



CUSTOMS POWER OF ATTORNEY

SS# or EIN # _____

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

Check appropriate:
 LLC
 Limited Partnership
 General Partnership
 Corporation
 Sole Proprietorship
 Individual

KNOW ALL MEN BY THESE PRESENTS: That _____,
(full name of person, partnership, corporation, sole proprietorship)

Doing business under the laws of the State of _____, as a _____,
(Corporation, individual, sole proprietorship, partnership)(insert one)

Residing or having a principle place of business at _____,
hereby constitutes and appoints **BNSF Logistics International, Inc.**, its licensed officers, officers, authorized agents, and any employee specifically authorized to act for said corporation 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 Ports, either in writing, electronically, or by other authorized means, and in no other name, to;

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, importer security filing, bill of lading, carnet, shippers export declaration, commercial invoice, insurance certificate, draft, electronic export information (EEI) or any other documents required by law or regulation in connection with the importation, exportation, or transportation of any merchandise shipped or consigned by or to said grantor;

Make endorsements on bills of lading conferring authority to make entry and 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 port;

Perform any act or condition which may be required by law or regulation of the Department of Commerce, Department of the Treasury or any other governmental agency in connection with such merchandise deliverable to or from said grantor; to receive or ship any merchandise;

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 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;

And generally to transact at the customhouse in any port any and all customs business, including making, signing and filing protests 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; To authorize other Customs Brokers duly licensed within the United States to act as grantor's agent; if the grantor is a nonresident or nonresident corporation of the United States to accept service of process on behalf of the grantor;

Appointment as Forwarding Agent: Grantor authorizes BNSF Logistics International Incorporated to act within the United States as lawful agent and sign or endorse export documents, commercial invoices, bills of lading, insurance certificates, drafts, and any other document necessary for the completion of an export on Grantor's behalf as may be required under law and regulation in the United States and to appoint Forwarding Agents on Grantor's behalf. Grantor authorizes BNSF Logistics International, Incorporated to endorse or negotiate any draft, check, or warrant drawn to the order of the Grantor in connection with the exportation of any commodity shipped, consigned or forwarded by Grantor.

This power of attorney is to remain in full force and effect until revocation in writing is duly given to and received by the Port Director of Customs and BNSF Logistics International, Incorporated. If the donor of this power of attorney is a partnership, the said power of attorney shall in no case have any force or effect after the expiration of two (2) years from the date of its execution;

Grantor hereby acknowledges that no insurance coverage is effected except upon express instructions given in writing by the customer and all insurance's effected by BNSF Logistics International, Incorporated are subject to usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk, and/or as stated on the insurance certificates.

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. If Grantor is a General Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document.

If Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of the Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

Grantor acknowledges receipt of BNSF Logistics International Inc. Terms & Conditions of Service governing all transactions between the Parties found on the website. www.bnsflogistics.com/TermsandConditions

IN WITNESS WHEREOF, THE SAID _____
(Full name of company)

Caused these presents to be sealed and signed:

Witness: _____

Signature: _____

Capacity: _____

* Corporate Seal (optional)

Date: _____

In accordance with 19 CFR 111.29, the following explains your rights regarding payment of Customs charges: If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties or 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 "Bureau of 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.



CORPORATE CERTIFICATION

(Required for Foreign Corporation or if Corporate Bylaws Require Two Signatures)
(To be made by an officer other than the one who executes the Power of Attorney)

I, _____, 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 corporation; and that said power of attorney was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the _____ day of _____, now in my possession or custody. I further certify that the resolution is in accordance with the Articles of Incorporation and by-laws of said corporation.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of _____ this _____ day of _____ in the year _____

(Signature) (Date)

*Note: The corporate seal may be omitted. Customs does not require completion of a certification. The grantor has the option of executing the certification or omitting it.

Individual or Partnership Certification * (Optional)

City _____
County _____
State _____

On this _____ day of _____, year _____ personally appeared before me _____ residing at _____

_____ (is)(are) the individual(s) who executed the foregoing instrument and acknowledge it to be a free act and deed.

Notary Public

Printed Name

Signature