

# CUSTOMER APPLICATION PACKAGE



DIETL INTERNATIONAL SERVICES CUSTOMER AGREEMENT FOR SERVICES AND CREDIT

CREDIT CARD AUTHORIZATION

CUSTOMER SHIPPING RECORD

DIETL INTERNATIONAL SERVICES TERMS AND CONDITIONS OF SERVICE

CUSTOMS IMPORT POWER OF ATTORNEY



**DIETL INTERNATIONAL CUSTOMER AGREEMENT FOR SERVICES AND CREDIT**

**CUSTOMER IDENTIFICATION**

Customer Name \_\_\_\_\_

Limited Liability Company  Corporation  Partnership  Sole Proprietorship/Individual

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing/Billing Address (if different from the above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Years in Business \_\_\_\_\_

Primary Contact for Account \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_ Sales Tax Exempt Number \_\_\_\_\_

Parent Company \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Predecessor Business \_\_\_\_\_

**INFORMATION ON PRINCIPALS**

For Limited Liability Company or Corporation: List all officers, directors, members and majority shareholders.

For Partnership or Proprietorship: List All Partners and/or Owners.

Name	Position

Have any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding?

Yes  No

Has any judgment ever been entered against any of the companies or individuals listed above?

Yes  No

Are there legal actions or arbitrations pending against any of the companies listed above?

Yes  No

**C-TPAT (CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM)**

C-TPAT Certified: Yes  No  If yes, please provide SVI number \_\_\_\_\_

Does your company participate in any foreign customs security program?: Yes  No

If yes, please provide Country of Program \_\_\_\_\_

**INSURANCE INFORMATION**

If Customer declines insurance by Dietl International Services, please provide information on your existing insurers (attach additional sheets as necessary).

Name of Insurance Underwriter \_\_\_\_\_ Policy Number \_\_\_\_\_

Type of coverage (e.g., cargo legal liability, commercial general liability) \_\_\_\_\_

Policy Effective Date \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

Deductible, if any \_\_\_\_\_

**CREDIT REFERENCES**

**Primary Bank** \_\_\_\_\_ Phone \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_

**Other Bank** \_\_\_\_\_ Phone \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_

**TRADE REFERENCES**

**Name** \_\_\_\_\_ Phone \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

Account Number \_\_\_\_\_

**Name** \_\_\_\_\_ Phone \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

Account Number \_\_\_\_\_

**Name** \_\_\_\_\_ Phone \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

Account Number \_\_\_\_\_

**PERSONS AUTHORIZED TO INSTRUCT DIETL INTERNATIONAL SERVICES AND INCUR CHARGES ON CUSTOMER'S ACCOUNT**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**SIGNATURE**

I certify that the information provided in this Agreement is true and correct and that I have the authority to sign this Agreement.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**CREDIT CARD AUTHORIZATION**

I am an existing client of Dietl International Services

I hereby appoint the owner, manager and all employees of Dietl International Services to be my attorneys-in-fact for the purpose of signing any documents necessary to purchase transportation services and to charge these purchases to

My credit card below:



Credit card:

Visa

MasterCard

American Express

Name on above card: \_\_\_\_\_

**CREDIT CARD BILLING ADDRESS:**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Card Number \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ CSV \_\_\_\_\_

D/L# of cardholder: \_\_\_\_\_

Specific services purchased: \_\_\_\_\_

I authorize Dietl International Services to debit my credit card shown above for the purchase of the transportation services whenever any of Dietl International Services staff receives a telephone call, reasonably believed to be from myself or someone acting on my behalf, requesting that they provide transportation services on my behalf and charge those services to the credit card account shown.

I understand that Dietl International Services will incur direct costs based on this order and I understand and agree that the charges shown above are non-refundable, non-disputable, and non-reversible. Accordingly, I (we) accept this charge and promise not to challenge or dispute the charge in any manner.

I agree that I will pay for all such services and will not hold Dietl International Services responsible for any of actions pursuant to this limited power of attorney.

**Attached to this limited power of attorney; I am enclosing a photocopy of both front & rear of my credit card including 1 or more picture ID**

Signature \_\_\_\_\_ Capacity \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_



**SHIPPERS ITINERARY CUSTOMER SHIPPING RECORD  
REQUIRED BY 49 CFR PART 15**

**Only a shipper in one of the following categories needs to complete this form:**

- A shipper defined as an **sole proprietor** or **individual**; or
- Any shipper with a physical address located in **Canada** or **Mexico** that tenders cargo for a flight departing from an airport within the U.S.

