

INSTRUCTIONS TO COMPLETE POWER OF ATTORNEY FORM

- 1) CHECK APPROPRIATE FIELD
- 2) FULL NAME OF COMPANY/ INDIVIDUAL
- 3) INFORMATION WILL BE THE SAME AS THE FIELD CHECKED IN 1)
- 4) FEDERAL TAX ID, IRS NUMBER, OR SOCIAL SECURITY NUMBER IF AN INDIVIDUAL.
- 5) STATE OF INCORPORATION
- 6) FULL ADDRESS OF BUSINESS
- 7) NAME OF COMPANY (EXACTLY AS #2)
- 8) SIGNATURE OF OFFICER OF COMPANY (PRES., VP, or TREAS.)
- 9) PRINTED NAME AND TITLE OF OFFICER SIGNING POWER OF ATTORNEY (PRES., VP, or TREASURER OR SECRETARY.)
- 10) DATE
- 11) ONE WITNESS (*UNLESS INDIVIDUAL, THEN 2 WITNESSES REQUIRED*)

***** NOTE*****

IN ACCORDANCE WITH US CUSTOMS GUIDANCE:

PLEASE PROVIDE A COPY OF A STATE OF FEDERAL ISSUED NON-EXPIRED PHOTO IDENTIFICATION OF THE OFFICER WHO HAS SIGNED THE POWER OF ATTORNEY.

**** CORPORATE CERTIFICATION: OFF SHORE FOREIGN IMPORTERS MUST COMPLETE THE CORPORATE CERTIFICATION****



CUSTOMS POWER OF ATTORNEY,

DESIGNATION OF FORWARDING AGENT
AND DESIGNATION AS IMPORTER SECURITY FILING AGENT

(1) Check Appropriate:

____ Partnership _____ Limited Liability Company
____ Corporation _____ Other _____
____ Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS: That (2) _____ (Full name of person, partnership, corporation or sole proprietorship) (Identify) doing business as a (3) _____ (Corporation, individual, sole proprietorship, partnership), IRS or Social Security No. (4) _____, under the laws of the State of (5) _____, residing or having a principal place of business at (6) _____, hereby constitutes and appoints UUL Global USA LLC. its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a 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 (the territory) either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, importer security filing, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs.

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits 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 grantor;

Authorize other Customs Brokers duly licensed within the territory 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 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 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 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 full force and effect **until revocation** in writing is duly given to and received by grantee (if the donor 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 dates of its execution);

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign or endorse documents (i.e. commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of a shipment on grantor's behalf as may be required under law and regulation in the territory and to appoint forwarding agent's on grantor's behalf;

Grantor acknowledges receipt of the UUL Global USA LLC. Terms and Conditions of Service governing all transactions between the Parties and agrees to be bound by such Terms and Conditions of Service which are attached to the Service Agreement and incorporated herein by reference as though fully set forth.

IN WITNESS WHEREOF, the said (7) _____
(Full Name of Company)

caused these presents to be sealed and signed: (Signature)(8) x _____
Printed name and Title: (9) _____ Date: (10) _____

Witness: (11) _____

If you are the importer of record, payment to the broker will not relieve you of liability for US 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 "US

Customs Service” which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

Rev. 01/2012

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". All rights and remedies of Company contained in all documents, contracts, bills of lading and their terms and conditions shall be cumulative.

1. **Definitions.**
 - (a) "Company" shall mean UUL Global USA LLC., its subsidiaries, related companies, agents and/or representatives;
 - (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 of performing duties in connection with 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. **Limitations 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 the claim; the failure to give the Company timely notice shall be a complete bar and 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 or render them in a proper manner free of improper acts or omissions, 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 (including reasonable attorneys' fees) 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, 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 all damages and expenses (including reasonable attorneys' fees) arising out of any claims, demands or causes of action arising from or in any way related to 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-negotiable 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 (c) 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 (b) 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 will the Company be liable for consequential indirect, statutory, punitive or incidental damages, including, but not limited to, loss of profits, replacement costs, substitute goods, or any other special, indirect or commercial loss; it being specifically agreed that no consequential or incidental damages are within the contemplation of the parties for breach of any part of this Agreement. It is further specifically agreed that Company has no knowledge nor reason to know of any general or particular requirements or needs of Buyer which could give rise to consequential or incidental damages.
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 all damages and expenses (including reasonable attorneys' fees) arising out of any claims, demands or causes of action arising from or in any way related to the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws. 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" on "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 collections of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.
13. **Costs of Collection.** 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 18% 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.** Company shall have a general lien on any and all property (and documents relating thereto) of Customer in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Company in connection with any shipment(s), current, future or past of Customer and Company may sell at public auction or private sale, upon 10 days written notice of the exercise of Company's lien to all persons or entities having an interest in the current shipment(s), the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Company. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.
15. **No Duty to Maintain Records for Customer.** Customer acknowledges that pursuant to Section 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 "record keeper" or "record keeping 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. **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.
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.** 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 North Carolina without giving consideration to principals of conflict of law. Customer and Company
 - a) irrevocably consent to the jurisdiction of the United States District Court and the state courts of Mecklenburg County, North Carolina;

- 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 personal jurisdiction by said courts over it; and
- d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

CORPORATE CERTIFICATION

(to be made by an officer other than the one who executes the power of attorney)

I _____ certify that I am the _____
of _____, organized under the laws of (State or Country) _____
that _____, who signed this power of attorney on behalf of the donor, is the
_____ of said corporation, and that said power of attorney was duly signed,
attested for and behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board
of Directors passed at a regular meeting held on the _____ day of _____, 20____, now my possession or custody. I further
certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in
accordance with the law of the State or Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of _____ this
_____ day of _____, 20____.

Signature

date