



CUSTOMS POWER OF ATTORNEY

Write the applicable number (only one)

EIN _____

SSN _____

CBP Assigned No. _____

Check here if you need to apply for a CBP Assigned No. (first-time foreign importers)

Check appropriate box:

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Sole Proprietorship

Know all men by these presents: That, _____
Full name of Individual, Partnership, Corporation, Sole Proprietorship, or LLC (including any DBAs)

doing business as a _____ under the laws of the State of _____,
Individual, partnership, corporation, LLC, sole proprietorship (write one) State doing business or state of incorporation

residing or having a principal place of business at _____
Address of Individual, Partnership, Corporation, LLC, or Sole Proprietorship

hereby constitutes and appoints **DEUKJIN AN DBA DJ CUSTOMS** and its licensed officers, employees, and/or specifically authorized agents:

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, in the United States and any foreign country, 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 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 with CBP;

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, 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;

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 nonresident of the United States, to accept service of process on behalf of the grantor; to authorize, in case of merger or acquisition of DJ CUSTOMS, the transfer and/or assignment of any rights and privileges from DJ CUSTOMS to the acquiring and/or successor entity without requiring the execution of a new power of attorney;

And generally to transact any and all customs business, including making, signing, and filing of 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 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;

This power of attorney to remain in full force and effect 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 after the expiration of 2 years from the date of its execution; if the donor of this power of attorney is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power of attorney on behalf of the grantor.

Grantor further acknowledges that records pertaining to the grantor's import, export, and/or transport transaction can be disclosed by DJ CUSTOMS to the grantor's freight forwarder and/or provided the grantor through its freight forwarder; grantor acknowledges that all of DJ CUSTOMS' fees and expenses may be billed and collected by the forwarder and the grantor waives any requirement that an invoice or statement of the brokerage charges be sent directly by DJ CUSTOMS to the grantor.

The undersigned grantor of this power of attorney hereby acknowledges the receipt of and agrees to DJ CUSTOMS Terms and Conditions of Service, which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said _____
Full name of Individual, Partnership, Corporation, Sole Proprietorship, or LLC (including any DBAs)

has caused these presents to be sealed and signed:

Signature	Print Name	Capacity/Title <small>*If Corporation, must be Corporate Officer (e.g. President, Treasurer, Secretary, etc.)</small>	Date
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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 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.

Please send the completed POA to poa@djcustoms.io along with SS-4 and proof of title

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 DJ CUSTOMS, its subsidiaries, 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) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, 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: Company acts as an independent contractor for all other services.

3. Reliance On Information Furnished.

Customer is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies, and/or third parties, and will immediately advise the Company of any errors, discrepancies, or omissions on any declaration filed on Customer's behalf. In preparing and submitting all customs documentation to the United States and/or a third party, the Company relies on the correctness of all documentation and information furnished by Customer. Customer shall exercise reasonable care to ensure the correctness of all such information and shall indemnify/hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. 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.

4. Termination Due to Intentional Acts to Defraud. Company may separate from or cancel representation of Customer if they determine Customer is intentionally attempting to use Company to defraud the U.S. Government or commit a criminal act against the U.S. Government. Customer recognizes that Company has the legal and moral obligation to document and report to CBP when they make such a determination.

5. 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/air transportation, within one (1) year from the date of the loss;
 - (ii) For claims arising out of the preparation and/or submission of an import entry(s), within sixty (60) days from the date of liquidation of the entry(s);
 - (iii) For any and all other claims of any other type, within one (1) year from the date of the loss or damage.

6. No Liability For The Selection or Services of Third Parties and/or Routes. 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 party has been selected to render services with respect to the goods does not mean that the Company warrants or represents that such party will render such services. Company likewise does not assume responsibility or liability for any actions(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.

7. 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 (c) 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. 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 therefore, 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, \$50.00 per shipment or transaction, or
 - (ii) 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.

8. Indemnification. 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 by reason of such claims; 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.

9. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: acts of God; war, hijacking, robbery, theft or terrorist activities; embargoes; civil commotions or riots; strikes, lockouts or other labor conflicts; acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment; or acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license.

10. 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. Customer recognizes that rates of duty are determined based on the information furnished by Customer and are subject to review and change by CBP, and it is the responsibility of Customer to pay any duties that CBP ultimately determines.

11. Compensation. All charges must be paid by Customer upon receipt of invoice 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. 30 days past due invoices may be subject to an interest charge of 1.5% per month at discretion of the Company. The compensation of the Company for all its services shall be included with and is in addition to the rates and charges of all carriers and all 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 others in connections 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 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.

12. General Lien. Company shall have a general and continuing lien on any and all property of Customer coming into Company's possession or control for monies owed to Company for any or all shipments of Customer. Company shall provide written notice to Customer of its intent to exercise such lien. Unless Customer satisfies all claims within thirty days of receiving notice of lien, Company shall have the right to sell such shipment(s) at public auction or private sale and apply the proceeds to the amount due by Customer.

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.

14. 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 to maintain all records required under the Customs and/or other Laws and Regulations of the United States. Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), and has no duty or obligation to maintain records for the Customer.

15. 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.

16. 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.

17. 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.

18. 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 California 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 California;
- (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.