CUSTOMER NAME: \_\_\_\_\_

Shipment Date	From	To	Carrier	Goods	Costs (USD)



## DIETL INTERNATIONAL SERVICES TERMS AND CONDITIONS OF SERVICE

### PART 1 -TERMS AND CONDITIONS

Pursuant to the terms of this agreement and in consideration of fees charged, the undersigned "Customer" retains Dietl International Services ("DIS") as its agent to arrange transportation services and provide logistics assistance. These services include but are not limited to: preparing and/or processing export declarations and carnets; providing and/or arranging customs brokerage services; booking, arranging for, or confirming cargo space; preparing and/or processing delivery orders or dock receipts; preparing and/or processing bills of lading; arranging for and/or providing crating, packing, unpacking, and warehouse storage; arranging for cargo insurance; handling freight or monies advanced by shippers, or remitting or advancing freight or monies or credit in connection with the dispatching of shipments; and assisting with letters of credit, licenses, or inspections, or other documents or issues relating to the dispatch of cargo. Customer warrants that it is either the owner of the goods being shipped or represents the owner of the goods in all respects and is authorized to enter into this agreement on behalf of the owner of the goods.

Customer understands that DIS is not a carrier, but that DIS will use its best efforts to select and engage responsible carriers, warehousemen, and other transportation intermediaries on behalf of Customer. Customer understands that the terms and conditions of the storage receipts of warehousemen, and contracts of carriage of air, land and/or ocean carriers that DIS retains will apply to Customer as if Customer had entered into those contracts itself. In certain circumstances, DIS may provide warehouse services, ocean carriage in its capacity as a Non-Vessel Operating Common Carrier, air carriage in its capacity as an Indirect Air Carrier, and provide for the pickup, consolidation, line haul, break bulk, and distribution of less-than-truckload shipments as a licensed freight forwarder. In such instances, the terms of DIS' bill of lading or warehouse receipt will apply as if it had been issued to Customer. Customer is directed to copies of these documents posted on DIS' website.

Customer shall comply with all applicable laws and government regulations of any country to, from, through, or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to DIS as may be necessary to comply with such laws and regulations. Shipments covered by these terms and conditions are prohibited if diverted contrary to U.S. or other laws. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer, or such person or entity that originates and tenders Customer's goods for handling or transport, hereby consents to an inspection of the cargo.

#### 1A) LIMITATION OF LIABILITY FOR LOSS, DAMAGE, OR DELAY

DIS will not be liable for any loss, damage, or delay to goods caused by a carrier or warehouse. DIS may provide a preliminary notice of claim on Customer's behalf for loss, damage, or delay against a carrier or warehouse on behalf of Customer, but recovery on such claims will be limited by the terms of the underlying contracts of carriage or storage. For domestic air transportation, truck transportation, and warehousing, liability for damage is limited to \$0.50 per pound or \$40 per article, or as stated by the contract of carriage or storage, whichever is less. For international air transportation, damage is limited to 19 Special Drawing Rights per kilogram or as is provided for in applicable international conventions. For carriage by water, damage is limited to \$500 per package or customary freight unit.

DIS will not be liable for any loss, damage, or delay to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. DIS will not be liable for any punitive or exemplary damages nor any special, incidental, or consequential damages including lost income, profits, interest, or loss of market, whether or not DIS may have had knowledge that such damages might be incurred.

UNLESS OTHERWISE SPECIFIED, IT SHALL BE PRESUMED THAT THE VALUE OF CUSTOMER'S GOODS DOES NOT EXCEED \$0.50 PER POUND OR \$40 PER ARTICLE, WHICHEVER IS LESS, AND CUSTOMER AGREES THAT DIS' LIABILITY FOR ANY LOSS, DAMAGE, OR DELAY TO THE GOODS RESULTING FROM DIS' NEGLIGENCE OR OTHER FAULT, IF ANY, WILL BE LIMITED BY THIS PRESUMPTION. CUSTOMER HAS THE OPTION OF PAYING ADDITIONAL FEES TO PROCURE INSURANCE COVERAGE FOR PHYSICAL LOSS OR DAMAGE IN EXCESS OF THESE LIMITS BY PROVIDING WRITTEN REQUEST OF COVERAGE WITH DECLARED VALUE TO DIS PURSUANT TO SECTION 1B BELOW. CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT DIS TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER.

