

OIA GLOBAL POWER OF ATTORNEY DOCUMENTS

Power of Attorney (POA) Procedures

All POA's for vetting should be sent to: ComplianceAmericasRegion.Support@oiaglobal.com

- Do not use the distribution list (DL) email address because it will not put the information into the correct ticket queue
- Put all responses in the same email string to prevent multiple tickets from being created.

Procedures

POA must be in the name of the party we are clearing for (not the name of the owner)

- Should be the full and complete name including any business designation (e.g. Inc., Corp., Co., LLC, LLP GmbH, S.p.A., etc.)

If they operate under a DBA it should include both names (e.g. ABC Company Inc DBA XYZ Shipping)

DBA's must also include some evidence that they filed to operate under a DBA

Must be signed by someone that can legally bind the company

- Corporations – Corporate Officer (e.g. President, Vice-President Secretary, Treasurer); Managers are not acceptable for corporate POA's
- Partnerships/LLP – a partner
- LLC's – Managing member is best but depending on how they operate could be other titles

U.S. BUSINESSES

Must include their IRS number (i.e. EIN).

- If they are not on file with CBP we will need a 5106 and Proof of EIN

FOREIGN COMPANIES

Should include their Customs Assigned Number (CAN)

- For all foreign companies we require a POA Singing Authority to be completed on their letterhead
 - If their country has notaries, it should be notarized
- If they do not have a CAN we can apply for one for them, however please confirm they have not received a CAN before. CBP will not issue a new CAN to a company that already has one.
- A 5106 is required when filing for a CAN

PARTNERSHIPS, LLPS AND LLCs DOING BUSINESS AS A PARTNERSHIP

Must include a list of all partners somewhere on the signature page

INDIVIDUALS

- Must be notarized on Individual Certification section (page 2)
- Must include a copy of ID (Passport or Driver's License)
- If they are not on file with Customs, we will need a 5106 form.



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This company is a shipper or seller of goods in international commerce or is affiliated with such an entity. Upon request, a general statement of its business activities and those of its affiliate, along with a written list of the names of such affiliates will be provided. FMC #3760 N/F. CHL #13337.

Power of Attorney (POA)

Attached is a Power of Attorney (POA) which is required by OIA Global to transact Customs business or to execute export shipments on your behalf. Please use the following guidelines in determining the proper authority to sign this document.

Individuals

A Power of Attorney for an Individual must be submitted with a notarized "Individual or Partnership" certification, which can be located on page 3 of this form. Additionally, a valid form of government-issued photo ID must be provided. The individual will use their Social Security Number in place of an EIN number.

Corporations

A Power of Attorney from a corporation must be signed by someone "duly authorized to do so." (19CFR 141.38) This is usually, but not necessarily, a corporate officer, President, vice-president, treasurer, or secretary. Please indicate the person's capacity (title) on the Power of Attorney. If the POA is signed by other than a corporate officer, President, vice-president, treasurer, or secretary, the "corporate certification" on page 2 must be completed. POA's for corporations are valid "until revoked" unless a date is specified otherwise.

Partnerships

A Power of Attorney from a partnership must state the names of all members of the partnership. One member of the partnership may execute the POA. (19CFR 141.39(a))

Limited Partnerships – a POA from limited partnerships (LLP) must state the names of the general partners who have authority to bind the firm. A copy of the partnership agreement must accompany the POA. One member of the partnership may execute the POA. (19CFR 141.39(b))

Sole Proprietorships

A Power of Attorney for a sole proprietorship must be signed the owner.



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Limited Liability Company (LLC)

A limited liability company (LLC) can be designated as either, a corporation, partnership or sole proprietor. Please advise us if you have completed IRS Form 8832, and how the LLC has been designated. If Form 8832 has not been completed, the default designation will apply.

