

**DO NOT USE THIS PAGE OR COMPLETE THIS PAGE
THIS PAGE IS FOR INSTRUCTION PURPOSES ONLY**

Federal Tax ID (EIN) Number: _____ ***** (1) ***** _____

***** (3) *****

CHECK APPROPRIATE SPACE:

____ INDIVIDUAL
____ PARTNERSHIP
____ CORPORATION / LLC
____ SOLE PROPRIETORSHIP

Customs Bond No: _____ ***** (2) ***** _____

KWE LOC _____ Cust Code _____

***** (4) *****

C-TPAT STATUS

____ Yes, I am a C-TPAT member
SVI No. _____
____ No, I am not a C-TPAT member

**YOU MUST USE CAPS LOCK TO
COMPLETE THIS FORM**

Know all men by these presents: That,

_____ ******* (5) ******* _____

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ ***** (6) ***** or a _____ ***** (7) *****

doing business as _____ ***** (8) ***** residing at _____ ***** (9) *****

having an office and place of business at _____ ******* (10) *******

hereby constitutes and appoints *Kintetsu World Express (USA), Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor 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, security filing 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 other affidavit or document is intended for filing in any customs district;

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, 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, consignees and owner's 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, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

To authorize other customs brokers 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 non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest 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 power of attorney to remain in full force and effect until ***** (11) ***** or until notice of revocation, in writing is duly given and received by a District Director Of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____ ******* (12) *******

has caused these presents to be sealed and signed: (Signature) _____ ******* (13) *******

Capacity _____ ******* (14) ******* Print Name _____ ******* (15) ******* Date _____ ***** (16) *****

Witness: _____ ******* (17) *******

(Corporate Seal)

KWE V-1.05 (2015-10-14)

Please Note

1. 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 charges may be paid with a separate check payable to the "U.S. Customs Service," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.
2. The corporate seal is optional and may be omitted.
3. For corporations, this form must be signed by a Corporate Officer.
4. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
5. The signatory hereby acknowledges having received a copy of KWE's Service Repayment Agreement document

Customs Power of Attorney
And Acknowledgment of Terms and Conditions



KWE Customs Brokerage Headquarters and Compliance
18450 S. Wilmington Avenue, Rancho Dominguez, CA 90220

To: KWE Import Client

- A. Please fill out the attached power of attorney form following the instructions below. Pursuant to U.S. Customs Regulations, KWE cannot begin the Customs Brokerage process until correctly executed Power of Attorney is received in our office.
- B. **Return the completed and signed Customs Power of Attorney and all credit documents to the KWE Branch.** KWE will activate your account in our Customs ABI system within 24 hours of receipt. A POA faxed by the principal directly to this fax number qualifies as an original documents and clients are no longer required to forward hard-copy documents by post or courier (Customs Ruling HQ 115616).
- C. Thank you for your time in this matter and please do not hesitate to contact us if there is a question.

INSTRUCTIONS FOR COMPLETING A POWER OF ATTORNEY

(The numbers below correspond to the field numbers of the attached Sample Power of Attorney)

- 1) Partnerships, Corporations and Sole Proprietorships enter their IRS Tax I.D. number. Individuals or Sole Proprietors without a tax I.D. number enter their Social Security number.
- 2) If you have a Continuous Surety Bond with Customs, enter the number here. If you are not sure or do not know the number, leave blank.
- 3) Check appropriate space. If a limited partnership, Customs Regulations require that you provide a copy of the partnership agreement as an addendum to this power of attorney.
- 4) Check appropriate space to indicate your C-TPAT status. If you are a C-TPAT member, please provide your SVI number here.
- 5) Full name of individual, or if a partnership, full name of **all partners**. If a limited partnership, the firm name and names of **all general partners**. Attach as addendum, if necessary. For corporations, the full name as it appears on corporate records. Unincorporated divisions of a corporation should enter the name of the incorporated parent here.
- 6) Partnerships and individuals leave blank. Corporations enter the name of state, province or foreign country of incorporation.
- 7) Complete as Individual, Partnership, Sole Proprietorship or Unincorporated Association. Corporations should leave blank.
- 8) Fictitious name, complete with trade name or fictitious business name you are operating under (DBA for Sole Proprietorship, trade name of incorporated division, etc.)
- 9) For individuals only, your place of residence.
- 10) For all others, your business address.
- 11) If desired, enter an expiration date. Leaving this field blank requires formal notice of revocation
- 12) The name of the grantor(s). For a partnership, either the names of each of the general partners or the partnership name, if registered to do business under that name with the state. For individuals, enter your name.
- 13) Signature of the person executing the power of attorney. For partnerships, any of the general partners can sign. For corporations, the signatory must be an corporate officer, either president, vice-president, secretary or treasurer of said corporation. Individuals signing in any other capacity must provide a copy of the applicable pages from the articles of incorporation, power of attorney issued by a corporate or other proof demonstrating that the signatory has the authority to sign power of attorney on the corporation's behalf. Call us if you are unsure if you can properly sign this power of attorney. Please print your name after your signature.
- 14) Capacity of person signing the power of attorney (Individual, Owner, Partner or Corporate Title)
- 15) Date power of attorney was issued.
- 16) Witness (optional).
- 17) Corporate Seal can be imprinted here, or write no seal (optional). All others, leave blank.

