Rev 2.0 Jun 2013



Client Worksheet

Company Information:		
Company Name:		
Address:		
Address:		
City/State/Zip:		
Website:		
Years in Business:		
D&B/DUNS:		
IRS#		
Is your company an active participant in the CTPAT Program?	YES	NO
If yes please provide your SVI#	_	
Would you like to learn more about the C-TPAT program and how to be participant? YES NO	come a	n active
Would you like us to provide cargo insurance on your shipments?	YES	NO
If you waive cargo insurance coverage, please initial here:		
Contact Information:		
Primary Operations Contact:		
Operations Tel Number:		
Operations Email:		
Primary Accounting Contact:		
Accounting Tel Number:		
Accounting Email:		
Saratoga Employee Recording this information:		



Terms & 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 Saratoga Forwarding Co., Inc., 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 principals, 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 carrier";
- (e) "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 and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

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 30 days 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 year from the date of the loss;
 - (ii) For claims arising out of air transportation, within one year from the date of the loss;
 - (iii) For claims arising out of the preparation and/or submission of an import entry(s), within 60 days from the date of liquidation of the entry(s);
 - (iv) For any and all other claims of any other type, within 90 days 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 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; 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 U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, 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 ensure 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 the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor 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 therefore; 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 and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

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) 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).
- (c) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:
- (i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to "Customs business," the amount of brokerage fees paid to Company for the entry;
- (d) 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, or for the acts of third parties.
- 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, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, 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, penalties, fines 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; 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 not have liability if the bank or consignee refuses to pay for the shipment.
- **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
- 21% 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 others 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 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. 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: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

- **21. 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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
- **22. 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 Massachusetts without giving consideration to principles of conflict of law. Customer and Company
- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Massachusetts;
- (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.