- If the LLC has only one owner, it will automatically be treated as if it were a sole proprietorship, unless an election is made to be treated as a corporation.
- If the LLC has two or more owners, it will automatically be considered to be a partnership, unless an election is made to be treated as a corporation.
- If the LLC does not elect its classification, a default classification of partnership (multi-member LLC) or disregarded entity (taxed as if it were a sole proprietorship) will apply.

If the LLC has been designated as a corporation, please follow the instructions for "Corporation" above.

If the LLC has been designated as a Partnership (or in absence of filing Form 8832, defaults as a partnership), please follow the instructions for "Partnership" above.

If the LLC has been designated as a Sole Proprietor (or in absence of filing Form 8832, defaults as a Sole Proprietor), then the POA must be signed by the owner.

We have enclosed information on the Customs-Trade Partnership Against Terrorism (C-TPAT) minimum security criteria for importers. Please contact your local OIA Global office if you are interested in becoming a part of this security initiative. [More information can be found here.](#)

In addition, we are required under C-TPAT to advise you of your obligation to notify Customs and Border Protection and/or any other appropriate law enforcement agency of any errors and/or shortages and overages of merchandise that create a security risk in the supply chain. OIA Global can provide assistance in making such notification and correction of data as may be required or requested by the importer.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact us.



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Customs Power of Attorney & Designation of Export Forwarding Agent

IRS or SSN Number:

C-TPAT certified? Check: Yes No

Check appropriate box: LLC LLP Individual Partnership Corporation Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS: That,

(Full name of Individual, Partnership, Corporation, LLC, LLP, or Sole Proprietorship)

doing business under the laws of the state of

residing or having a principal place of business at

(State in which business is registered)

hereby consitutes and appoints:

Full address

City

State

Zip Code

Oregon International Air Freight Co. d.b.a. OIA Global, 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 grant or; 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 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, bills of lading, insurance certificates, drafts and any other document) and prepare and file the Electronic Export Information (EEI) via AES as necessary for the completion of an export or routed 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 hereby acknowledges receipt of Oregon International Air Freight Co.d.b.a. OIA Global terms and conditions.

IN WITNESS WHEREOF, the said

(Full name of individual, partnership, corporation or sole proprietorship)

caused these presents to be sealed and

Date:

Signature

Print Name:

Capacity/Title:

Witness Signature:

(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 to Customs—in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges must be paid with a separate check payable to the "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.)

Individual or Partnership Certification

City:

County:

SS

State:

On this

day of

,20

personally appeared before me

residing

personally known or sufficiently identified to me, who certifies that

(is) (are) the individual (s) who executed the foregoing instrument and acknowledge it to be

free act and deed

His/Her

(Notary Public)

Corporate Certification

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

I, _____ certify that I am the _____ of _____
organized under the laws of the State/Province of _____ that
_____ who signed this power of attorney on behalf of the 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 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



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Terms & Conditions of Service

CTPAT SECURITY CRITERIA IMPORTERS

All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferrer or transferee of the shipments, will be handled by the logistics service provider handling this shipment (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, 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, 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, truckmen, 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 the 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.** 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 Customers 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.



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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 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 cooperating 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 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 or 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 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. Indemnify 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 merchandising 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, while 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 shown on the reverse side hereof. 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 shown on the reverse side hereof.

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 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 will be delivered to CBP by the broker.

20. This company is a shipper or seller of goods in international commerce or is affiliated with such an entity. Upon request, a general statement of its business activities and those of its affiliates, along with a written list of the names of such affiliates, will be provided.

21. OIA Global has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act of 1984, as amended. Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.



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Customs Compliance Policies

NOTICE: Customs Policy

The Modernization act of 1993 altered the relationship between importer and customs. The Importer has legal responsibility for declaring the value, classification, and other information necessary to assess the correct duty rate. Importers are to use reasonable care to assure Customs is provided with accurate and timely data.

The Mod Act increased the maximum civil and criminal penalties for negligent or fraudulent failure to comply with Customs requirements.

The Trade Facilitation and Enforcement Act of 2015, signed into law Feb 11th, 2016, requires Customs to enforce the strict regulations imposed by Customs and all government agencies and issue penalties assessed for violations.

Commercial Invoice Requirements

Customs and Border Protection requires specific information on each commercial invoice prepared by manufacturers/suppliers of all imported merchandise into the USA. [19CFR 141.86]

REQUIREMENTS

- (1) The port of entry to which the merchandise is destined;
- (2) The time when, the place where, and the person by whom and the person to whom the merchandise is sold or agreed to be sold;
- (3) A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, and symbols under which sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed; [Textiles, shoes, accessories require complete descriptions with fabric components and gender when applicable. (Example: *MENS 60% Cotton / 40% Polyester Knit Jacket*). Handbags, totes, and bags must supply the dimensions.]
- (4) The quantities in the weights and measures of the country or place from which the merchandise is shipped, or in the weights and measures of the United States;



(5) The purchase price of each item in the currency of the purchase, if the merchandise is shipped in pursuance of a purchase or an agreement to purchase;

(6) If the merchandise is shipped otherwise than in pursuance of a purchase or an agreement to purchase, the value for each item, in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation;

(7) The kind of currency, whether gold, silver, or paper;

(8) All charges upon the merchandise itemized by name and amount, including freight, insurance, commission, cases, containers, coverings, and cost of packing; and if not included above, all charges, costs, and expenses incurred in bringing the merchandise from alongside the carrier at the port of exportation in the country of exportation and placing it alongside the carrier at the first United States port of entry. The cost of packing, cases, containers, and inland freight to the port of exportation need not be itemized by amount if included in the invoice price, and so identified. Where the required information does not appear on the invoice as originally prepared, it must be shown on an attachment to the invoice;

(9) All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise;

(10) The country of origin of the merchandise; and,

(11) All goods or services furnished to produce the merchandise (e.g., assists such as dies, molds, tools, engineering work) not included in the invoice price. However, goods or services furnished in the US are excluded.

Invoice to be in English. The invoice and all attachments must be in the English language, or must have attached thereto an accurate English translation

Packing list. Each invoice must state in adequate detail what merchandise is contained in each individual package. Weights and measures. If the invoice or entry does not disclose the weight, gage,



or measure of the merchandise which is necessary to ascertain duties, the consignee must pay the expense of weighing, gaging, or measuring prior to the release of the merchandise from CBP custody.

Discounts. Each invoice must set forth in detail, for each class or kind of merchandise, every discount from list or other base price which has been or may be allowed in fixing each purchase price or value.

Information may be on invoice or attached thereto. Any information required on an invoice by any provision of this subpart may be set forth either on the invoice or on an attachment thereto.

Name of responsible individual. Each invoice of imported merchandise must identify by name a responsible employee of the exporter, who has knowledge, or who can readily obtain knowledge, of the transaction.

Additional information may be required depending upon type of merchandise.



Informed Compliance Questionnaire

Name:

Phone:

Address:

City, State, Zip

Tax ID #:

Email:

Contact:

Type of Company:

Description of Merchandise:

Country of Origin:

Mode of Transport:

1. Are you a first-time importer? YES NO
2. Are you related to the supplier of your merchandise? [19CFR 152.102(g)] YES NO
3. Is your merchandise legally marked with country of origin & any other marking requirements?
YES NO
4. Is your merchandise subject to any other government agencies? YES NO
 a. If YES, which agencies? FDA EPA ATF
 Consumer Product Safety Fish & Wildlife Other:
5. If importing food, are you aware of the FDA prior notice and FDA FSVP requirements?
YES NO
6. Is your merchandise subject to countervailing duty/anti-dumping duty action?
YES NO
7. Were the goods obtained pursuant to a purchase or agreement to purchase?
YES NO
8. Do you pay any buying, selling or royalty commission? YES NO
9. Does your company offer any assist in production of the goods not included in your purchase price? [19CFR 152.102(a)] YES NO
10. Do your invoices reflect the actual price paid, correct quantity, description, and country of origin of your importations? YES NO