DIS WILL ONLY HONOR INSURANCE CLAIMS WHEN FEES ARE CHARGED ON AN INVOICE AND PAID TO DIS FOR INSURANCE COVERAGE ON THE SHIPMENT IN WHICH THE CLAIM OCCURRED.

#### 1B) SERVICE FEES DO NOT INCLUDE CARGO INSURANCE UNLESS REQUESTED (INSURANCE FEES PAID); DECLARATION OF VALUE FOR INSURANCE PURPOSE

DIS' fees and charges do NOT include the cost of cargo insurance covering physical loss or damage to the shipment. In the event Customer requests that DIS procure insurance for the shipment, DIS may decline such request in its sole discretion. Should DIS accept Customer's request to procure insurance, Customer will provide the declared value of the shipment which, in no event, will exceed the professional appraised value. Based upon Customer's representation as to declared value, DIS will provide Customer with the fees and terms of such insurance. Customer agrees, in those instances in which DIS accepts Customer's request to procure insurance, to pay additional fees in order to procure insurance in excess of DIS' limits of liability for physical loss or damage up to the declared value of the goods and understands that failure to pay fees for insurance coverage shall result in loss of coverage. Customer shall inform DIS in writing of the declared value of each shipment Customer wishes to insure in advance of the shipment date; failure of Customer to so advise DIS shall result in there being NO insurance coverage.

#### 1C) CUSTOMER WARRANTIES; INSPECTION OF SHIPMENTS

Customer warrants that it shall not tender to DIS any shipment containing explosives, destructive devices, or hazardous material for transport, handling, or storage. Customer warrants that it shall consider DIS' Customer Supply Chain Security Recommendations as posted on DIS' website. Customer agrees that DIS is allowed to inspect, through physical or any other means, any shipment tendered to DIS for transport, handling, or storage, including shipments in sealed packaging. DIS has the right to reject and return to Customer at Customer's expense, any shipment tendered to it in violation of Customer's warranties as set forth herein. Customer shall make no claim nor bring suit against DIS or any person or entity acting on behalf of DIS arising from any loss, damage, or delay caused by an inspection. Customer shall hold DIS harmless from and shall defend and indemnify DIS against any loss, damage, claim, or suit arising from any breach of the Customer's warranties as set forth herein.

#### 1D) PROMPT NOTICE OF LOSS, DAMAGE OR DELAY REQUIRED

Customer agrees to inspect its shipment upon delivery and give prompt notice of any loss or damage within 5 days of delivery for air or ground shipments and within 3 days of delivery for ocean shipments. Any oral notice of claim must be followed by written notice of claim. Customer agrees that DIS will not be held responsible for any loss or damage if written notice of damage is not provided to DIS within 10 days of delivery or in the event of loss within 15 days of when the goods should have been delivered. Customer agrees to monitor its shipment and to immediately give notice in writing to DIS of any delay. Any notice of delay must be made in writing no later than 5 days after the Customer's anticipated date of delivery. Customer agrees that notification of delay does not invalidate DIS' limitation of liability set forth in paragraph 1A above.

#### 1E) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS

Customer agrees that DIS has no obligation to consider claims or to assist Customer in the filing of such claims against carriers or warehousemen on behalf of Customer if Customer has not paid DIS' fees for insurance coverage and DIS' invoices in full for the shipment in which for the shipment in which the claim arose.

#### **1F) DIS GIVEN A LIEN ON INSURANCE PROCEEDS**

Customer agrees that DIS shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing as a result of loss, damage, or delay to Customer's goods.

#### **1G) CLAIMS EXPIRE AFTER ONE YEAR**

Customer agrees that any suit brought against DIS must be commenced within one year from the date of this agreement or after completion of the services performed, whichever is later. In the event of delay or non-delivery, the scheduled delivery date shall be deemed as the day on which services were completed for purposes of computing the one-year time limit.

### **PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT**

#### **2A) PAYMENT GUARANTEED BY CUSTOMER**

Customer guarantees payment for all services rendered and carriage arranged by DIS on Customer's behalf.