140 EASTERN AVENUE, CHELSEA, MASSACHUSETTS 02150 T: 617 889 5500 F: 617 889 5508





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CUSTOMS POWER OF ATTORNEY

and

Acknowledgement of Terms and Conditions of Service

Individual Partnership Corporation Sole Proprietorship LLC

IRS/EIN#

business as a	KNOW ALL MEN BY THESE PRESENTS:	I nat; <u>/</u>	corporation, sole proprietorship, or Limited Liability Compan	doing doing
appoints Saratoga Forwarding Co., 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 Unite 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 require by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor; perform any act or condition, which maybe required by law or regulation in connection with such merchandise deliverable to said grantor; to receiv 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 or withdrawal of anxieties and yessed or other means of conveyance owned or operated by said grantor, and any and allows which may be voluntarily given an accepted under applicable laws and regulations, consigned's and owner's declarations provided for in section 455, Tariff Act of 1930, as amended, of attidavits 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 in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or ope	business as a		under the laws of the State of	
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clearing, lading, unlading, 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 othe 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 agen and attorney; Giving to said agent and attorney full power and authority to do anything whatever requisite 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 full force and effect until 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 in the United States after the expiration 2 years from the dates of its execution); Grantor acknowledges receipt of Saratoga Forwarding Co., Inc. Terms and Conditions of Service governing all transactions between the Partie if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	imported merchandise or merchandise export navigation of any vessel or other means of cor accepted under applicable laws and regulation	ed with or without benefit of drawl eveyance owned or operated by said s, consignee's and owner's declaration	back, or in connection with the entr I grantor, and any and all bonds whi	y, clearance, lading, unlading o ch may be voluntarily given and
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 othe 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 agen and attorney; Giving to said agent and attorney full power and authority to do anything whatever requisite 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 full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this pow of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution); Grantor acknowledges receipt of Saratoga Forwarding Co., Inc. Terms and Conditions of Service governing all transactions between the Partie if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	Sign and swear to any document and to perfo clearing, lading, unlading, or operation of any	rm any act that may be necessary o vessel or other means of conveyan	or required by law or regulation in co ice owned or operated by said grant	connection with the entering, cor;
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 agen and attorney; Giving to said agent and attorney full power and authority to do anything whatever requisite 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 full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this powe of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the dates of its execution); Grantor acknowledges receipt of Saratoga Forwarding Co., Inc. Terms and Conditions of Service governing all transactions between the Partie if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	Customs duty refunds in grantor's name draw	ed within the territory to act as gran n on the Treasurer of the United S	ntor's agent; to receive, endorse and tates;. if the grantor is a nonresident	collect checks issued for t of the United States, to accep
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 full force and effect until 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 in the United States after the expiration 2 years from the dates of its execution); Grantor acknowledges receipt of Saratoga Forwarding Co., Inc. Terms and Conditions of Service governing all transactions between the Partie if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	laws of the territories, in which said grantor Is	ncluding filing of claims or protests s or may be concerned or interested	s under section 514 of the Tariff Ac d and which may properly be transa	et of 1930, or pursuant to othe cted or performed by an agent
Grantor acknowledges receipt of Saratoga Forwarding Co., Inc. Terms and Conditions of Service governing all transactions between the Partie if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	grantor could do if present and acting, hereby	and authority to do anything whater ratifying and confirming all that th	ver requisite necessary to be done in ne said agent and attorney shall lawf	n the premises as fully as said ully do by virtue of these
if the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. IN WITNESS WHEREOF, the said	This power of attorney to remain full force an of attorney is a partnership, the said power shaits execution);	d effect until revocation in writing all in no case have any force or effec	is duly given to and received by grant in the United States after the expirit	ntee (if the donor of this powe ration 2 years from the dates o
IN WITNESS WHEREOF, the said	Grantor acknowledges receipt of Saratoga Fo	orwarding Co., Inc. Terms and C	conditions of Service governing all tr	ransactions between the Parties
(Full name of company) caused these presents to be sealed and signed: (Signature)	if the Grantor is a Limited Liability Company,	the signatory certifies that he/she ha	as full authority to execute this power	er on behalf of the Grantor.
caused these presents to be sealed and signed: (Signature)	IN WITNESS WHEREOF, the said			·····
		(Full name of company	y)	
(Capacity) Date:	caused these presents to be sealed and signed	l: (Signature)		
\	(Capacity)	Date:		

If you are the importer of record, payment to the broker will not relieve you of liability for Customs and Border Protection (CBP) charges (duties, taxes or other debts owed CBP) 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 "Customs and Border Protection" which shall be delivered to CBP by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY			
317(112			
On this	day of	,20	, personally appeared before me .
residing at		·	, personally known or sufficiently identified to me, who
certifies tha	.t		(is) (are) the individual (s) who executed the foregoing instrument and acknowledge
it to be		free act and deed	
			(Notary Public).
		15	
		1 16	
		1 1	CORPORATE CERTIFICATION
			ficer of other than the one who executes the power of attorney)
_			
1,			, certify that I am the of
			, organized under the laws of the State of that
			, who signed this power of attorney on behalf of the donor, is-the
		of said corp	poration; 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 san	ne 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
			executed in accordance with the laws of the State or Country of Incorporation.
IN WITNES	SS WHEREOF 11	nave hereunto set my han	d and affixed the seal' of said corporation, at the City of
			a man man and one of our corporation, at the only of
	(Si	gnature)	(date))