- 11. Does your company export any foreign goods they import and pay duty on?
 YES NO
- 12. Are any of your products considered hazardous or toxic? YES NO
- 13. Are any of your goods State Department licensed controlled? YES NO
- 14. Do you have any administrative tariff rulings on your merchandise? YES NO
 - a. If NO, do you require OIA Global to request a ruling?
- 15. Are you aware of your responsibility to keep complete records pertaining to your imports for inspection by US Customs? [19CFR 163] YES NO
- 16. Is your merchandise American goods being returned? YES NO
 - a. If YES, are the goods the growth, production and manufacture of the United States and are they being returned without having been advanced in value?
- 17. Does your merchandise contain any unauthorized copyrighted or trademarked Material?
 YES NO
- 18. Are your products manufactured with any composite wood materials? YES NO
 - a. If yes, are they EPA regulated? YES NO
- 19. Are your facilities CTPAT Certified? YES NO
- 20. Does your company have an ACH Payer Unit Number (PUN) with CBP? YES NO

List Payer Unit Number (PUN):

ACH Remittance Type: PMS Daily Statement

If not, please see attached ACH Application and PMS details.

The above statements are true and correct. I will immediately notify OIA Global of any changes in the above information.

Signature:

Date:

CTPAT Importer Minimum Security Criteria

CTPAT SECURITY CRITERIA IMPORTERS

Importers must conduct a comprehensive assessment of their international supply chains based upon the following CTPAT security criteria. Where an importer outsources or contracts elements of their supply chain, such as a foreign facility, conveyance, domestic warehouse, or other elements, the importer must work with these business partners to ensure that pertinent security measures are in place and adhered to throughout their supply chain. The supply chain for CTPAT purposes is defined from point of origin (manufacturer/supplier/vendor) through to point of distribution – and recognizes the diverse business models CTPAT members employ. CTPAT recognizes the complexity of international supply chains and endorses the application and implementation of security measures based upon risk analysis. Therefore, the program allows for flexibility and the customization of security plans based on the member's business model. Appropriate security measures, as listed throughout this document, must be implemented, and maintained throughout the importer's supply chains - based on risk.

BUSINESS PARTNER REQUIREMENT

Importers must have written and verifiable processes for the selection of business partners including manufacturers, product suppliers and vendors. These written and verifiable processes must include the periodic audit of all business partners within a specified timeframe. Importers must expand their vetting process to include checks for money laundering, terrorist funding, human trafficking, and child slavery exploitation.

SECURITY PROCEDURES

For those business partners eligible for CTPAT certification (carriers, ports, terminals, brokers, consolidators, etc.) the importer must have a model status within the CTPAT portal as either certified or validated. For those business partners not eligible for CTPAT certification, importers must require their business partners to demonstrate that they are meeting CTPAT security criteria via written/electronic confirmation/OIA's CTPAT questionnaires from a senior business partner officer attesting to compliance. The written statement from the business partner must demonstrate their compliance with CTPAT security criteria or provide an equivalent mutual recognition arrangement (MRA) which is an accredited security program administered by a foreign customs authority; or, by providing a completed CTPAT security questionnaire. Based upon a documented risk assessment process, non-CTPAT eligible business partners must be subject to verification of compliance with CTPAT security criteria by the importer.



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POINT OF ORIGIN

Importers must ensure business partners develop security processes and procedures consistent with the CTPAT security criteria to enhance the integrity of the shipment at point of origin. Periodic reviews of business partners' processes and facilities should be conducted based on risk and should maintain the security standards required for the importer. The Importers must expand their vetting process to include checks for money laundering, terrorist funding, human trafficking, and child slavery exploitation.

