

**POWER OF ATTORNEY FOR
CUSTOMS AND EXPORT FORWARDING AGENT**

and

Acknowledgement of Terms and Conditions

(1) Check appropriate box

- | | | |
|--|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |

(2) IRS/EIN/SS Number _____

(3) KNOW ALL MEN BY THESE PRESENTS: That, _____ doing business as

(Full name of individual, partnership, corporation, sole proprietorship, or limited company (identify))(Grantor)

(4) a _____ under the laws of the State or Country of _____
(individual, partnership, corporation, sole proprietorship, or limited company)(Insert one)

(5) residing or having a principal place of business at _____, hereby constitutes and appoints

Posey International, Inc. (grantee), 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 named 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 entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, transportation, or exportation 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 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, 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 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;

(6) IN WITNESS WHEREOF, the said _____ caused these presents to be sealed and signed:

(7) Witness Signature: _____

Type or Print name: _____

Date: _____

(8) Signature _____

Type or Print name _____

(9) Capacity: _____

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 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 "Bureau of customs and Border Protection" 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.

CORPORATE CERTIFICATION

(To be made by an officer other than the one who executes the power of attorney)

I, _____, certify that I am the _____
(Print name) (President, Vice President, Treasurer, Corporate Secretary, CEO, CFO, CIO or COO)
of _____, organized under the laws of the State or Country of _____
(Entity name)
that _____ who signed this power of attorney on behalf of the donor, is the _____
(Signature (8) on POA - printed name) (title)
of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing
body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the _____ day of _____, 20____
now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation
and was executed in accordance with the laws of the State and Country of Incorporation.

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

(Signature) (Date)

PARTNERSHIP CERTIFICATION

This document does not validly certify a Limited Partnership Customs Power of Attorney. Any and all Limited Partnerships will be required to certify a Customs Power of Attorney by presenting a copy of the Limited Partnership Agreement as filed with the state office in which the Limited Partnership is registered.

I _____, certify that the following persons and/or entities are the partners, members and/or directors with full authority to execute the
(printed name)
instrument of Customs Power of Attorney on behalf of said _____, a Limited Liability company or General Partnership organized
(entity name)
with the country of _____ and state/province of _____, as follows:

NAME	CAPACITY
_____	_____
_____	_____
_____	_____
_____	_____

(Additional partners, members and/or directors may be listed on a separate sheet if needed)

Signature: _____

Capacity: _____

Tel/Fax/email contact information: _____

Required by U.S. Title 19 CFR 141.39(a)(1)

LIMITED PARTNERSHIPS

In accordance with U.S. Title 19 CFR 141.39(a)(2), a copy of the partnership agreement must accompany the Customs Power of Attorney. The above Partnership Certification need only state the names of the general partners who have authority to bind the firm unless the partnership agreement provides otherwise.



POSEY INTERNATIONAL INC.
CUSTOMS BROKERAGE & DISTRIBUTION

CUSTOMER DATABASE/CREDIT APPLICATION

Applications must complete in order to establish you/your company as a customer.

GENERAL ACCOUNT INFORMATION

Company Name: _____
 Street Address: _____, City _____, State _____, Zip _____
 Billing Address: _____, City _____, State _____, Zip _____
 Phone: (_____) _____ Type of Business: _____
 No. years in business _____, No. years at present location _____ (Corporation, Partnership, Proprietorship, Subsidiary)
 FAX: (_____) _____ E-mail: _____
 Contact Person: _____ Payables Contact: _____
 IRS/EIN/SS Number: _____ State of Incorporation: _____
 Current Customs Broker / Forwarder: _____

Corporation Names of Officers (please print)

Name _____ Position _____
 Name _____ Position _____
 Name _____ Position _____

Partnership/Sole Proprietorship names of general partners/owners:

Name _____ Home Phone Number _____ SS Number _____ DL Number/State _____
 Home Address _____
 Name _____ Home Phone Number _____ SS Number _____ DL Number/State _____
 Home Address _____
 Name _____ Home Phone Number _____ SS Number _____ DL Number/State _____
 Home Address _____

BANK & TRADE REFERENCES

Estimated Monthly Purchases: _____ DUNS (Dun & Bradstreet) #: _____

Bank at which funds are held: (include checking account)

1. _____ (Name/address) _____ (Checking Account #) _____ (Phone #) _____ (Bank Officer)

Trade References:

1. _____ (Name/address) _____ (Phone #) _____ (Fax #)
 2. _____ (Name/address) _____ (Phone #) _____ (Fax #)
 3. _____ (Name/address) _____ (Phone #) _____ (Fax #)

The signature below authorizes Posey International, Inc. to obtain credit information and confirms the credit applicant's agreement to Posey International, Inc.'s terms and conditions. Financial Statement may be requested.

Corporate Officer's Signature: _____ Date: _____

 (Title and printed name)

Posey International, Inc. use:

Customer Code: _____

Account Supervisor: _____

Approved by: _____

Credit Amount/terms: _____



Posey International, Inc.
TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean **Posey International, Inc.**, its subsidiaries, successors or assigns, 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 terms and conditions of service 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 common carrier"
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTI's, customers, agents, warehousemen and others to 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 documentation on behalf of the Customer and other dealings with Government Agencies; as to all other services, Company acts as an independent contractor.

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 those claims arising from 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);
 - (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 and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;
- (b) In preparing and submitting Customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of any incorrect or false statement upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. 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 therefor; 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.

