			(2) Check appropriate category:							
(1) IRS/SSN #	POWER OF A	TTORNEY	Individual	Non-Resident Company						
Department of the Treasury			Corporation	Sole Proprietorship						
U.S. Customs Service			Partnership	Limited Liability Company						
19 CFR, Sec. 141.32				<del></del>						
KNOW ALL MEN BY THESE PRESENTS: TI	hat (3)									
THOW ALL MEN BY THESE TRESERVO. II	(Full name of person, partnership, corporation,	or sole proprietorship - Identify)								
a corporation doing business under the laws	of the State of (4)		or a (5)							
doing business as (6)	residing at (7)	-								
having an office and place of business at (8)		, here	eby constitutes and appoints	each of the following persons						
	Greenlight Express Customs	Brokerage LLC								
as a true and lawful agent and attorney of the	e grantor named above for and in the name,	operation of any vessel or	r other means of conveyance	owned or operated by said grantor;						
place, and stead of said grantor from this dat	te and in all Customs District, and in	and to authorize other Cu	stoms brokers to act as grant	or's agent; to receive, endorse &						
no other name, to make, endorse, sign, decla	are, or swear to any entry, withdrawal,	collect checks issued for	Customs duty refunds in gran	tor's name drawn on the Treasurer						
declaration, certificate, bill of lading, or other	document required by law or regulation in	of the United States; if the	e grantor is a non resident or	resident, to accept service of process or						
connection with the importation, transportation	on, or exportation of any merchandise shipped	behalf of grantor.								
or consigned by or to said grantor; to perform	n any act or condition which may be required	And generally to transact	at the customhouses in said	district any and all Customs						
by law or regulation in connection with such r	merchandise; to receive any merchandise		ng, signing, and filing of protes							
deliverable to said grantor.			•	oncerned or interested and which						
To make endorsements on bills of lading con			ed or performed by an agent a							
	ear to any statement, supplemental statement,		ower and authority to do anyth							
schedule, supplemental schedule, certificate	• •	•		grantor could do if present and						
certificate of manufacture and delivery, abstr	•		-	agent and attorney shall lawfully						
proprietor on drawback duty, declaration of e		•		attorney to remain in full force						
affidavit or document which may be required		and effect until the day of, 20 or until notice of revocation								
regardless of whether such bill of lading, swo			•	irector of Customs of the district						
	intended for filing in said district or in any other	aforesaid. If the donor of this power of attorney is a partnership, the said power shall in								
Customs district; Authority is also hereby gra	, ,	no case have any force or effect after the expiration of 2 years from the date of receipt								
To sign seal, and deliver for and as the act of		in the office of the District Director of Customs of the said district.								
regulation in connection with the entry or with	•	Per 19 CFR Ch.111.29(b)(1)-If you are the importer of record, payment to the broker will not								
·	pack, or in connection with the entry, clearance,	relieve you of liability for Customs charges (duties, taxes, or other debts owed to customs)								
lading, unlading or navigation of any vessel of	•	in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs								
operated by said grantor, and any and all bor		charges may be paid with a separate check payable to the U.S Customs service which shall I								
accepted under applicable laws and regulation provided for in section 485, Tariff Act of 1930	-	delivered to Customs by t		waives the requirement for Greenlight						
with the entry of merchandise;	o, as amended, or amidavits in connection	Per 19 CFR Ch.111.36(c)(2)(i)- This power of attorney waives the requirement for Greenlight Express Customs brokerage LLC. To transmit directly to the importer a true copy of the								
To sign and swear to any document and to p	erform any act that may be necessary or	brokerage charges if the fee and charges are to be collected by or through a forwarder.								
required by law or regulation in connection w				of Service governing all transactions						
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	3, 1 1 3 3	between the two parties.		3						
If the grantor is a limited liability company, the	e signatory certifies that he/she has full authority to	execute this power on behalf	of the grantor.							
IN WITNESS WHEREOF, the said (9) (name	e of person signing)		(Date) (12)							
has caused these presents to be sealed and										
(Capacity) (11)	13) Witness (signed)	14)Corporate Seal:								
Telephone	Fax#									

### IMPORTER SECURITY FILING POWER OF ATTORNEY

Check Appro	priate: 🗌	Individu	al 🗌 Partı	nership	☐ Corp	orati	on 🗌 S	Sole F	Propri	etor	ship	Limited	Liabi	lity C	ompa	ny
		Fede	ral ID or S	S#												
KNOW ALL M	IEN BY THE	SE PRES	SENTS: Tha	t												
					(Full n	name of	person, pa	rtnershi	p, or cor	porati	on, or s	ole proprietorsh	ip)			
doing busines	s as a				unde	er the	laws of	the St	ate of							_
and County of							, an	ıd resi	ding, d	or ha	iving a	an office and	l place	of bu	usiness	at
hereby constit	tutes and ap	points	C====	liabt C.		···-	Dua									—
its	s officers,	employ	ees and/		cpress C ifically						t for	and on its	s beh	ıalf		
as a true and date in all Cu through an apnecessary. Grantor hereadvance of the sole discretion from any and Grantor acki	stoms Distroproved Autoproved Aut	icts and i comated I that it sh ing and t transmit or liquida	n no other r Manifest Elec all be solely hat grantor ISF data rec ted damage	name, to ctronic D respons shall bea eived un claims re	transmit lata Syste lible for the ar primary timely from	the rem ("  he acy resport gradum gra	required AMS"). curate an consibility antor. G SF data.	Importing the second control of the second c	rter Se urther mplete the acc r here	auth auth deli curac by in	ty Filir norize ivery of cy of a ndemn	ng ("ISF") d grantee to of data to g all ISF data. ifies and ho	lata el updat grantee Gran lds gra	lemen e all f e suffi ntee m antee	ts to ( filings, iciently nay, in harml	as as in its ess
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(Capacity/Title																_
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On this	day of _		, 20	, pe	rsonally ap	peare	d before n	ne						r	esiding	at
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(Notary Public)_																
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# ACCEPTABLE VALIDATION OF IRS (EMPLOYEE INDENTIFICATION #) AND SOCIAL SECURITY #

## **ACCEPTABLE FORMS FOR VALIDATION OF IRS#**

Note: We need the top portion of your tax return showing company name, corporate address and EIN number. Please block-out your financials.