PARTICIPATION/CERTIFICATION IN FOREIGN CUSTOMS ADMINISTRATIONS SUPPLY CHAIN SECURITY PROGRAMS

Current or prospective business partners who have obtained a certification in a supply chain security program being administered by the WCO (World Customs Organization) - foreign Customs Administration or a Mutual Recognition Arrangement (MRA) should be required to indicate their status of participation to the importer.

OTHER INTERNAL CRITERIA FOR SELECTION

Internal requirements, such as financial soundness, capability of meeting contractual security requirements, and the ability to identify and correct security deficiencies as needed, should be addressed by the importer. Internal requirements should be assessed against a risk- based process as determined by an internal management team.

PROCEDURAL SECURITY

Importers must make sure that information used for clearing of merchandise/cargo is legible, complete, accurate, protected against the exchange, loss, or introduction of erroneous information and reported and provided in enough time to avoid US Customs penalties.

AGRICULTURAL PROCEDURES

As part of CTPAT new MSC (Minimum Security Criteria) guidelines Importers are required to have written procedures in place which must be communicated to their Business Partners, their responsibility to prevent visible pest contamination within the Instruments of International Traffic (IIT). There should be agricultural inspections conducted prior to loading/stuffing/packing on conveyance and empty IIT.

CONTAINER SECURITY

Container integrity must be maintained to protect against the introduction of unauthorized material and/or persons. At point of stuffing, procedures must be in place to properly seal and maintain the integrity of the shipping containers. A high security seal must be affixed to all loaded containers bound for the U.S. All seals must meet or exceed the current PAS ISO 17712 standards for high security seals. There must be periodic inventory of stored seals and reconciliation logs to maintain and document the overall seal audit process.

CONTAINER INSPECTION

Procedures must be in place to verify the physical integrity of the container structure prior to stuffing, to include the reliability of the locking mechanisms of the doors. A seven-point inspection process is recommended for all containers:

- Front wall
- Left side
- Right side
- Floor



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- Ceiling/Roof Inside/outside doors
- Outside/Undercarriage

CONTAINER SEALS

Written procedures must stipulate how seals are to be controlled and affixed to loaded containers - to include procedures for recognizing and reporting compromised seals and/or containers to US Customs and Border Protection or the appropriate foreign authority. Only designated employees should distribute container seals for integrity purposes. There must be periodic inventory of stored seals and reconciliation logs to maintain and document the overall seal audit process.

CONTAINER STORAGE

Containers must be stored in a secure area to prevent unauthorized access and/or manipulation. Procedures must be in place for reporting and neutralizing unauthorized entry into containers or container storage areas.

PHYSICAL ACCESS CONTROLS

Access controls prevent unauthorized entry to facilities, maintain control of employees and visitors, and protect company assets. Access controls must include the positive identification of all employees, visitors, and vendors at all points of entry.

EMPLOYEES

An employee identification system must be in place for positive identification and access control purposes. Employees should only be given access to those secure areas needed for the performance of their duties. Company management or security personnel must control the issuance and removal of employee, visitor, and vendor identification badges. Procedures for the issuance, removal and changing of access devices (e.g. keys, key cards, etc.) must be documented.

VISITORS

Visitors must present photo identification for documentation purposes upon arrival. All visitors should be escorted and visibly display temporary identification.

DELIVERIES (INCLUDING MAIL)

Proper vendor ID and/or photo identification must be presented for documentation purposes upon arrival by all vendors. Arriving packages and mail should be periodically screened before being disseminated.

CHALLENGING AND REMOVING UNAUTHORIZED PERSONS

Procedures must be in place to identify, challenge and address unauthorized/unidentified persons.

PERSONNEL SECURITY

Processes must be in place to screen prospective employees and to periodically check current employees. Pre-Employment Verification Application information, such as employment history and references must be verified prior to employment.



