

# 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 Livingston International, Inc. (“**Livingston**”) to provide the customs brokerage services required by you. Livingston cannot act as your customs broker without a signed copy of this document. Please have an officer of your company with full authority sign this POA and return it to your Livingston account manager. For more information on how to complete the POA or an on-line form, please visit our website at [www.livingstonintl.com](http://www.livingstonintl.com).

<b>Check appropriate box:</b>	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> LLC
<b>Federal I.D. / Social Security / Customs-Assigned #:</b>					

Know all men by these presents: that, (full name of person, partnership, corporation, sole proprietorship, or LLC (**identify legal name**)) \_\_\_\_\_ (“**Customer**”),  
doing **business** as \_\_\_\_\_ under the laws of the **State or Province** of \_\_\_\_\_,  
residing or having a principal place of business at (**address**) \_\_\_\_\_.

hereby constitutes and appoints each of the following persons: Livingston, its subsidiaries and affiliates, their successors and assigns, through any of their licensed officers and duly empowered employees, as a true and lawful agent and attorney of the Customer named above for and in the name, place, and stead of said Customer from this date and in ALL customs districts, 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 Customer; 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 Customer.

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.

To sign, seal, and deliver for and as the act of said Customer 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 Customer, 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 Customer.

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 Customer is a nonresident of the United States, to accept service of process behalf of the Customer 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 Customer 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 Customer 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 Customer 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 Customer is to be considered “confidential” unless waived by the Customer. To permit the facilitation of non-customs business at the offices of Livingston and its subsidiaries or affiliates, to the extent required, the Customer expressly waives confidential treatment of these records under this Agreement. Customer waives the requirement in section 111.36 of the Customs Regulations that Livingston transmit a copy of its bill for service directly to the importer, and authorizes Livingston 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 Livingston and its subsidiaries or affiliates, except where required by regulation or where requested in writing by the Customer. No part of this POA or any other agreement forbids or prevents direct communication between the importer, or other party in interest and Livingston.

**Appointment as Forwarding Agent:** If Customer is using Livingston as Freight Forwarder, Customer authorizes Livingston to act for and in the name, place and stead of the Customer, within the territory as a true and lawful agent and attorney of the Customer 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

necessary for the completion of any export or transportation of any goods shipped or consigned by or to the Customer 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 Customer and appoint forwarding agents on Customer’s behalf. The Customer hereby certifies that all statements and information contained in the documentation provided to Livingston and relating to exportation will be true and correct. Furthermore, Customer 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.

Customer hereby agrees that this POA and all transactions hereunder shall be governed by Livingston’s Service Terms and Conditions. By its signature hereto, Customer 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 Livingston through general notice posted on the web site: <http://www.livingstonintl.com/service-terms/>. Customer acknowledges that posting of notice of change on said website shall be sufficient notice of change to the Service Terms and Conditions to bind Customer.

If you are importer of record, payment to Livingston 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 Livingston. 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 the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

In witness whereof, the said **(company name)**

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has caused these presents to be sealed and signed.

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

**Name and Title:** \_\_\_\_\_

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

**Sole signing officer:**

# Certification by Nonresident Corporation U.S. Brokerage



*For non-resident corporations only: this form is to be completed by an officer of the company other than the one who executed the Power of Attorney. If the company only has one officer authorized to sign, please check off the "sole signing officer" box above.*

I **(name)** \_\_\_\_\_ certify that I am the **(title)** \_\_\_\_\_

of **(name of corporation)** \_\_\_\_\_

organized under the laws of the **Province** of \_\_\_\_\_

that **(name of signer of Power of Attorney)** \_\_\_\_\_

who signed the Power of Attorney on behalf of the corporation, is the **(title)** \_\_\_\_\_

of the corporation, and that the signer was given the authority to sign Powers of Attorney on behalf of the corporation.

In witness whereof, I have hereunto set by hand at the **city** of \_\_\_\_\_

**Province / State** of \_\_\_\_\_

**date** \_\_\_\_\_, 20\_\_\_\_. **Signature** \_\_\_\_\_

## Note

U.S. Customs accepts the noted titles as having signing authority for the corporation.

Titles other than noted require supporting documentation (Articles of Incorporation or Board of Directors resolution) to validate authority of signing officer.

- President
- Vice President
- Secretary
- Treasurer