



## Import/Export Power of Attorney (POA) Instructions

Please read carefully and use the following instructions to complete the POA form:

1. Type or print your IRS #. (EIN - Employer ID # or SSN - Social Security # as applicable). If importing under a Customs assigned ID number, that number must appear on the POA.
  2. Check the appropriate category of business.
  3. Type or print the full name of the individual, partnership, corporation (as it appears on corporate records), sole proprietorship, or Limited Liability Company.
  4. Enter the appropriate category checked in (2) above.
  5. Type or print the state in which you reside or are incorporated.
  6. Type or print the complete address at which you conduct business, including city and state.
    - a. Individuals and Sole Proprietorships: Enter the legal residence of the person named in (3) above.
    - b. Corporations and Partnerships: Enter primary or corporate business address.
  7. Enter the date until which the POA is to remain valid. If you do not enter a date, the authorization will remain valid until you revoke it in writing. **Note:** The expiration date must be at least 15 days after the signature date.
  8. Type or print the name of the person duly authorized to execute the POA.
    - a. Corporation: Corporate officer empowered to grant POA on behalf of the corporation. If other than a corporate officer, a Delegation of Authority must accompany the POA (19 CFR 141.37).
    - b. Partnership: Any partner authorized to execute the POA. POA's for Partnerships and Limited Partnerships or LLP's must be accompanied by a copy of the partnership agreement [19 CFR 141.39(a)(2)].
    - c. Individual or Sole Proprietorship: The person named in (3) above.
  9. Sign the POA: Signature must belong to the individual in number 8 above.
  10. Enter signatory's title.
  11. Enter the signature date in the following format: month/day/year **Note:** This date is a confirmation of the effective date.
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**COMBINED EXPORT/IMPORT POWER OF ATTORNEY**  
Designation as Forwarding Agent and Acknowledgement of Terms and Conditions of Carriage

(1) IRS# \_\_\_\_\_

- (2) Check appropriate category
- Individual
  - Partnership
  - Limited Liability Partnership
  - Corporation
  - Sole Proprietorship
  - Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, (3) \_\_\_\_\_ ("Grantor") doing business as a \_\_\_\_\_  
(Full name of individual, partnership, corporation, sole proprietorship, or limited liability company) (Identify)

(n) (4) \_\_\_\_\_ under the laws of the State of (5) \_\_\_\_\_, residing or having a principle place of  
(individual, partnership, corporation, sole proprietorship, or limited liability company) (insert one)

business at (6) \_\_\_\_\_, and the U.S. principal party in interest ("USPPI") hereby constitutes and appoints **KESTREL LINER AGENCIES, LLP.** and its heirs, assigns, officers, employees, and/or specifically authorized agents (collectively "Grantee") 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 "Customs 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 any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in the customs territory, shipped or consigned by or to said Grantor; and 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 to swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with U.S. Customs & Border Protection ("CBP");

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 United States, to accept service of process on behalf of the Grantor;

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 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 in full force and effect until the (7) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, or until notice of 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).

Appointment of Forwarding Agent for export: Grantor appoints and authorizes Grantee to act as lawful agent and to sign or endorse export documents and transmit manually or electronically export information (i.e., commercial invoices, bill of lading, insurance certificates, certificates of origin, and any other document) necessary for the completion of an export on Grantor's behalf as may be required under law or regulation relating to export or export controls in the territory and to appoint forwarding agents on Grantor's behalf. Grantor specifically authorizes Grantee as its agent to file Electronic Export Information in the Automated Export System on Grantor's behalf, and to transmit that information in a manifest to U.S. Customs. The Grantor certifies that necessary and proper documentation to accurately transmit the export information to U.S. Customs and the U.S. Census Bureau will be provided to the said Grantee. The Grantor further understands that civil and criminal penalties may be imposed by U.S. Customs for making false or fraudulent statements in export documents;

Grantor acknowledges receipt of Kestrel Liner Agencies, LLP Terms and Conditions of Carriage governing all transactions between the Parties. Signatory certifies that he/she has authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said (complete printed name of signer) (8) \_\_\_\_\_

caused these presents to be sealed and signed: (Signature) (9) \_\_\_\_\_

Capacity (10) \_\_\_\_\_ Date (11) \_\_\_\_\_

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs and Border Protection charges (duties, taxes or other debts owed Customs and any additional Other Government Agencies) in the event the broker does not pay the charges. Therefore, if you pay by check, Customs and Border Protection and Other Government Agency charges may be paid with a separate check payable to the "Customs & Border Protection" which shall be delivered to Customs and Border Protection by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.