#### **2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS**

Estimates of fees for DIS' services may have been provided using exchange rates then in effect. Actual charges will reflect the currency exchange rate at the time the invoice is issued.

#### **2C) CREDIT TERMS; SERVICE FEES ACCRUE ON LATE PAYMENTS**

Customer agrees to pay DIS' invoice(s) prior to first shipment date or COD, whichever date comes first, unless otherwise agreed to in writing by DIS, or upon DIS' request when payment in advance is required by a carrier. For any payments not received within ten days of the payment due date, Customer agrees that DIS will be entitled to late fees of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.

#### **2D) DIS ENTITLED TO ATTORNEY'S FEES INCURRED IN COLLECTION**

Customer agrees to pay DIS' reasonable attorney's fees, costs, and other expenses incurred in the event DIS determines that consultation with or retention of an attorney is necessary for collection.

#### **2E) DIS GIVEN A LIEN ON GOODS FOR UNPAID CHARGES**

Customer and consignee, holder, or assignee on any bill of lading shall be jointly and severally liable for all unpaid fees for services provided under this Agreement. When DIS is instructed to collect charges from any person or entity other than Customer, Customer shall remain liable for the charges and interest if DIS is not paid. DIS SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY FEES ON CURRENT AND PRIOR SHIPMENTS, REGARDLESS OF CREDIT ARRANGEMENTS, OWED BY THE CUSTOMER, CONSIGNEE, HOLDER, OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT DIS' LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID. Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form requested by DIS. Customer appoints DIS as its attorney-in-fact to sign any such notice on Customer's behalf in the event Customer fails to sign it immediately upon DIS' request.

#### **2F) CONSENT TO RECEIVE CREDIT INFORMATION**

Customer authorizes DIS to obtain credit reports on Customer and any representatives listed in Customer's Customer Agreement for Services and Credit, and obtain credit and funding information from Customer's bank or other references. It is understood that any such credit information will be held in strict confidence and used only for DIS' business purposes. Customer further agrees to supply such additional information as may be required by DIS to warrant future extensions of credit or to enable DIS to perfect liens or to recover upon any bond issued.

#### **2G) DUTIES AND TAXES**

Customer acknowledges that Customer is solely responsible for collecting, reporting, and paying any and all sales taxes, use taxes, excise taxes, customs duties, and all other assessments on Customer's goods, regardless of the role(s) undertaken by DIS on behalf of Customer, and as may be required by applicable laws or as imposed by any governmental authorities. In the event a governmental authority imposes a tax, customs duty, or other assessment against DIS regarding Customer's goods, Customer shall promptly acknowledge and pay Customer's obligation hereunder to the governmental authority and shall defend, hold harmless and indemnify DIS against such action and assessment.

### **PART 3 - SPECIAL POWER OF ATTORNEY**

In addition to the U.S. Customs Import Power of Attorney, Customer specifically grants the following export power of attorney: POWER OF ATTORNEY GRANTED BY CUSTOMER AS U.S. PRINCIPAL PARTY IN INTEREST TO AUTHORIZED AGENT FOR EXPORT SHIPMENTS -Know all persons by these presents, that Customer is the U.S. Principal Party in Interest organized and doing business under the laws of the U.S. and having an office and place of business as indicated below hereby authorizes Dietl International Services at 5438 West 104th Street, Los Angeles, CA 90045 to act for and on its behalf as a true and lawful agent and attorney of the U.S. Principal Party in Interest (USPPI) for, and in the name, place, and stead of the USPPI, from this date, in the U.S. either in writing, electronically, or by other authorized means to: act as authorized agent for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection purposes; prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the U.S. Census Bureau, U.S. Customs and Border Protection, U.S. Department Commerce-Bureau of Industry and Security, or any other U.S. Government agency; perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the USPPI and receive or ship any goods on behalf of the USPPI. The USPPI hereby certifies that all statements and information contained in the documentation provided to the authorized agent and relating to exportation is and will be true and correct. The USPPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation. Customer shall hold DIS harmless from and shall defend and indemnify DIS against any action or assessment by a governmental authority arising from any breach by Customer of Customer's export compliance obligations. This power of attorney is to remain in full force and effect until revocation in writing is duly given by the USPPI and received by the authorized agent.

