

Trans-Border Global Freight Systems, Inc.

2103 Route 9 • Round Lake, NY
518.785.6000 • 800.493.9444
www.tbgfs.com



Incoterm and Documentation Guidance

Delivered Duty Paid / DDP

Under DDP terms the Seller/ Shipper is responsible for all costs and formalities from their door to the Buyer/ Ultimate Consignee's door. When a quotation is provided by Trans-Border under this term it will be assumed that the Seller/ Shipper will be acting as the Importer of Record for US Customs purposes and will complete the necessary documentation to do so. These documents include a Power of Attorney, Corporate Certification and a Continuous Customs Bond Application with Anti-Dumping statement if the importer wishes to obtain a Continuous bond opposed to using Single Entry Bonds.

Delivered At Place / DAP

Under DAP terms the Seller/ Shipper is responsible for all costs and formalities from their door to the Buyer/ Ultimate Consignee's door except the US Customs formalities, duties taxes and fees, which are to be taken care of by the Buyer/Importer of Record. When moving shipments under this term, please ensure that the Importer's contact information is provided on your documentation in order for Trans-Border to contact them for handling of the necessary formalities.

Special Exceptions

It may be possible to proceed under any variation of these terms, but in order to do so we must verify acceptance of these special terms with the Buyer/ Importer/ Consignee prior to offering any of these options.

If you would like consider an option other than true DDP or DAP as described above, you must provide us with the Buyer's/Importer's/ Consignee's contact details so we can reach out to them and confirm if they will accommodate the terms that are being proposed.

Any requests for quotation with special exceptions to the Inco-Terms of DDP or DAP as defined above will be provided under DAP terms until the necessary information is provided for Trans-Border to verify acceptance with the respective parties to the transaction.

Power of Attorney

Under DDP Terms the Power of Attorney must be completed by the Seller/ Shipper. The Power of Attorney must be completed by an officer of the company who has the authority to grant Power of Attorney on behalf of the organization.

Typical officer designations are President, Vice President, Secretary, Treasurer, CFO, CEO, COO, Director or local equivalent.

Corporate Certification

Under DDP Terms a Corporate Certification must be completed by the Seller/ Shipper. The Corporate Certification must be completed by an officer of the company who has the authority to grant Power of Attorney on behalf of the organization.

The officer signing the Corporate Certification must be a different officer than the one who signed the Power of Attorney.

Typical officer designations are President, Vice President, Secretary, Treasurer, CFO, CEO, COO, Director or local equivalent.

Continuous Customs Bond Application

Under DDP Terms if the foreign importer wishes to obtain a continuous Customs bond opposed to using Single Entry Bonds, an officer of the company must complete the Continuous Customs Bond Application along with an Anti-Dumping Statement.

Customs Power of Attorney/Designation as Export Forwarding Agent and Acknowledgment of Terms and Conditions of Service

(1) IRS# _____

(2) Check appropriate line: Individual Partnership Sole Proprietor Corporation Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, (3) _____

doing business as a (4) _____ under the laws of the State of (5) _____, residing or having a principle place of business at (6) _____

hereby constitutes and appoints **Trans-Border Global Freight Systems, Inc.**, 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, 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, unlading 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 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;

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;

To invoice and transmit a true copy of duty and brokerage charges and any and all records relating to the entry of merchandise to our freight forwarder or our authorized agent who requested U.S. Customs Brokerage services on our behalf in lieu of directly to us, in accordance with 19 C.F.R., part 111.36;

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);

Grantor acknowledges receipt of **Trans-Border Global Freight Systems, Inc.'s** 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 this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said (7) _____ caused these presents to be

sealed and signed: (8) (Officer's Signature) _____ (9) (Capacity) _____

(Type Officer Name) _____ (10) (Date) _____

(11) (Witness Signature): _____ (Type Witness Name) _____

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 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 "U.S. 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.

Instructions for Completion of Customs Power of Attorney

1. Insert IRS of Social Security number (whichever one is applicable)
2. Check appropriate box indicating type of business
3. Insert full legal name of Corporation, Individual, Partnership, Sole Proprietor or LLC (whichever one is applicable).
4. Insert the 'word' for the appropriate box that was checked under #2 (Corporation, Individual, Partnership, Sole Proprietor or LLC (whichever one is applicable)).
5. Insert State of Incorporation (when applicable).
6. Insert actual address of Corporation, Individual, Partnership, Sole Proprietor or LLC.
7. Insert name of company or individual (this would be the same as #3)
8. Power of Attorney must be signed by an officer of the company (President, VP Secretary, Treasurer). If a designated person is authorized to sign on behalf of an officer of the company, then a letter from the board of directors is required.
9. Capacity of the officer whom has signed the Power of Attorney.
10. Enter the date that the Power of Attorney was signed.
11. Can be witnessed by anyone.

