

**US CUSTOMS POWER of ATTORNEY
& EXPORT AGENT DESIGNATION FORM
and
Acknowledgement of Terms and Conditions**

IRS/SS# _____

Check appropriate box:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Estate | |

KNOW ALL MEN BY THESE PRESENTS: That, _____
(Full name of individual, or legal business entity)

business as an _____ under the laws of the State of _____ residing or having a principal place of business at _____ there by constitutes and appoints **PHOENIX FREIGHT, INC.**
(Address)

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 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; 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 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 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 export documents (i.e., commercial invoices, bill of lading, insurance certificates, drafts and any other document) 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 acknowledges receipt of **PHOENIX FREIGHT, INC.** Terms and Conditions of Service governing all transactions between the Parties.
(Grantee's Name)

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: _____ caused these presents to be
(Full name of individual or legal business entity)

sealed and signed: _____
(Signature)

(CAPACITY) _____ DATE: _____
(President, VP, Treasurer, Secretary, CEO, CIO, COO, Partner, Member, Director, Owner, or other Duty Authorized Representative, which may require supporting documentation)

WITNESS: (required) _____
(PLEASE SIGN AND PRINT WITNESS SIGNATURE)

CORPORATE CERTIFICATION

(MUST BE COMPLETED BY A CORPORATE OFFICE)

I, _____, certify that I am the _____
(NAME) (President, VP, Treasurer, Corporate Secretary, CEO, CFO, CIO or COO)

of _____
(Name as registered with EIN/SS#)

organized under the laws of the State of Country and Province of _____;

that _____, who signed this POWER of ATTORNEY on behalf

of Grantor, 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)



Notice: U.S. Corporations: In lieu of other sufficient written evidence of authority, this Corporate Certification is required if anyone other than the officers of the corporation identified executes the power of attorney, i.e., a "duly authorized representative" such as an employee.

Foreign (Non-Resident) Grantors: This Corporate Certification is required for all foreign (non-resident) grantors, except individuals. This Corporate Certification may be modified to conform to the laws of the city, state, province, and/or country in which the non-resident is authorized to conduct business.

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 Legal Business Entity)

Capacity

DOOR TO DOOR SERVICES

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

Specialized Transport Worldwide

Sincerely, _____

Signature _____

Name _____

Capacity _____

Date _____

Notice:
This 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 filled with the POA to certify it valid pursuant to 19 CFR 141.39(a) (2).

TERMS AND CONDITIONS OF SERVICE

All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments, will be handled by Phoenix Freight Inc. d.b.a. Door To Door Services (herein called the "Company") on the following terms and conditions:

1. Services by Third Parties. Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

2. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truck men, lightermen, forwarders, customs brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.

3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer 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.

4. 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 and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

5. Duty to Furnish Information. (a) On an import at a reasonable time prior to entering of the goods for U. S. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U. S. Customs entry and, also, such further information as may be sufficient to establish, inter alia, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U. S. law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete U. S. Customs entry or comply with U.S. laws or regulations, or if

the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of

the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of U. S. and the country of destination of the goods. (c) On an export or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraphs 8-10 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the

Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

6. Declaring Higher Valuation. In as much as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc. must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers, etc. subject to the limitation of liability set forth herein in paragraphs 8-10 below with respect to any claim against the Company and subject to the provisions of paragraph 2 above.

7. Insurance. The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance premiums and the charge of the Company for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.

8. Limitation of Liability for Loss, etc. (a) The Customer agrees that the Company shall only be liable for any loss, damage expense or delay to the goods resulting from the negligence or other fault of the Company; such liability shall be limited to an amount equal to the lesser of fifty dollars (\$50.00) per entry or shipment or the fee(s) charged for services, provided that, in the case of partial loss, such amount will be adjusted, pro rata; (b) Where the Company issues its own bill of lading and receives freight charges as its compensation, Customer has the option of paying a special compensation and increasing the limit of Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received; (c) In instances other than in (b) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and Company agrees in writing, liability is limited to the amount set forth in (a) above; (d) Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

9. Presenting Claims. Company shall not be liable under paragraph 8 for any claims not presented to it in writing within 90 days of either the date of loss or incident giving rise to the claim; no suit to recover for any claim or demand here under shall be maintained against the Company unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.

10. Advancing Money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.

11. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due rising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.

12. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or during transmission, or while in the course of collection.

13. General Lien on Any Property. The Company shall have a general lien on any and all property (and documents relating thereto) of the customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail(R.R.R.), to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

14. 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.

15. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U. S. Customs Service, the regulations of the U. S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

16. Indemnity Against Liability Arising from the Importation of Merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations 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 attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against the Company by any government agency or any private party, the Company shall give notice in writing to the Customer by mail at its address on file with the Company. Upon receipt of such notice, the Customer at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.