Instructions for Completing the Customs Power of Attorney

- 1. Check the appropriate block indicating the type of organization Individual, Partnership, Corporation, Sole Proprietor, LLC
- 2. Enter the company's Federal Tax ID or IRS number in the indicated field
 - a. Individuals will fill in their social security number
 - b. US Customs will require IRS verification of the information on the Customs Power of Attorney please reference our document *IRS Proof of Importer Numbers* available in the Reference section of www.saratogaforwarding.com
 - c. Individuals must provide a copy of their social security number and a form of photo identification (driver's license or passport)
- 3. Enter the name of the organization
 - a. **Corporation or LLC** Enter the complete legal name of the corporation, as shown in the Articles of Incorporation. This should exactly match what the IRS has in their records.
 - b. **Partnership or Limited Partnership** Enter the full name of each partner and the business name of the partnership fill in top portion of second page of the POA as it pertains to Partnerships
 - c. **Sole Proprietorship** Enter the full name of the individual operating as a Sole Proprietorship and the business name under which business is transacted
 - d. Individual Enter the full name (First, Middle, Last) of the individual
- 4. Enter the type of business Corporation, LLC, Partnership, etc.
- 5. Enter the State of Corporation or the state in which the organization holds a business license
- 6. Enter the physical address of the company or individual this should match IRS records exactly. **PO Boxes are not permitted**.
- 7. Enter the name of the organization as it appears in #3 above
- 8. Signature of the person executing the Power of Attorney
 - a. Type or Print the full name of the person who executed the POA next to the signature
 - b. <u>Corporations</u> must be signed by an Officer of the company with appropriate authority

 typically President, Vice President, or Secretary. <u>A manager, general manager, or supervisor is not an acceptable signature by law.</u>
 - c. For an <u>LLC</u> an authorized official must sign the Power of Attorney, and by doing so is certifying that they have been given such authority under the Articles or Bylaws of the company
- 9. Title of the Officer or Authorized Individual who has signed the Power of Attorney
- 10. Date the Power of Attorney has been executed



140 EASTERN AVENUE, CHELSEA, MASSACHUSETTS 02150 T: 617 889 5500 F: 617 889 5508

CUSTOMS POWER OF ATTORNEY and

#1

Individual Partnership Corporation Sole Proprietorship LLC

IRS#:	#2	Acknowled	gement of Terms an	d Conditions of Service	LLC
			#2		
KNOW ALL	MEN BY THES	SE PRESENTS: That; 🗸	#3	ship, corporation, sole proprietorship, or Limited Liabili under the laws of the Stat	doing
business as a _		#4	(Full name of individual, partners	ship, comporation, sole proprietorship, or Limited Liabili under the laws of the Stat	ty Company) (Identify) te of
residing or ha	(Individual, partnership ving a principal	, corporation, sole proprietorship, or Limited place of business at	Liability Company) (Insert one)		, hereby constitutes and
appoints Sara	toga Forwardi	ng Co., Inc., its officers,	employees, and/or sp	pecifically authorized agents, to	act for and
on its behalf as	a true and lawf	ul agent and attorney of th	ne grantor for and in th	ne name, place and stead of said	grantor, from this date, in the United
States (the "ter	ritory") either in	writing, electronically, or	by other authorized r	means, to:	
by law or regul	sign, declare, or ation in connec signed by or to	tion with the importation,	ry, withdrawal, declara , exportation, transpor	ation, certificate; bill of lading, ca tation, of any merchandise in o	arnet or any other documents required r through the customs territory,
Perform any ac any merchandi		which maybe required by l	aw or regulation in co	nnection with such merchandise	e deliverable to said grantor; to receive
Make endorser any statement o Customs;	nents on bills o or certificate rec	f lading conferring author juired by law or regulation	ity to transfer title; ma n for drawback purpos	ke entry or collect drawback; ar ses, regardless of whether such of	nd to make, sign, declare, or swear to document is intended for filing with
imported merc navigation of a accepted under	handise or mero ny vessel or oth applicable laws	chandise exported with or er means of conveyance or	without benefit of dra wned or operated by s ee's and owner's declar	wback, or in connection with the aid grantor, and any and all bone	with the entry or withdrawal of ne entry, clearance, lading, unlading or ds which may be voluntarily given and 55, Tariff Act of 1930, as amended, or
Sign and swear clearing, lading	to any docume , unlading, or o	nt and to perform any act peration of any vessel or o	that may be necessary other means of convey	y or required by law or regulation vance owned or operated by said	on in connection with the entering, d grantor;
Authorize othe Customs duty i service of proc	r Customs Bro refunds in grant ess on behalf o	kers duly licensed within toor's name drawn on the Tothe grantor;	he territory to act as g reasurer of the United	rantor's agent; to receive, endor l States; if the grantor is a nonr	rse and collect checks issued for esident of the United States, to accept
And generally t laws of the terr and attorney;	to transact Cust itories, in which	oms business, including find said grantor Is or may be	ling of claims or prote e concerned or interes	ests under section 514 of the Ta ted and which may properly be	riff Act of 1930, or pursuant to other transacted or performed by an agent
Giving to said grantor could opresents;	agent and attori lo if present and	ney full power and authori d acting, hereby ratifying a	ity to do anything wha ind confirming all that	ttever requisite necessary to be a the said agent and attorney sha	done in the premises as fully as said all lawfully do by virtue of these
This power of sof attorney is a its execution);	attorney to rem partnership, the	ain full force and effect ur e said power shall in no cas	ntil revocation in writingse have any force or ef	ng is duly given to and received fect in the United States after the	by grantee (if the donor of this power ne expiration 2 years from the dates of
Grantor ackno	wledges receipt	of Saratoga Forwarding	g Co., Inc. Terms and	l Conditions of Service governing	ng all transactions between the Parties.
		#7	ry certifies that he/she	has full authority to execute this	s power on behalf of the Grantor.
IN WITNESS	WHEREOF,	the said $\frac{\pi}{}$			
			(Full name of compare) #8	pany)	
-		nled and signed: (Signatu		#10	
(Capacity)	#9)	Date:	#10	

