



Power of Attorney Validation Checklist

Documents to verify the identity and authority of the signatory

- ☐ **Driver's License**
- ☐ **State Identification Card**
- ☐ **Passport (for foreign Importers)**
- ☐ **IRS SS-4 Form or EIN Issuance Letter**
- ☐ **Business Card of the Signatory**
- ☐ **Social Security Card (for individual importers)**
- ☐ **Utility Bill showing the Importer's address**
- ☐ **DUNS Number**

Form 5106(for first time importers)

Customer Contact Information

Contact Person

Capacity

Email

Telephone Number

Company Website



CUSTOMS POWER OF ATTORNEY

Acknowledgment of Terms and Conditions of Services

☐ Individual ☐ Partnership ☐ Corporation ☐ Limited Liability Company ☐ Sole Proprietorship

IRS/SS No

KNOW ALL MEN BY THESE PRESENTS:

That,

(Full Name of individual, partnership, corporation, Limited Liability Company or sole proprietorship)

doing business as

under the laws of the State/Province of

residing or having a principal place of business at

hereby constitutes and appoints **Titan CHB Inc** its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day and in all Customs Ports and in no other name either in writing, electronically, or by other authorized means to:

Transmit Import Security Filings(ISF)on behalf of the Grantor; to make endorse, sign declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said Grantor; to perform any act or condition which maybe 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 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 statements, schedule, certificate, abstract declaration, or other affidavit or document is intended for filing in any Customs District.

To sign, seal, and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading or navigation of any vessel or other means of 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 Brokers to act as the Grantor's agent; to Receive, endorse and collect checks issued for Customs duty refunds in the Grantor's name drawn on the Treasury of the United States; if the Grantor is a nonresident of the United States, to accept service of process behalf of the Grantor and to appoint subagents.

Generally to transact at the customshouses in any district any and all Customs business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930,in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent or 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 virtue of these presents; the foregoing Power of Attorney to remain in full force and effect until the date of revocation, or until notice of revocation in writing is duly given to and received by a District Director of Customs. If the Grantor is a Partnership or Limited Liability Company, the Grantor shall state on a separate addendum the names of all Partners, Managers, Members, or Directors who have authority to execute the Power of Attorney on behalf of the Partnership or LLC. If the Grantor is a Limited Partnership, the Grantor must also provide acopy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the Partners who are authorized to execute the Power of Attorney, pursuant to 19 CFR 141.39(a)(2).

Pursuant to 19 CFR 111.36(c)(2)(i), with execution of this Power of Attorney, the Grantor waives the right to receive a true copy of the brokerage's fee and charges associated with Customs clearance transaction if said fee and charges are to be collected by or through a freight forwarder.

IN WITNESS WHEREOF, the said

(Full name of individual, partnership, corporation, sole proprietorship, or Limited Liability Company)

Caused these presents to be sealed and signed:

Signature

Printed Name

Capacity

Date

METHOD OF PAYMENT ADVISORY STATEMENT

Pursuant to 19 CFR 111.29(b) if you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes, or other debts owed to 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 shall be delivered to Customs by the broker. If you elect to make payment with a check made payable to the U.S. Customs and Border Protection, Titan CHB Inc. must be notified in advance.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION BY NOTARY (FOR U.S. ENTITY)
(Optional, but recommended to expedite validation of your power of attorney)

CITY:

COUNTY:

STATE:

On this day of 20 , personally appeared before me

residing at

personally known 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

CERTIFICATION(FOR NON-RESIDENTIAL ENTITIES ONLY
(Must be completed by a corporate officer other than the one who executes the Power of Attorney)

I, _____, certify that I am the _____ of the Grantor and that _____ who signed this Power of Attorney on behalf of Grantor has the authority to sign this Power of Attorney on behalf of Grantor.

IN WITNESS WHEREOF, I have here unto set my hand at the city of _____ in the State/Province of _____

Signature

Date

GOVERNING TERMS & CONDITIONS OF SERVICES

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.
 - (a) "Company" shall mean Titan CHB Inc.as well as its subsidiaries, related companies, agents and/or representatives as may exist;
 - (b) "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;
 - (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 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.
 - (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 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.
 - (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 (1) year from the date of the loss;
 - (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
 - (iii) 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);
 - (iv) 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.
 - (a) 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;
 - (b) In preparing and submitting customs entries, applications, 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.
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.
 - (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
 - (b) 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;
 - (c) 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).
 - (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - (ii) 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. 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.
13. 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.
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. Customer hereby releases Titan CHB Inc of the confidentiality protection in 19 CFR 111.24. By this waiver, grantor acknowledges that U.S. Customs and Border Protection will not take any disciplinary action under the CBP Regulations of 19 USC 1641 against Titan CHB Inc in the event there is a disclosure of grantor's information by Titan CHB Inc
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.

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.
20. 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.
21. 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 California without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles, California and at no other place.

Customer and Company

 - (a) irrevocably consent to the jurisdiction of the United States District Court for the Central District of California and the State courts of Los Angeles County;
 - (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.

Signature

Company Name

Date