

KAS Customs Services

CUSTOMS POWER OF ATTORNEY

(1) IRS# (FEIN) or SSN: _____ Individual Partnership Corporation Sole Proprietorship LLC

KNOW ALL MEN THESE PRESENTS: That, (2) _____
(Full name of corporation, sole proprietorship or individual)

a corporation doing business under the laws of the State of (3) _____
(State of Incorporation)

or a (4) _____ doing business as (5) _____
(Individual, or Sole Proprietor) (Fictitious business name if any)

residing at (6) _____ having an office and place of business at
(Individual's Residential Address)

(7) _____
(Street Address of Company) (City) (State) (Zip Code)

hereby, constitutes and appoints **KAS Customs Services**, its officers, employees, and/or specially authorized agents, including but not limited to any of its licensed officers or employees duly authorized to sign documents by power of attorney, to act on its behalf as 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 United States (inclusive of all customs districts) (hereinafter, "the territory"), either in writing, electronically, or by other authorized means, 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 in any customs district;

To sign, seal, and deliver for any 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 navigating of any vessel or the 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 Broker 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 at the customhouses in any district 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 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 revoked, and notice of revocation in writing is duly given to and received by the District Director of Customs of the district aforesaid. If the donor of this power of attorney is a partnership, the said power shall in no case have any force of effect after the expiration of 2 years from the date of its receipt in the office of the district director of customs of the said district.

Grantor acknowledges receipt of KAS Customs Services Terms and Conditions of Service governing all transactions between the Parties. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute his power of attorney on behalf of Grantor.

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

Grantor waives the confidentiality requirements of 19 C.F.R. §111.24 as well as the requirements of 19 C.F.R. §111.36, which requires customs brokers to transmit a copy of their bill for services directly to the importer, and authorizes the customs broker to transmit its bill for services and copies of the customs entry documents and related documents through Grantor's forwarder

Importer Security Filings: The timely, accurate and complete submission of Importer Security Filings is the responsibility of the importer. Principal is responsible for providing KAS Customs Services with timely, accurate and complete data for submission with the Importer Security Filing, and with promptly notifying KAS Customs Services of any changes to that data. Importer hereby agrees to indemnify and hold harmless KAS Customs Services from any penalty, charge, liquidated damages claim or any other damages which KAS Customs Services may incur by reason of the principal's failure to timely provide and/or update complete and accurate information relating to the ISF.

IN WITNESS WHEREOF, the said (8) _____ has caused these presents
(Full name of the corporation, sole proprietorship or individual)

to be sealed and signed: (9) Signature _____ (10) Print Name: _____

(11) Capacity (**Must** be a corporate Officer) _____ (12) Date: _____

(13) Signer's Contact info: Phone: _____ E-Mail Address: _____

Grantor's Date of Birth: _____ Website: _____

State UBI Number: _____

U.S. Customs and Border Protection now requires that the grantor provide his/her unexpired government-issued photo identification. Please provide a copy at the time of completing the power of attorney.

(14) WITNESS 1 _____ WITNESS 2 _____

(If not a corporation, provide signatures, names & complete physical address of 2 witnesses **OR** have grantor's signature notarized)

In signing this power of attorney you are acknowledging that your assigned agent or forwarder, _____, will invoice you for all freight and Customs charges combined in one invoice along with copy of the entry unless specified otherwise. 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 will be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our offices to arrange timely receipt of duty checks. For remote location filing entries live check payments are not accepted, the only accepted method of payment is via ACH.

(Corporate Seal) or

***** Please, provide FEIN supporting document and a copy of Business card for verification of POA grantor's identity and legal authority *****

Partnership Addendum

Instructions: Check the applicable box. Complete only the applicable corresponding statement. **(Only one statement will apply)**

For limited and general partnerships, also complete the list below to provide the names of all other partners with authority to bind the firm.

Limited Partnership * - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (partnership), a Limited Partnership organized within the State or Country and Province of _____, as follows;

General Partnership - I, _____ (name) hereby certify that the following persons and/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (partnership), a General Partnership organized within the State or Country and Province of _____, as follows;

Name (Person or Entity)	Capacity
_____	_____
_____	_____
_____	_____
_____	_____

(You may list additional Partners, on a separate sheet)

Sincerely,

Signature

Printed Name

Capacity

Date

Notice:

This Partnership Addendum applies to entities solely structured as partnerships.

**This Addendum by itself is not valid to certify a Limited Partnership Customs Power of Attorney (POA). A copy of the limited partnership agreement is required to be filed with the POA to certify it valid pursuant to 19 CFR 141.39(a)(2).*

CORPORATE CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A.

(To be made by an Officer other than the one who executes the power of attorney on Page 1)

I, _____,
(Name)

certify that I am the _____ of _____
(President, Treasurer, CEO, COO, CFO or COO) (Name as registered with EIN/SS #)

organized under the laws of the Sate or Country or Province of _____

that, _____, who signed this Power of Attorney on behalf of Grantor,
(Name of signatory of Power of Attorney)

is the _____ of said corporation; 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 same appears in a resolution of the Board of Directors. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

(Signature)

(Date)

INDIVIDUAL OR PARTNERSHIP CERTIFICATION REQUIRED OF NON-RESIDENTS OF U.S.A

(Optional for U.S. Parties, to be determined by the law of the State where this instrument is signed)

CITY: _____ COUNTY: _____ STATE: _____

On this _____ day of _____, 20____, personally appeared before me _____ residing at _____, personally know or sufficiently identified to me, who certifies that _____ (is)(are) the individual(s) who executed the foregoing instrument and acknowledge it to be (his) (her) free act and deed.

NOTARY SIGNATURE

NOTARY PUBLIC STAMP

KAS CUSTOMS SERVICES

Governing 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 documents(s) shall govern those services.

1. Definitions.

- "Company" shall mean II Jin Lee dba KAS Customs Services as well as its subsidiaries, related companies, agents and/or representatives as may exist;
- "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;
- "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- "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 performing duties in connection with importer security filing services, 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: as to all other services, Company acts as an independent contractor

3. Limitation of Actions.

- 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.
- All suits against Company must be filed and properly served on Company as follows:
 - For claims arising out of ocean transportation, within one (1) year from the date of the loss;
 - For claims arising out of air transportation, within two (2) years from the date of the loss;
 - For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
 - For any and all other claims of any other type, within two (2) years 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 action(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.

- Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, 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 or false statement by the Customer 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.
- Customer acknowledges that it is required to provide verified gross mass and weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to vessel operators and other providers. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or incomplete statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

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 therefor; 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.

- Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- Subject to (d) 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, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- 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).
- In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
 - where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - 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.

(f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

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 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, 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. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "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.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. 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 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.

- 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;
- 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.
- 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. 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.

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.

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 Washington without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Pierce County, Washington and at no other place.

-Customer and Company

- irrevocably consent to the jurisdiction of the United States District Court at Pierce County, Washington and the State courts of King County;
- agree that any action relating to the services performed by Company, shall only be brought in said courts;
- consent to the exercise of *in personam* jurisdiction by said courts over it, and
- further agree that any action to enforce a judgment may be instituted in any jurisdiction.