BACKGROUND CHECKS/INVESTIGATIONS

Consistent with foreign, federal, state, and local regulations, background checks and investigations should be conducted for prospective employees. Once employed, periodic checks and reinvestigations should be performed based on cause, and/or the sensitivity of the employee's position.

PERSONNEL TERMINATION PROCEDURES

Companies must have procedures in place to remove identification, facility, and system access for terminated employees.

DOCUMENT PROCESSING

Procedures must be in place to ensure that all information used in the clearing of merchandise/cargo is legible, complete, accurate, and protected against the exchange, loss, or introduction of erroneous information. Documentation control must include safeguarding computer access and information.

MANIFESTING PROCEDURES

To help ensure the integrity of cargo received from abroad, procedures must be in place to ensure that information received from business partners is reported accurately and timely.

SHIPPING & RECEIVING

Arriving cargo should be reconciled against information on the cargo manifest. The cargo should be accurately described, and the weights, labels, marks, and piece count indicated and verified. Departing cargo should be verified against purchase or delivery orders. Drivers delivering or receiving cargo must be positively identified before cargo is received or released.

CARGO DISCREPANCIES

All shortages, overages, and other significant discrepancies or anomalies must be resolved and/or investigated appropriately. Customs and/or other appropriate law enforcement agencies must be notified if illegal or suspicious activities are detected - as appropriate.

SECURITY TRAINING & THREAT AWARENESS

A threat awareness program should be established and maintained by security personnel to recognize and foster awareness of the threat posed by terrorists at each point in the supply chain. Employees must be made aware of the procedures the company has in place to address a situation and how to report it. Additional training should be provided to employees in the shipping and receiving areas, as well as those receiving and opening mail. Additionally, specific training should be offered to assist employees in maintaining cargo integrity, recognizing internal conspiracies, and protecting access controls. These programs should offer incentives for active employee participation.

PHYSICAL SECURITY

Cargo handling and storage facilities in domestic and foreign locations must have physical barriers and deterrents that guard against unauthorized access. Importers should incorporate the following C-TPAT physical security criteria throughout their supply chains as applicable.



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FENCING

Perimeter fencing should enclose the areas around cargo handling and storage facilities. Interior fencing within a cargo handling structure should be used to segregate domestic, international, high value, and hazardous cargo. All fencing must be regularly inspected for integrity and damage.

GATES & GATE HOUSES

Gates through which vehicles and/or personnel enter, or exit must be staffed and/or monitored. The number of gates should be kept to the minimum necessary for proper access and safety.

PARKING

Private passenger vehicles should be prohibited from parking in or adjacent to cargo handling and storage areas.

BUILDING STRUCTURE

Buildings must be constructed of materials that resist unlawful entry. The integrity of structures must be maintained by periodic inspection and repair.

LOCKING DEVICES & KEY CONTROLS

All external and internal windows, gates and fences must be secured with locking devices. Management or security personnel must control the issuance of all locks and keys.

LIGHTING

Adequate lighting must be provided inside and outside the facility including the following areas: entrances and exits, cargo handling and storage areas, fence lines and parking areas.

ALARMS SYSTEMS & VIDEO SURVEILLANCE CAMERAS

Alarm systems and video surveillance cameras should be utilized to monitor premises and prevent unauthorized access to cargo handling and storage areas.

INFORMATION TECHNOLOGY SECURITY PASSWORD PROTECTION

Automated systems must use individually assigned accounts that require a periodic change of password. IT security policies, procedures and standards must be in place and provided to employees in the form of training.

CYBERSECURITY

A comprehensive written cybersecurity policies and procedures must be in place to protect the information technology (IT) systems. The procedures must also identify the abuse of IT access, tampering or the altering of business data. All system violators must be subject to appropriate disciplinary actions for abuse. Cybersecurity policies and procedures must be reviewed periodically. If a data breach occurs there should be procedures proactively created to minimize any loss of data and equipment.



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