Please return a copy of the completed and signed Power of Attorney via fax (518-785-6239) to the attention of the Customs Brokerage department, or email to (CHB@tbgfs.com).

If you need further assistance, please don't hesitate to contact our office at:

Tel: 800-493-9444 / 518-785-6000.

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 the State or Country and Province of _____ 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, 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 passed at a regular meeting held on the ____ day of _____, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

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)

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate designated place.

Customs power of attorney of resident (including resident corporations) shall be without power of substitution except for the purpose of executing the shipper’s export declarations. However, a power of attorney executed in favor of a licensed customs broker may specify that the power of attorney is granted to the customs broker to act through any of its licensed officers or any employee specifically authorized to act for such customs broker by power of attorney.

If you are the importer of record, payment to the broker will not relieve you of liability of 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 “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.

Continuous Bond Application

U.S. Customs requires that all shipments entering the country under formal entry procedures are covered by a Customs bond. Customs bonds are required by U.S. Customs as a means to ensure that importers guarantee payment of duties and taxes in the event that liquidated damages are assessed. A bond is intended to protect the US Government in the event that the importer cannot fulfill their obligation to pay monies due.

This letter is to be prepared and dated on applicant's letterhead. This is required by the Customs Service and will be filed with the bond. Do not mail directly to Customs. Please return to Trans-Border Global Freight Systems, Inc. for processing.

Complete the application as specified.

If you did not pay any duties, taxes or fees in the preceding calendar year, please state the reason why. For example: merchandise is duty free, or you are a new importer.

If you are a new importer, please estimate the duties, taxes and fees to be imported during the present calendar year. If you need assistance in this area, please feel free to contact us to help determine your rate of duty.

Antidumping/countervailing duties are assessed on imported merchandise that is sold, or is likely to be sold, in the United States at less than its fair value, that is, less than the foreign market value of the merchandise. The Federal Register is the official source of information regarding antidumping and countervailing duty laws. The Federal Register can be accessed on the internet at www.gpo.gov. Antidumping and countervailing duty Federal Register notices, by month and by year, can be found on the web at www.ia.ita.doc.gov/frn/. Increased bond amounts may apply. If you need additional assistance to determine whether or not your goods are subject to ADD/CVD, please contact your Trans-Border Global Freight Systems, Inc representative. An anti-dumping statement (included below) must be completed with each bond application.

It generally takes about 2 weeks for your continuous bond to take effect. You will receive an e-mail with a copy of the bond once approved. Your bond will be valid for 365 days from the date of issue. Trans-Border will notify you in writing when the bond is up for renewal at which time, you can elect to renew for the next year or request termination.

COMPANY LETTERHEAD

(Must include company name and street address)

United States Customs Service
1210 Corbin Street
Elizabeth, NJ 07201
Attn: Bond Desk

Sir/Madam:

We respectfully request permission to file a continuous Customs Form 301 Bond.

We are importers of _____.

Country(s) of origin: _____ Ports of Entry: _____.

Estimated duties and taxes paid during the current calendar year are approximately: \$ _____.

Estimated duties and taxes paid for the previous calendar year are approximately: \$ _____.

Imported commodity subject to anti-dumping duties? Yes: No:

Our IRS number is: _____.

We will also be importing under the following trade names and unincorporated division(s) with the following IRS #s:

(If applicable, list all additional trade names or unincorporated divisions along with corresponding IRS#s below or on an attached rider which may also import under this bond. If not applicable, remove statement.)

I certify that the factual information contained in this application is true and correct and any information provided which is based upon estimates is based upon the best information available on this date.

Respectfully,

X _____ Title: _____ Date: _____

(Must be signed by an owner, partner, or officer of the company)

COMPANY LETTERHEAD

(Must include company name and street address)

Date: _____

To whom it may Concern:

Our company, _____, does not and will not import goods subject to anti-dumping.

If we do decide to import goods subject to anti-dumping in the future, we will notify the surety and its agents 30 days before the first entry is made.

Sincerely,

X _____ Title: _____

(Name, Corporate Officer's Title (must be a President, VP, Treasurer, CEO, CFO, etc.))