8. Insurance. Unless requested to do so in writing in sufficient time prior to shipment from point of origin and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issues and will only be effective when accepted by such insurance companies or underwriters. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer or that the shipment was insured under a policy in the name of the Company. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by insurance, unless the Company receives specific written instructions from the Customer and the Company confirms in writing. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment that it does not handle.

9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) 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 therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs brokerage, and except as set forth in paragraph 9(d)(ii), \$50.00 per shipment or transaction, or
 - (ii) where the claim arises from the Company's warehousing, fulfillment, and/or consolidation services occurring in the Company's facilities or premises, including owned or leased property, .50 per pound of goods lost or damaged; or
 - (iii) 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;
- (e) 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, including any and all loss or damages arising from delay of services.

- 10. 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.
- 11. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation, or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims 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, including any claims by any Third party for freight or other charges, duties, fines, penalties, liquidated damages or other money due arising from services provided to or on behalf of the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand. 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.
- 12. 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 or other recipient refuses to pay for the shipment. All payment documents tendered in payment of C.O.D.s will be accepted based solely upon the Customer's assuming all risk relating thereto including, but not limited to, risk of non-payment, insufficient funds, and forgery, and the Company shall not be liable upon any such instrument. The Company will not be responsible for any delay in remittance lost in exchange, or during transmission or while in the course of collection.
- 13. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.
- 14. General Lien And Right To Sell Customer's Property.**
- (a) 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, a prior shipment(s) and/or both;
 - (b) 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.
 - (c) 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 sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
- 15. No Duty To Maintain Records For Customer.** Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff 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 "recordkeeper" or "recordkeeping agent" for Customer.
- 16. 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 any pre- or post- Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
- 17. 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.
- 18. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
- 19. Compensation of Company.** The compensation of the Company for its services shall 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 other 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 the 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.
- 20. 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.
- 21. 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 Texas, without giving consideration to principals of conflict of law. Customer and Company
- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Texas;
 - (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
 - (c) consent to the exercise of in personam jurisdiction by said courts over it, and
 - (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.
- 22. Rebate Policy:** The company has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act of 1984.
- 23. Breakout of charges:** 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.
- 24. Direct payment to CBP:** If you are the importer of record, payment to the broker will not relieve you of liability for 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 may be paid with a separate check payable to Customs and Border Protection Service which shall be delivered to Customs by the broker.
- [Revised 01/01/07]



Instructions for Completion of the Customs Power of Attorney

Thank you for choosing Posey International, Inc. to assist you in handling your logistics requirements. Customs and Border Protection Service (CBP) and the Bureau of Industry and Security (BIS) require that you designate a Customs Broker and/or Freight Forwarder for your import and export transactions. Completion of the Power of Attorney provided on the next page is necessary for Posey International, Inc. to act as your designated agent.

POWER OF ATTORNEY FORM

1. Check the appropriate box that correctly identifies your company structure.
2. Fill out your EIN, IRS, or Social Security Number.
3. Enter the full legal name of the business association or individual
INDIVIDUALS - Enter full name
PARTNERSHIPS – Enter name of partnership. Complete Partnership Certification for General Partnerships, provide partnership agreement for Limited Partnerships.
SOLE PROPRIETORSHIP – Enter full name of sole proprietor followed by the d/b/a business name if applicable.
CORPORATIONS – Enter the full legal name of the corporation
4. Enter the type of entity granting the Power of Attorney on the first blank and the name of the State or Country on the second blank.
5. Enter your business address.
6. Enter the full legal name of the business association or individual as provided on line 3.
7. A witness signs in this space and types/prints their name below signature.
8. Grantor signs on this line and types/prints their name below signature.
9. Enter the effective date of the Power of Attorney.
10. Enter your capacity with the business on this line, for corporations, you must be a corporate officer or must have explicit authority to grant power of attorney. General Partnership and Limited Partnership's may be signed by any authorized General Partner.

Upon completion, keep a copy of the signed POA and the attached Terms and Conditions for your records. Return the signed POA by fax or email to Posey International, Inc. so we may proceed with the processing of your transaction.

U.S. CORPORATIONS –

If the Grantor is a Corporation and the signatory is not a corporate officer (President, Treasurer, Vice President, Secretary, CEO, CFO, CIO or COO, the attached CORPORATE CERTIFICATION must be completed and submitted with the Power of Attorney. This information may be provided in letter form on company letterhead as an alternative to the Corporate Certification form attached.

U.S. PARTNERSHIPS, LLCs and SOLE PROPRIETORSHIPS –

If the Grantor is a general or limited partnership or LLC, the Grantor shall state on a separate addendum, or through the PARTNERSHIP CERTIFICATION, the names of all partners, members or directors who have authority to execute the Power of Attorney on behalf of the Partnership or LLC. If the Grantor is a Limited Partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney.

If the signatory is not a partner, member or director of the Partnership or LLC or an owner of the Sole Proprietorship, a letter from the Partnership, LLC or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership, LLC agreement or the Sole Proprietorship.

FOREIGN GRANTORS –

Except for foreign grantors that are individuals, all foreign Grantors that are not qualified to conduct business in the United States must complete the attached CORPORATE CERTIFICATION or provide other written evidence establishing authority of the signatory to execute the Power of Attorney on behalf of the Grantor. Such written evidence must be consistent with the laws of the foreign country and any applicable governmental subdivisions.