17. Loss, Damage or Expense Due to Delay. Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 8-9 above.

18. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State of New Jersey. Unless otherwise consented to in writing by the Company, no legal proceeding against the Company may be instituted by the Customer, its assigns, or subrogee except in the City of Somerville, NJ.

19. Pursuant to 19 CFR § 111.36(c)(2)(i), Grantor waives the requirement for Phoenix Freight, Inc. to transmit directly to the importer a true copy of the brokerage charges if the fees and charges are to be collected by or through a forwarder.

20. 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 CBP) 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 CBP by the broker.

Instructions for Completing Customs Power of Attorney

STEP ONE:	Identify the type of Power of Attorney.
[1]	Check (or click on) the appropriate box: Individual, Corporation, Sole Proprietorship, Non-Profit, Trust, Estate, Limited Liability Company, General Partnership, Limited Partnership. If none of those apply, please check (or click on) "OTHER" and specify other entity type, e.g., Limited Liability Partnership, U.S. Government Agency, State Agency, etc.
STEP TWO:	Provide certain Grantor Information.
[2]	State the Employer Identification Number ("EIN"), also known as the federal tax identification number, of the Grantor. If an individual, state the Social Security Number ("SSN"). If Grantor is a Foreign (Non-Resident) Grantor and does not have EIN or SSN, then enter Customs assigned number. If Customs assigned number unknown, then leave blank.
[3]	State the name of the Grantor. It must be the full legal name associated with the registered EIN or SSN, which should be the same name that appears on articles of incorporation, Social Security card, or other application legal document.
[4]	List the state or, if a foreign Grantor, the country and province, under the laws of which the Grantor is doing business (e.g., state of incorporation).
[5]	If other than a Corporation, list any "Doing Business As" names that exist. If none, leave blank.
[6]	Provide complete residential / business address where the Grantor resides or has its principal place of business or address of corporate headquarters.
STEP THREE:	Sign and date the Power of Attorney.
[7]	<p>Signature of a duly authorized person of the company.</p> <p>Note: The form must be signed by a duly authorized representative of the grantor (If a Corporation, the President, Treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO, or COO or, if another organization (e.g., LLC), the Partner, Member, Manager, Officer, Director, or Owner, as applicable).</p> <p>U.S. Corporations: If the Grantor is a Corporation and the signatory is not the President, Treasurer, Vice President, Secretary, CEO, CFO, CIO, or COO, the attached "Corporate Certification" must be completed and returned attesting to the authority of the signatory to sign the Power of Attorney. If a "Corporate Certification" is not provided, a letter from a duly authorized officer of the corporation is required and the letter must certify that the signatory is authorized to sign the Power of Attorney by resolution of the Board of Directors, consistent with the articles of incorporation and bylaws of the Corporation.</p> <p>U.S. Partnerships and Sole Proprietorships: If the Grantor is a General Partnership, the Grantor shall state on a separate addendum the names of all Partners who have authority to execute the Power of Attorney on behalf of the General Partnership. If the Grantor is a Limited Partnership, the Grantor shall provide with the Power of Attorney (1) a separate addendum with the names of the General Partners that are authorized to bind the Limited Partnership, and (2) a copy of the Limited Partnership Agreement in order to certify the names of the General Partners who are authorized to execute the Power of Attorney.</p> <p>If the signatory is not a Partner of the Partnership or an Owner of the Sole Proprietorship, a letter from the Partnership or Owner must be provided certifying that the signatory is authorized to sign the Power of Attorney under the terms of the Partnership or the Sole Proprietorship.</p> <p>Foreign (Non-Resident) Grantors: Except for foreign Grantors that are Individuals, all foreign Grantors that are not qualified to conduct business in the United States (Non-Residents) must complete the attached "Corporate Certification". If no "Corporate Certification" is provided, then other written evidence establishing the authority of the signatory to execute the Power of Attorney on behalf of the Grantor must be provided. The "Corporate Certification" or other written evidence must be consistent with the laws of the foreign country (and any applicable province).</p>
[8]	The capacity of the signatory (title). (President, Treasurer, Vice President, Secretary, CEO, CIO, COO, Partner, Member, Manager, Director, Owner or other Duly Authorized Representative, which may require supporting documentation to establish authority).
[9]	Write the date on which the signatory signed the Power of Attorney.
STEP FIVE:	Review ADDENDUM if General or Limited Partnership
[10]	Please check (or click on) type of Partnership is applicable and provide all Partners who have authority to execute POA.
STEP SIX:	Review TERMS AND CONDITIONS OF SERVICE
[11]	Please keep for your records.
STEP SEVEN:	Review METHOD OF PAYMENT ADVISORY STATEMENT
[12]	Phoenix Freight, Inc. must be notified in advance if you would like to make Customs payments directly to U.S. Customs and Border Protection.

Method of Payment Advisory Statement

In accordance with 19 CFR 111.29, the following paragraph explains your rights regarding method of payment of Customs charges:

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 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, Phoenix Freight, Inc. must be notified in advance.**

