

# CUSTOMS CLEARED CO.

Making Logistics Work Better!

2725 S Mendenhall Ste. 20 Memphis, TN 38115 Tel# (901) 365-8009 Fax (901) 365-8028

[www.customscleared.com](http://www.customscleared.com)

## TERMS AND CONDITIONS

The undersigned represents that all information is true and correct as of the date hereof. The undersigned also agrees to the following terms of payments and collection of funds:

1. Terms of Payment: Invoices are due upon presentation, and payment shall be considered late, "past due", if not received within ten (10) days from billing date.
2. Interest on Late Payments: Interest is due at the current maximum legally allowed rate on all invoices deemed "past due".
3. Delinquency & Default: I agree to pay the cost incurred to collect this account in the event of my default, including attorney's fee of 15% of the principal and interest. All cost including, but not limited to, fees paid to collection agencies and accrued interest whether suit is commenced or not.
4. I hereby authorize Customs Cleared to investigate our credit record and exchange credit experience with other creditors.
5. Advancing Money: Customs Cleared shall not be obligated to incur any expenses, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing, or cooping of goods, unless the same is previously provided to Customs Cleared by the customer on demand. Customs Cleared shall be under no obligation to advance freight charges, customs duties, or taxes on any shipment, nor shall any advance by Customs Cleared be construed as a waiver of the provisions hereof.

**IMPORTANT NOTICE: FEDERAL LAW (CUSTOMS REGULATIONS) REQUIRES THAT CUSTOMS DUTIES BE PAID WITHIN TEN (10) DAYS AFTER THE RELEASE OF MERCHANDISE, EXCEPT IN THE CASE OF QUOTA MERCHANDISE. U.S. CUSTOMS STRICTLY ENFORCES THIS REGULATION, AND ITS VIOLATION WILL RESULT IN CANCELLATION OF IMMEDIATE DELIVERY PRIVILEGES TO THE IMPORTER OF RECORD AND IMPOSITION OF SUBSTANTIAL PENALTIES FOR LATE PAYMENT. IF YOU ARE THE IMPOTER OF RECORD, PAYMENT TO THE BROKER WILL NOT RELIEVE YOU OF LIABILITY FOR CUSTOMS CHARGES 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."**

### CUSTOMS POWER OF ATTORNEY

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Co.

IRS NO. (1) \_\_\_\_\_  
KNOWALL MEN BY THESE PRESENTS: That, (2) \_\_\_\_\_

(Full Name of person, partnership or corporation, or sole proprietorship (identify)

a corporation doing business under the laws of the State of (3) \_\_\_\_\_ or a (4) \_\_\_\_\_ doing business

as (5) \_\_\_\_\_ residing at (6) \_\_\_\_\_ having an office and place

of business at (7) \_\_\_\_\_, hereby constitutes and appoints each of the following

person **CUSTOMS CLEARED THROUGH ANY OF ITS LICENSED OFFICERS OR DULY EMPOWERED EMPLOYEES**

(Give full name of each agent designated)

As a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of a 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 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 bill 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 and 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 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 act as true and lawful forwarding agent on behalf of said grantor for export control purposes, customs purposes, and for purposes of section 510.32 (f), General Order 4; The undersigned herewith agrees to the "Terms and Conditions of Service" as adopted by Customs Cleared.

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 operations 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 of 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 at all customhouses in any district any and all customs business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or maybe concerned or interested and which may properly be transacted or preformed by an agent and attorney, giving said agent and attorney full powers and authority to do anything whatever requisite and necessary to be done on the premises as fully as said grantor could if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these present; the foregoing power of attorney to remain in full force until notice of revocation in writing is duly given to 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 effect after the expiration of 2 years from the date of execution.

IN WITNESS WHEREOF, the said (8) \_\_\_\_\_

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

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

(12) \_\_\_\_\_  
(Corporate Seal)