- \*CP220 Notice Number from IRS to consignee regarding adjustment to the account.
- \*Form 941 / 941V Quarterly tax return
- \*Form 1040 Individual tax return
- \*Form 1065 U.S. Return of Partnership Income
- \*Form 1096 Annual Summary and Transmittal of U.S. Information Returns
- \*Form 1120 / 1120S Corporate tax return
- \*Form 8109 / 8109C (Federal Tax Deposit Coupon)
- \*Form 8879 IRS e-file Signature Authorization
- \*Letter 252C Acknowledgement of name change from IRS to consignee
- \*Letter # 947 Exempt tax status
- \*Letter any from the IRS/US Treasury showing name, address and EIN #

# ACCEPTABLE VALIDATION OF SOCIAL SECURITY # Chose only one option.

- \* Front and back copy of your Social Security Card.
- \* Front page of your 1040 tax form blocking out financials. We just need the top portion of your 1040 tax form showing your name, SS# and address.

# THE FOLLOWING DOCUMENTS ARE NOT ACCEPTABLE VALIDATION OF IRS# OR SOCIAL SECURITY NUMBER

- \* State forms
- \* Resale Certificate License issued by your state
- \* W-2, W-3 & W-9
- \* SS-4 applications

If you do not have any of the above documents, you can go the IRS website <a href="www.irs.gov">www.irs.gov</a> and request validation of your EIN# or Social Security#.

#### TERMS AND CONDITIONS OF SERVICE

### (Please read carefully)

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 Greenlight Express Customs Brokerage LLC

(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 provision in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, 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, truckmen, lightermen, forwarders, custom brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods all of whom shall be considered as 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 on bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, custom 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 of 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 on 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 US. Customs, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the US. 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 US. 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 US. Customs entry or comply with US. Laws or regulations, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use it's 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 documents pertains Where a bond is required by US. 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 the US. 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 it is liability to the Customer shall be governed by the provisions o' paragraph 8-9 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 it's 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. Inasmuch 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 declared 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-s 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 it's own 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 reason, the insured shall have recourse against the insurer only and the Company shall not be under any reason, 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 or 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 the Company's liability up to the shipments 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 hereunder 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 coopering 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 arising 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 requested 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 effect 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 instruction 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 {or its payment is made, the Company may sell at public auction or private sale, upon ten 60)days written notice, registered mail (R.R.), to the Customer, the goods, wares, and/or merchandise, or so much thereof as maybe necessary to satisfy such lien, and apply the net proceeds of such sales 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 attorneys 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 Bhall 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 any 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 paragraph 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 California. 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 Los Angeles.

### **Power of Attorney Instructions**

- 1) Please indicate the corporate IRS# or Social Security#, whichever is applicable
- 2) Check appropriate box to indicate company type
- 3) *Individual*-state person's name *Partnership*-indicate full name of each partner and partnership name *Sole proprietorship*-full name of individual and company *Corporation*-full legal corporate name
- 4) Corporations Only Indicate the state, province, or country under whose laws the corporation operates in.
- 5) Indicate Status of the company if other than a corporation
- 6) Company name if other than as stated in #3
- 7) For an individual, partnership, or sole proprietorship, indicate home address of owner(s)
- 8) Official physical address of company's home office or place of business
- 9) Typed/Printed name of individual signing this Customs Power of Attorney. For a corporation, the individual must be a corporate officer. (Owner, President, Vice president/Assistant, Treasurer/assistant, General Counsel/assistant, Secretary/Assistant, CEO, CFO, COO, CIO, Chairman of the board, If an LLC=member, IF an LLP or partnership=partner, If DOD (Army, Marine, Navy=Commissioned Officer)
- 10) Signature of individual indicated in #10
- 11) Title of Individual indicated in #10
- 12) Date this Customs Power of Attorney is granted
- 13) Name and signature of witness if required by the organization's government
- 14) Affix corporate seal if required by the organization's government

### **EIN Verification**

The Trade Enforcement and Facilitation Division of the U.S. Customs and Border Protection (CBP) is requiring Customs Brokers to verify that the importer's name, importer number and Employer Identification Number (also known as the Federal Tax Identification Number) on the Power of Attorney match what is in the Automated Commercial System (ACS).

If a mismatch between the importer's EIN and it's Internal Revenue Service (IRS) Tax ID number is identified by U.S. Customs, the EIN will be considered invalid. If this discrepancy is not corrected, CBP will void the EIN and it can no longer be used to import merchandise into the United States.

**Please accompany the Power of Attorney with proof of a valid EIN.** The IRS Form W-9 or similar forms *are not* acceptable proof of a valid EIN. The EIN number must be clearly documented by the IRS with the IRS letterhead. If the importer of record is an individual, please provide a copy of the Social Security card. The IRS can be reached by phone at 800-829-0115 or 800-829-4933 for EIN verification and 800-829-1040 for Social Security verification.

Response time via a faxed letter is typically within one day. Verification MUST be a Federal form, not a state form.