



# 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.*





- 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: