incumbency, Notarized Affidavit, 3rd Party Credit Report or Duns Report.  Or a Key Officer may also delegate their authority to sign the POA to another individual by signing a letter on the entities letterhead officially appointing such other individual to be the POA Grantor.
<b>LLC</b>  POA is valid until revoked	Managing Member President Officer Manager Director	The legal name of the of the LLC as registered with the State authority and the DBA name if the LLC is doing business as another name	We may request the pages of the LLC Operating Agreement that specifies the names and titles of the members of the LLC, listing those who are empowered to legally bind the LLC.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	A managing partner or member providing certification that the POA Grantor is authorized by providing a signed letter on the entity's letterhead
<b>GENERAL PARTNERSHIP</b>  POA is valid for 2 years from the date of execution	Any General Partner	All names of the partners in the partnership. Partners full name must be listed on page one and two of the POA. Use an addendum if all names will not fit on the POA. Please make sure the addendum is signed and dated, same as the POA.	Use an addendum if all names will not fit on the POA. Please make sure the addendum is signed and dated, same as the POA.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	In the case of multiple partners, the POA should be completed with the entity name first, followed by each full partner name that forms the partnership. This must be listed on page one and two of the POA.  <i>[IMPORTANT - In a general partnership all the partners have the ability to actively manage or control the business. This means that every owner has authority to make decisions about how the business is run as well as the authority to make legally binding decisions.]</i>

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See the guidelines below based on your entity type.

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<b>LIMITED PARTNERSHIP (LP/LLP)</b>  POA is valid for 2 years from the date of execution	Any General Partner or Managing Partner	The name of the LP/LLP and the names of just the general partners or managing partners who have authority to bind the firm.	An operating agreement that explains the individuals who may legally bind the LP/LLP. In the case of multiple partners, the POA should be completed with the entity name first, followed by each general or managing partner name that forms the partnership. This must be listed on pages one and two of the POA.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	Requires a copy of the partnership agreement and any amendments to the agreement under 19 CFR 141.39. The POA should reflect only the names of the general partners who have authority to bind the firm unless the partnership agreement provides otherwise. The general partners to be listed on the government registry. If the registry does not list the partners, a copy of the agreement or supporting evidence would be required.  A general partnership Power of Attorney granted by a partnership shall state the names of all members of the partnership. Obtain authorization from a general partner or obtain a certification letter on the entity's letterhead from a general partner approving the POA Grantor.  <i>[IMPORTANT - In a general partnership all the partners have the ability to actively manage or control the business. This means that every owner has the authority to make decisions about how the business is run as well as the authority to make legally binding decisions.]</i>
<b>SOLE PROPRIETORSHIP</b>  POA is valid until revoked	Owner Sole Proprietor Or Individual	The owners name, followed by the DBA name if the company is legally doing business as another company	Requires a copy of the State registry listing the officers of the company. If not available or accessible, a copy of the DBA registration may be obtained. If the DBA is not legally registered it must be removed from the POA.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	Evidence of authorization would consist of a certification letter signed by the Individual or Sole Proprietor stating that the grantor was authorized to sign on their behalf (this only applies if the sole proprietor or individual is not the party signing the POA)
<b>INDIVIDUAL</b>  POA is valid until revoked	Self or Individual	Your full name	Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	Evidence of authorization would consist of a certification letter signed by the Individual or Sole Proprietor stating that the grantor was authorized to sign on their behalf (this only applies if the sole proprietor or individual is not the party signing the POA)

# Who can sign a Customs Power of Attorney?

What you need to know, who can sign, and what is required.



See the guidelines below based on your entity type.

Business Entity Type / Timeframe POA is Valid	Who can sign the POA on behalf of the Business Entity? Print Title on the POA	List the following on the first line of the POA as well as on the WITNESS THEREOF line near the bottom of the form	Additional Form Requirements	What documentation may be requested to allow Heizwerthy to fulfill its obligation to Validate the POA information?
<b>FOREIGN POA'S OF ANY BUSINESS ENTITY OR INDIVIDUAL</b>  POA is valid until revoked	Any title from the corporation list above is acceptable. If a title not referenced above, requires a review of the laws in the local jurisdiction will be required to confirm authority.	The legal name of the company or individuals name	Requires a copy of the Canadian registry listing the officers of the company. If not available or accessible, a copy of the DBA registration may be obtained. If the DBA is not legally registered it must be removed from the POA.  Must also complete the Non-Resident Importer (NRI) Cert Page.  Include the full address, the facility's street name and number; suite/unit number, as appropriate; city; Province or State as appropriate; mail code as appropriate; and country.	Evidence of authorization would consist of a certification letter signed by the Individual or Sole Proprietor stating that the grantor was authorized to sign on their behalf (this only applies if the sole proprietor or individual is not the party signing the POA)