### **PART 4 - TERM OF AGREEMENT AND TERMINATION; LEGAL JURISDICTION**

#### **4A) TERM OF AGREEMENT AND TERMINATION**

This Agreement shall be effective upon execution by both parties. Part 1, Part 2, and Part 4 shall survive termination of this Agreement for any reason. This Agreement shall remain in effect until canceled by either party upon thirty days' written notice to the other party. If Customer terminates this Agreement, Customer agrees to pay DIS' fees for all services and expenses incurred up to the point of termination forthwith upon issuance of DIS' invoice. DIS has the right to immediately terminate this Agreement upon breach of the agreement by Customer for failure to pay DIS' fees.

The parties agree that a scanned, electronic, or faxed signature will be as equally binding as an original signature on these Terms and Conditions of Service and any other DIS documents.



Customer understands that the terms and conditions under which DIS' services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on DIS' web site and which are also available to Customer upon request. Customer agrees that the posted terms and conditions on DIS' website on the date of a shipment will apply to that shipment and govern the parties' obligations.

**4B) APPLICABLE LAW AND FORUM SELECTION**

To the extent not governed by applicable federal statutes, the laws of the state of California shall govern the validity, construction, and performance of this Agreement and all controversies and claims arising hereunder. Customer agrees that the forum for any litigation arising out of the performance of this Agreement, whether initiated by the Customer or DIS, shall be Los Angeles County, California.

**4C) EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

DIS provides equal employment opportunity to applicants and employees, without regard to race, color, religion, sex, national origin, disability, or veteran status, and takes affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, nation origin, disability, or veteran status; as a federal contractor, DIS complies with applicable provisions requiring equal employment opportunity as required by law. For additional information, please access the federal Equal Employment Opportunity Clause at DIS' website.

**4D) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERSEDES CONTRARY ORDERS**

These terms comprise the entire agreement between Customer and DIS. If the terms of this Agreement differ in any material way from the terms of Customer's order or other documents issued to DIS, the terms of this Agreement shall take precedence over the terms of any such order or documents.

**PART 5 - ACKNOWLEDGMENT AND WARRANTY OF AUTHORITY**

**WARRANTY OF AUTHORITY AND CERTIFICATION**

The person signing this Agreement on behalf of the Customer represents and warrants that s/he has the authority to sign this agreement on behalf of Customer, including appointment of DIS as Customer's attorney in fact, and to guarantee DIS full and prompt payment. The person signing below further certifies that the information given in the Customer Agreement for Services and Credit is true, correct, and complete, and further understands that DIS will rely on this information for credit purposes.

**Accepted by Dietl International Services:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**On Behalf Of:** \_\_\_\_\_  
Company or Artist

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**U.S. CUSTOMS IMPORT POWER OF ATTORNEY**

(1) Employer Identification Number or Social Security Number: \_\_\_\_\_

(2) Check Appropriate Box:

Corporation  Partnership  Sole Proprietorship  Limited Liability Company  Individual

Know all men by these presents, that

(3) \_\_\_\_\_, Principal<sup>1</sup> dba

(4) \_\_\_\_\_ doing business as a

(5) \_\_\_\_\_, under the laws of the State of

(6) \_\_\_\_\_, having a principal place of business at

(7) \_\_\_\_\_,

hereby constitutes and appoints TECHNO EXPORT, INC., having a principal place of business at 147-29 182<sup>nd</sup> Street, Suite 200, Jamaica, NY 11413, their subsidiaries, officers, employees, and other customs brokers and/or specifically authorized agents, to act for and on its behalf, as a true and lawful Agent and Attorney of the Principal named above for, and in the name, place, and stead of the Principal, from this date, either in writing, electronically, or by other authorized means, 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 Principal hereby ratifies and confirms all that said Agent and Attorney shall lawfully do or cause to be done by virtue of these presents and that this Power of Attorney is to remain in full force and effect until notice of revocation in writing is duly given by the Principal and received by the Agent/Attorney. Such authorization includes acts as Agent/Attorney on behalf of Principal for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection purposes.

Principal hereby certifies that all statements and information contained in the documentation provided to Agent/Attorney named above by Principal relating to the exportation and customs transaction will be true and correct. Furthermore, Principal understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any U.S. laws or regulations on exportation and customs transactions.