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- 2. The corporate seal is optional and may be omitted.
- 3. For corporations, this form must be signed by a Corporate Officer.
- 4. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
- 5. The signatory hereby acknowledges having received a copy of KWE's Service Repayment Agreement documentS

Customs Power of Attorney
And Acknowledgment of Terms and Conditions

CHECK APPROPRIATE SPACE:

INDIVIDUAL
 PARTNERSHIP
 CORPORATION / LLC
 SOLE PROPRIETORSHIP

Federal Tax ID (EIN) Number: _____

Customs Bond No: _____

KWE LOC _____ Cust Code _____

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Yes, I am a C-TPAT member
SVI No. _____
 No, I am not a C-TPAT member

Know all men by these presents: That,

(Full Name of Person, Partnership, or Corporation, or Sole Proprietorship (identify)

a corporation doing business under the laws of the state of _____ or a _____

doing business as _____ residing at _____

having an office and place of business at _____

hereby constitutes and appoints *Kintetsu World Express (USA), Inc., which may act through any of its licensed officers and employees duly authorized to sign documents by power of attorney,*

as a true and lawful agent and attorney of the grantor named above for and in the name, place and stead of said grantor 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, security filing 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 other affidavit or document is intended for filing in any customs district;

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 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 owner's 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 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 non-resident of the United States, to accept service of process on behalf of the grantor;

And generally to transact at the Customs Houses in any district, any and all Customs business, including making, signing, and filing of protest 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 power of attorney to remain in full force and effect until _____ or until notice of revocation, in writing is duly given and received by a District Director Of Customs. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or affect after the expiration of two years from the date of its execution;

In witness whereof, the said (Company Name) _____

has caused these presents to be sealed and signed: (Signature) _____

Capacity _____ Print Name _____ Date _____

Witness: _____

(Corporate Seal)

KWE V-1.05 (2015-10-14)

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2. The corporate seal is optional and may be omitted.
3. For corporations, this form must be signed by a Corporate Officer.
4. Under the SAFE Port Act of 2006 the Importer is legally responsible for the accuracy of all information and the timely submission of required data for the purpose of satisfying the Importer Security Filing program
5. The signatory hereby acknowledges having received a copy of KWE's Service Repayment Agreement document.

Kintetsu World Express (U.S.A.), Inc.

Service/Repayment Agreement

The undersigned client agrees to engage Kintetsu World Express (U.S.A.), Inc. (hereinafter called "KWE") in its capacity as Foreign Freight Forwarder, Customs Broker and/or shipper's agent under the terms and conditions set forth.

- 1.01 KWE, upon receipt of complete shipping documents, or client's written or oral request, will perform the normal and customary functions of a Customs Broker, Foreign Freight Forwarder, or shipper's agent as the case may be, on behalf of client.
- 1.02 In performing such services, KWE may, at its election, disburse funds in payment of Customs duties, service bonds, carrier's charges and other normal and customary expenses incurred in performing its services. KWE may also require payment of a deposit before undertaking or continuing any services or advances, or may at any time refuse to undertake or continue to perform services or make advances without prior payment.
- 1.03 In consideration for KWE's performing services on behalf of client, including any advancement of funds, client agrees to pay for KWE's services, and anticipated advances, prior to KWE's performing services or advancing funds unless client has established credit as stated in 1.06.
- 1.04 If payment is not timely made as provided, any other unpaid accounts with KWE may, at its option, be declared and become fully due and payable immediately.
- 1.05 In the event of any default in payment due from client, client agrees to pay reasonable collection costs and in the event the account is referred to any attorney for enforcement of collection, to pay reasonable attorney's fees and costs.
- 1.06 If the client qualifies for credit, client agrees to pay the total shown on KWE's invoice upon receipt by the client. Unpaid balances will be deemed delinquent after 10 days and subject to an annual finance charge of 5%, computed and invoiced on a monthly basis.
- 1.07 Client warrants and represents that the information given on this application is true and correct.
- 1.08 Client grants KWE a security interest in any property of client which is, has been, or will be KWE's possession or control, until full payment is made on any unpaid balance client owes KWE, and authorizes KWE to retain the property, or stop it in transit, to secure full payment.
- 1.09 This agreement shall be a continuing agreement, but may be terminated at any time by client or KWE, upon reasonable written notice.
- 1.10 Client further agrees that this agreement is to be governed by the laws of the State of _____ and that at the option of KWE, the venue of any suit brought to enforce this agreement be laid in _____.
- 1.11 Client agrees that all business handled by KWE is under the National Customs Brokers & Forwarders Association of America, Inc. Terms and Conditions of Service, available upon request.
- 1.12 Client agrees to pay KWE a negotiated percentage of any duty recoveries pertaining to protests to obtain duty refunds, subject to \$25.00 minimum.
- 1.13 Client acknowledges that KWE may contact references and obtain credit reporting or similar information to verify credit standing.
- 1.14 Other mutually agreed repayment terms are as follows, superseding all of Section 1.06 except the finance charge issue:

- 1.15 In the event clients check is returned "insufficient funds" client agrees to pay a \$25.00 insufficient funds fee, (per check).

DATE APPROVED AND ACCEPTED: _____

DATE APPROVED AND ACCEPTED: _____

CLIENT: _____

KINTETSU WORLD EXPRESS (U.S.A.), INC.

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____



Kintetsu World Express (U.S.A.), Inc.
Credit Application

Please complete the information below or attach Company credit information sheet.

DATE: _____

COMPANY NAME: _____ D&B #: _____

BUSINESS ADDRESS: _____ CITY: _____ STATE: _____

ZIP CODE: _____ TELEPHONE #: _____ FAX #: _____

CHECK ONE
_____ CORPORATION _____ SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ LLC

FEDERAL TAX ID NUMBER (OR) SOCIAL SECURITY NUMBER: _____

PRIMARY CONTACT PERSON: _____ TITLE: _____

CORPORATE PRESIDENT: _____ PARTNER: _____ SS#: _____

CORPORATE SECRETARY: _____ PARTNER: _____ SS#: _____

CORPORATE TREASURER: _____ PARTNER: _____ SS#: _____

BANK REFERENCE:

BANK NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ACCOUNT #: _____ ACCOUNT #: _____ ACCOUNT #: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

CREDIT REFERENCES:

1) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

2) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

3) COMPANY NAME: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX NUMBER #: _____

kintetsu world express (U.S.A.), Inc.



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 charges may be paid with a separate check payable to the "U.S. Customs Service," which shall be delivered to Customs by the broker. Payments are due and payable to Customs not later than the 10th day following entry.

As KWE processes shipments on your behalf, KWE will issue invoices at the time all "regular" charges (collect freight charges, estimated Customs duties, estimated delivery charges, KWE service fees, etc...) are known. Unless otherwise negotiated, **KWE will not hold invoices pending the arrival of vessels, or those pending Customs clearance.** Should there be any additional or irregular charges (such as an exam fees, storage, etc...) after the original invoice is issued, we will send a supplemental invoice to you with all appropriate back up attached.

Consistent with Customs programs relating to the payment of estimated duties and taxes, clients will have the option of choosing one of three methods of duty processing for their shipments. Please check the field to indicate your preferred Customs duty payment option:

_____ **Option 1 – KWE Advances all estimated duty payments**
Clients that wish KWE to advance all duties on their behalf will be assessed a 2% duty – cash advance fee against any shipment with duty and fees exceeding \$100.00 per entry. The cash advance fee will be shown as a separate line item on our service invoice for all charges incurred. Shipments with duty and fee advances of less than \$100 per shipment will not be assessed this fee.

_____ **Option 2 – Duty Paid Direct by Importer**
Clients can avoid the 2% duty advance fee by electing to either provide a check made payable to U.S. Customs & Border Protection for each shipment or by establish their own individual **ACH Duty Payment** account whereby KWE will continue to perform the Customs clearance; however payment of estimated duties will be made to Customs directly by the client. This payment process can also be combined with the **Periodic Monthly Statement** processing program where payment of estimated Customs duty made by the client is deferred up to the 15th business day of the next calendar month after the shipment is released.

_____ **Option 3 – Broker PMS Program (Requires an additional form be completed)**
Clients can also avoid the 2% duty advance fee by authorizing KWE to participate in the **Broker Periodic Monthly Statement** processing where by KWE will continue to perform the Customs clearances. Under this payment option, deferred payment of estimated duties will be made from KWE's own ACH account.

Clients that exceed their credit terms or limits will be subject to the 2% cash advance fee against current shipments (regardless of their preferred payment method) until their accounts are brought current and outstanding balances will be subject to a 0.5% per month fee as provided in our Service Repayment Agreement.

At this time we ask that you please complete the above by noting which duty option you wish KWE to perform on your behalf, sign below where indicated and then return this form to your local KWE branch for processing. KWE will assist clients (free of charge) that wish to establish their own ACH Payer Account or wishing to participate in the Periodic Monthly Statement program. If no option is checked or if this form is not returned, you will automatically be set up for option 1.

Company Name

Date

Signature

Printed Name & Title