If you are the importer of record, payment to the broker will not relieve you of liability for Customs and Border Protection (CBP) charges (duties, taxes or other debts owed CBP) 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 "Customs and Border Protection" which shall be delivered to CBP by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Witness: ,(if required)

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY			
317(112			
On this	day of	,20	, personally appeared before me .
residing at		·	, personally known or sufficiently identified to me, who
certifies tha	.t		(is) (are) the individual (s) who executed the foregoing instrument and acknowledge
it to be		free act and deed	
			(Notary Public).
		15	
		1 16	
		1 1	CORPORATE CERTIFICATION
		(To be made by an off	ficer of other than the one who executes the power of attorney)
_			
1,			, certify that I am the of
			, organized under the laws of the State of that
			, who signed this power of attorney on behalf of the donor, is-the
		of said corp	poration; 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 san	ne 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
			executed in accordance with the laws of the State or Country of Incorporation.
IN WITNES	SS WHEREOF 11	nave hereunto set my han	d and affixed the seal' of said corporation, at the City of
			a man man and one of our corporation, at the only of
	(Si	gnature)	(date))



U.S Customs and Border Protection IRS Proof of Importer Numbers

Acceptable Forms of Proof from the IRS -

- Form 147C
- Form 1040
- Form 2363
- Form 941/941V
- Form SS-4
 - Must be an actual copy of the letter received from the IRS in lieu of filing the SS-4 Application
 - Not the application sent to the IRS
 - Not the automatic online confirmation page
- Form 1065
- Form 8109/8109C
- Form 7004
- Form 355-ES
- Form 1096
- Form 1120/1120S
- Form 11234-IRS Proof

Note: Acceptable forms for Social Security Number Proof

- Legible Copy front and back of your social security card
- Top Portion of your Form 1040 FINANCIAL INFORMATION NOT NEEDED

The following documents are not acceptable -

- No ADP Filing Statements
- No STATE forms
- No W-9, W-2, W-3, Etc forms
- No SS-4 Applications

If you need proof from the IRS of your IRS number and address - please contact the IRS Customer Service Department in Cincinnati at (800)829-0115 between the hours of 7:00 am and 10:00 pm and ask for a faxed or emailed letter your filed name, address, and IRS#. You may tell them you're an importer and you need this for US Customs purposes.