In the execution of this Power of Attorney, Principal expressly acknowledges that DIETL INTERNATIONAL SERVICES will act as the freight forwarder in any and all customs transactions. Principal expressly acknowledges that customs entries will be made by TECHNO EXPORT, INC. or another duly authorized customs broker, and that all charges for such transactions will be billed to Principal by DIETL INTERNATIONAL SERVICES. Principal hereby agrees to such arrangement and waives direct receipt of charges from TECHNO EXPORT, INC. or other duly authorized customs broker. Principal further agrees that it is liable for any and all charges (including but not limited to duties, taxes, penalties, liquidated damages, or other debts owed to any customs or other governmental authorities imposed for any reason) without restriction or limitation and shall indemnify Agent/Attorney for any and all unpaid charges. Principal may pay for U.S. customs charges by separate check made out to "U.S. Customs & Border Protection" which shall be delivered to customs by the broker, provided Principal has made advance arrangements with the broker for timely receipt of duty checks.

<sup>1</sup> Include the name of U.S. Principal Party in Interest, if applicable

Included within the powers granted herein are the powers to:

Make, endorse, sign, declare, transmit, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, air waybill, carnet, or any other documents required by law or regulation in connection with the importation, exportation, or transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said Principal, including authority to act as the Principal's true and lawful agent for purposes of moving cargo and preparing and filing the Electronic Export Information (EEI) and other documents or records required to be filed in accordance with U.S. laws and regulations, whether by signature, electronic filing, or other endorsement;

Perform any act or condition which may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the Principal, and to receive or ship any goods on behalf of Principal;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and 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 or any other agency of the United States Government;

Sign, seal, and deliver for and as the act of said Principal 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 Principal, 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 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, unloading, or operation of any vessel or other means of conveyance owned or operated by said Principal;

Authorize other Customs Brokers duly licensed within the territory to act as Principal's agent; to receive, endorse and collect checks issued for Customs duty refunds in Principal's name drawn on the Treasurer of the United States; if Principal is a nonresident of the United States, to accept service of process on behalf of the Principal;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said Principal is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney; and

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 Principal 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.

Appointment as Forwarding Agent: Principal authorizes the above Agent/Attorney to act within the territory as lawful agent and sign or endorse export documents (i.e., commercial invoices, bill of lading, air waybill, insurance certificates, drafts, and any other documents) necessary for the completion of an export on Principal's behalf as may be required under law and regulation in the territory and to appoint forwarding agents on Principal's behalf.

**Principal agrees to abide by the terms, conditions and limits of liability of the freight forwarder herein as applicable to Agent/Attorney. The signatory certifies that he/she has full authority on behalf of the Principal. If the Principal 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 date of its execution.**

IN WITNESS WHEREOF, the said (8) \_\_\_\_\_,<sup>2</sup>

(9) \_\_\_\_\_ and its subsidiaries and dba's as listed above caused these presents to be signed:

(10) Print Name: \_\_\_\_\_ Signed: \_\_\_\_\_

(11) Title: \_\_\_\_\_ (12) Date: \_\_\_\_\_

(13) Witness Name: \_\_\_\_\_ (14) Witness Signed: \_\_\_\_\_

## **INSTRUCTIONS**

1. Insert Principal's Employer Identification Number (EIN) issued by the US Internal Revenue Service.
2. Check the appropriate box that describes how the Principal is legally organized.
3. Insert the legal name of the Principal.
4. Insert any 'doing business as' (dba) names that the Principal uses when conducting business.
5. Insert how the Principal is legally organized; this should be the same as #2.
6. Insert the name of the State or other legal jurisdiction under whose laws the Principal is legally organized.
7. Insert the complete address of legal record of the Principal where they accept legal process.
8. Insert how the Principal is legally organized; this should be the same as #5 and #2.
9. Insert the legal name of the Principal; this should be the same as #3.
10. Insert the signature and printed name of officer or other authorized employee of the Principal listed in #3. This person should sign in blue or black ink here.
11. Insert the title of the person signing #10.
12. Insert the date when the document was signed.
13. Insert the printed name of a person that witnessed the signing of #10. This person should sign in blue or black ink here.
14. Insert the signature of a person that witnessed the signing of #10. This person should sign in blue or black ink here.

<sup>2</sup> Include the name of U.S. Principal Party in Interest, if applicable