

# CUSTOMS POWER OF ATTORNEY

## KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(Full name of Person or Partnership or Corporation or Sole Proprietorship or Individual (Insert one only))  
doing business as a \_\_\_\_\_ under the laws of the State  
(Corporation or an Individual or a Sole Proprietorship or Partnership) (Insert one only)  
of \_\_\_\_\_ residing or having a principal place of business at \_\_\_\_\_  
(State) (Full Address)  
\_\_\_\_\_ hereby constitutes and appoints

**Oceanair Logistics Inc.**, as a true and lawful agent and attorney of the principal named above with full power and authority to do and perform every lawful act and thing the said agent and attorney may deem requisite and necessary to be done for and on behalf of the said principal without limitation of any kind as fully as said principal could do if present and acting, and hereby ratify and confirm all that said agent and attorney shall lawfully do or cause to be done by virtue of these presents until and including \_\_\_\_\_, or until notice of revocation in writing is duly given before that date.  
(Date of expiration or leave blank)

**Oceanair Logistics Inc.**, 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 any other documents required by law or regulation or otherwise necessary in connection with the importation, exportation, transportation, of any merchandise in or through the territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation or otherwise necessary 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, 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 or other purposes, regardless of whether such document is intended for filing with government entities;

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, 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 or otherwise necessary 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 government entities ; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

To execute any document or make payments for services on behalf of the grantor in connection with the following activities;

- (a) represent grantor in relation to other agents of grantor in connection with shipments;
- (b) arrange and provide transportation (barge or trucking) for grantor shipments;
- (c) receive original commercial documentation from vendors of grantor;
- (d) reissue commercial documentation on behalf of the grantor customers;
- (e) make appointments for delivery of grantor shipments;
- (f) represent grantor in connection with discrepancies in shipments or other disputes with grantor customers or suppliers;
- (g) take any other action reasonably related to accomplish the foregoing activities or other additional actions authorized by grantor in writing;

And generally to transact Customs business, including filing of claims or protests under laws of the territory, 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 necessary to be done in the premises as fully as said grantor could do it present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents.

1. This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee, the said power shall in no case have any force or effect in the territory after the expiration of four years from the date of execution.
2. Grantor agrees to indemnify and hold harmless **Oceanair Logistics Inc.**, its officers, employees and/or specifically authorized agents with respect to claims arising out of or in connection with performance by the foregoing of its/their authorized duties pursuant to this Power of Attorney.
3. Grantor further agrees to reimburse **Oceanair Logistics Inc.**, for any out of pocket expenses or amounts spent by **Oceanair Logistics Inc.**, that were not pre-paid by Grantor, in connection with the foregoing activities. If such amounts are not paid within thirty (30) days after Oceanair Logistics Inc., provides grantor written notice of such payments such amounts shall include interest at a cumulative rate of 1% per month (up to the highest rate permitted by applicable law).
4. Grantor hereby acknowledges receipt of **Oceanair Logistics Inc.**, standard trading terms and conditions governing all transactions between the Parties.

**IN WITNESS WHEREOF,**

THE SAID \_\_\_\_\_

(Full name of person, partnership, corporation , or sole proprietorship)

caused these presents to be sealed and signed:

\_\_\_\_\_  
(Signature) (President or Owner)

\_\_\_\_\_  
(Print) (President or Owner)

\_\_\_\_\_  
(Capacity or Title)

\_\_\_\_\_  
Execution Date (MM/DD/YYYY)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**OR**

\_\_\_\_\_  
(EIN #) if a Corporation

\_\_\_\_\_  
Social Security # (If Importer is a person)

\_\_\_\_\_  
If C-TPAT, SVI #

\_\_\_\_\_  
Customs Assigned Number

\_\_\_\_\_  
IMPORTER TEL

\_\_\_\_\_  
Email Address