

# POWER OF ATTORNEY

## & Acknowledgement of Terms and Conditions of Service



(1) IRS#: \_\_\_\_\_

Check appropriate box:

<input type="checkbox"/>	Individual
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Liability Partnership (LLP)*
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Limited Liability Corporation (LLC)*
<input type="checkbox"/>	Sole Proprietor
<input type="checkbox"/>	Foreign Resident or Foreign Corp.

KNOW ALL MEN BY THESE PRESENTS That (2) \_\_\_\_\_  
 (Full Name of Person, Partnership/Corporation or Sole Proprietorship)

a corporation doing business under the laws of the state of (3) \_\_\_\_\_  
 or doing business as \_\_\_\_\_ Residing  
 at (4) \_\_\_\_\_

having an office and place of business at (4) \_\_\_\_\_

Hereby constitutes and appoints: **Jagro Air Services, Inc. (“Jagro”)**

a corporation organized under the laws of the State of New York, is hereby designated as my attorney in fact to act through its licensed officers and employees, affiliates, subagents and lawful designees as my attorney in fact, and its duly authorized agents as a true and lawful agent(s) and attorney (ies) of the grantor named above for and in the name, place, and stead of said grantor from this date, and in all states of the United States and United States Customs Districts, and in no other name, to conduct all of affairs and to exercise all of legal rights and powers, and anything whatever requisite and necessary to be done incident to the exportation, importation, transportation, movement, clearance, lading and unloading of merchandise handled for grantee by **Jagro** including:

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 transportation, importation, exportation, entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by the said grantor;

To make, endorse, sign, declare, or swear to any export declarations, U.S. shipper’s export declaration, export documents, entry, withdrawal, declaration, certificate, bill of lading, carnet or other document required by law or regulation in connection with the transportation, exportation, or importation, 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 delivered to said grantor; including authorization of ISF (Importers Security Filing) on our behalf;

To authorize and designate subagents and to execute powers of attorney on behalf of the grantor delegating full power and authority hereunder and specifically to authorize and designate a Customs Broker(s) and to execute powers of attorney on behalf of the grantor designating a Customs Broker(s) to act as grantor’s agent; to authorize such Customs broker(s) 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 to authorize such Customs Broker(s) to generally to transact at the custom houses 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 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 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 or U.S. federal or state agency;

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 connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned by or operated by said grantor, and any and all the bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee’s and owners declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;

Where the grantor is being billed for brokerage services through a freight forwarder, the grantor acknowledges that it is **Jagro** and not the forwarder who is conducting Customs business; In addition, by executing this power of attorney, the grantor acknowledges that all of **Jagro’s** fees and expenses may be billed and collected by the forwarder and the grantor waives any requirement that an invoice or statement of the brokerage charges be sent directly by Jagro to the grantor; nothing here in shall be construed as preventing the grantor from directly communicating with **Jagro**;

By executing this power of attorney, the grantor acknowledges receipt and consent to the “Terms and Conditions of Service” annexed hereto and of the following notice required to be given pursuant to 19 CER 111.29(b)(1): *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. Bureau of Customs & Border Protection” which will be delivered to Customs by the broker.*

The forgoing power of attorney to remain in full force and effect until the UNTIL day of REVOKED or until notice to Jagro of its termination or notice of revocation in writing is duly given to and received by the appropriate authority. Where the grantor is a “Partnership or a “Limited Liability Partnership” the signatory certifies it has full authority to execute this on behalf of the grantor and the said power shall in no case have any force or effect after the expiration of 2 years from the date of its execution.

IN WITNESS WHEREOF, the said (5) \_\_\_\_\_

Has caused these presents to be sealed and signed: (Signature) (6) \_\_\_\_\_

(Capacity or Title) (7) \_\_\_\_\_ (8) Date: \_\_\_\_\_

WITNESS:(9) Print Name \_\_\_\_\_

Signature: (10) \_\_\_\_\_ (Corporate Seal) \* Optional