

## POWER OF ATTORNEY INSTRUCTIONS

U.S. Customs Regulations Section 141.46 states, “Before transacting customs business in the name of his principal, a customhouse broker is required to obtain a valid Power of Attorney to do so”. Therefore, in order to handle importations through U.S. Customs in your name, we must have on file your power of attorney. This power of attorney is limited to U.S. Customs matters only.

Attached is a blank power of attorney form in the preferred format, Customs Form 5291.

Please follow the instructions carefully. To assist you in completing the form, we have numbered each item to match the corresponding instruction.

- If you are a corporation, complete items 1, 2, 6, 7, 8, 9, 10, 11, & 12 (Item 12 is optional depending on local laws).
- If you are an individual, partnership, or sole proprietorship, or unincorporated association, complete items 1, 3, 4, 5, 6, 7, 8, 9, 10, & 11.

### CUSTOMS FORM 5291:

1. Full, legal name of Individual, Partners, Corporation, or Owner (of sole proprietorship). If you are importing for your own personal account, fill in your full name. If the power of attorney is for a partnership, fill in the full, legal names of each partner (if more space is required, attach a rider listing the names. If you attach a rider, so indicate on the power of attorney in the appropriate item). If you are a corporation, fill in the full legal name of the corporation. If you are a sole proprietor, fill in the full, legal name of the owner.
2. Indicate the name of the State under whose laws you are incorporated (if a corporation – otherwise leave blank).
3. Indicate if individual, partnership, or sole proprietor (if corporation or unincorporated association, leave blank).
4. Enter the assumed name under which you do business (if applicable – otherwise leave blank).
5. Enter your residence address for the individual, each partner or the owner of a sole proprietorship (if more room is needed, see instructions for rider in item 1).
6. Enter your business address.
7. Enter the date you want the Power of Attorney to expire, if you wish to limit it. If not limited, the document is valid until revoked by written notification to the District Director of Customs in the district where it is filed. Partnership powers of attorney automatically expire 2 years from date of issue.
8. Enter name that appears in item 1.
9. Signature of authorizing individual:
  - For individual, him/herself
  - For Partnership, one partner
  - For Corporation, officer of the corporation (i.e. President, V.P., Secretary/Treasurer, Chief Financial Officer)
  - For Sole Proprietorship, the owner
10. Enter name and the title or capacity of the signer.

11. Enter date the document is signed.
12. Signature of witness (optional).

**CREDIT TERMS:**

Please sign acknowledgement of credit policy and terms and conditions of service found on reverse of form.

**SPECIAL REQUIREMENTS FOR FOREIGN CORPORATIONS:**

Foreign Corporations completing this form must also provide documentation establishing the authority of the grantor designated to execute the power of attorney on behalf of the corporation. This can take the form of a letter on corporate letterhead signed by a second corporate officer in which he states that the person signing the actual power of attorney is authorized to do so by the corporation.

**POWER OF ATTORNEY**  
Department of the Treasury  
U.S. Customs Service  
141.32 CFR 19

IRS# / SS#     xx    

**KNOW ALL MEN BY THESE PRESENTS: THAT, (1)xx** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation doing business under the laws of the State of   (2)xx  ,  
or a   (3)   doing business as   (4)  ,  
residing at   (5)xx    
having an office and place of business at   (6)xx    
hereby appoint

WORLD COMMERCE FORWARDING., THROUGH ANY OF ITS LICENSED OFFICERS  
AND ANY EMPLOYEES SPECIFICALLY AUTHORIZED TO ACT FOR SUCH  
CORPORATION BY POWER OF ATTORNEY FILED BY THE CORPORATION WITH THE  
DISTRICT DIRECTOR OF CUSTOMS, \* AND \*\*

as a true and lawful agent and attorney of the grantor named above for and in the name, place,  
and stead of said grantor from this date and in all Customs District(s) and in no other name to  
make, endorse, sign, declare, or swear to any entry withdrawal, declaration, certificate, bill of  
lading, or other document required by law or regulation in connection with the importation,  
transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to  
perform any act or condition which may be required by law or regulation in connection with such  
merchandise; to receive any merchandise deliverable to said grantor.

To make endorsements on bills of lading, conferring authority to make entry and collect  
drawback, and to make, sign, declare, or swear to any statement, supplemental statement,  
schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of  
manufacture and delivery, abstract of manufacturing records, declaration of proprietor or  
drawback entry, declaration of exporter on drawback entry, or any other affidavit or document  
which may be required by law or regulation for drawback purposes, regardless of whether such  
bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or  
document is intended for filing in said district or in any other customs district.

To sign, seal, and deliver for and as the act of said grantor any bond required by law or  
regulation in connection with the entry or withdrawal of imported merchandise or merchandise  
exported with or without benefit of drawback, or 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 in connection with the entry of merchandise.

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the 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 at the customhouses in said district(s) any and all customs business, including marking, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until the (7) until revoked day of \_\_\_\_\_, \_\_\_\_\_, or until notice of revocation in writing is duly given to and received by the District Director of Customs of the said district(s).

**Section 111.29(b)(1) CFR 19**

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 U.S. Customs) in the event 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 Service" which can be delivered to Customs by the broker.

IN WITNESS HEREOF, the said

\_\_\_\_\_(8)\_xx\_\_\_\_\_

has caused these presents to be sealed and signed: (signature)\_(9)\_xx\_\_\_\_\_

(Capacity)(10) xx\_\_\_\_\_ (Date)(11)\_xx\_\_\_\_\_

WITNESS:(12)\_xx\_\_\_\_\_

- \* With power to grant powers of attorney on behalf of the principal to other licensed brokers.
- \*\* With authority to accept service of process against non-resident grantee.

**CREDIT TERMS**

A credit limit has/has not been established in the amount of \$\_\_\_\_\_.

All invoices are due upon presentation and are considered delinquent after 7 days. Amounts required to be paid in advance will be requested to be paid to World Commerce Forwarding, Inc. PRIOR to advancing such funds. Requests for exceptions must be approved in advance on a shipment-by-shipment basis. Where no credit limit is established, such payment will not be made to Customs prior to receipt of funds. When duty is not received by Customs by the 10<sup>th</sup> day from date of entry serious Customs penalties can result.

I have read all of the above in addition to the Terms and Conditions of Service on the reverse and fully understand and assure that all terms and conditions will be met.

Has caused these presents to be sealed and signed: (signature) \_xx\_\_\_\_\_

(Capacity) \_xx\_\_\_\_\_

Date: xx\_\_\_\_\_