

# RXO Customs Clearance Solutions, LLC

Power of Attorney for Customs

and

Acknowledgement of Terms and Conditions of Service

RS/EIN NO. X \_\_\_\_\_

Check Appropriate Box

Social Security No. X \_\_\_\_\_

Individual

Limited Liability Company

Corporation

Customs Assigned No. X \_\_\_\_\_

Partnership

Sole Proprietorship

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(Full Name of Individual, Partnership, Corporation, Sole Proprietorship or Limited Liability Company)

("Grantor") under the laws of the State or Province \_\_\_\_\_ and Country of \_\_\_\_\_ residing or having a principal place of business at \_\_\_\_\_

\_\_\_\_\_ hereby constitutes and appoints RXO Customs Clearance Solutions, LLC and their respective officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of Grantor for and in the name, place and stead of 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, shipper's export declaration, commercial invoice, insurance certificate, Importer Security Filing ("ISF"), draft or any other document(s) required by law or regulation in connection with the exportation, importation or transportation of any merchandise in or through the customs territory, shipped or consigned by or to Grantor;

- Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to Grantor; to receive any merchandise;

- Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on 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 document is intended for filing with Customs;

- Sign, seal, and deliver for and as the act of 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, unloading or navigation of any vessel or other means of conveyance owned or operated by 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, unloading, or operation of any vessel or other means of conveyance owned or operated by 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 or otherwise on behalf of Grantor, if Grantor is a nonresident of the Territory, to accept service of process on behalf of Grantor; appoint third-parties to make Importer Security Filings on behalf of 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 Grantor is or may be concerned or interested and which may properly be transacted or performed by 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 Territory as fully as 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.

Grantor, as exporter/importer, hereby certifies that all statements and information contained in the documentation provided to Grantee relating to the exportation/importation are true and correct. Furthermore, Grantor, as exporter/importer, understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on an exportation/importation.

Grantor hereby waives the requirements set forth at 19 C.F.R. § 111.36 regarding its right to receive copies of RXO Customs Clearance Solutions, LLC's charges and those charges of the international freight forwarder, RXO Freight Forwarding, Inc. Upon written request, RXO Customs Clearance Solutions, LLC shall provide a breakout of the components of all monies assessed and a true copy of each pertinent document relating to these charges.

This power of attorney is to remain in full force and effect until revocation in writing is duly given and received by the Grantee; provided however, if the Grantor of this power of attorney is a partnership, then the period of this power of attorney shall not exceed two (2) years from the date of its execution at which time this power of attorney shall expire of its own accord and be without effect. If Grantor is a corporation, partnership, limited liability company or similar entity, the signatory certifies that he/she has full authority to execute this on behalf of such Grantor.

Grantor understands and agrees that all transactions or services provided by RXO Customs Clearance Solutions, LLC will be subject to and governed by the limitations of liability, time limits and other provisions of the RXO Customs Clearance Solutions, LLC's Standard Customer Terms and Conditions along with the terms of any applicable bills of lading, waybills, powers of attorney or other documents that are referenced, each of which are incorporated herein by reference. Grantor hereby acknowledges that it has received and reviewed the RXO Customs Clearance Solutions, LLC's Terms, which are available at [www.rxo.com/business-terms](http://www.rxo.com/business-terms) or by emailing [stc@rxo.com](mailto:stc@rxo.com). For purposes of the RXO Customs Clearance Solutions' Terms, Grantor shall be the "Customer" and Grantee shall be the "Company."

Grantor: IN WITNESS WHEREOF, \_\_\_\_\_  
(Full Company Name)

caused these presents to be sealed and signed: (Signature) \_\_\_\_\_

(Capacity/Title) \_\_\_\_\_

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

Witness: (if required) \_\_\_\_\_

Pursuant to the Customs Regulations 111.29(b), 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 made payable to the U.S. Customs and Border Protection, which shall be delivered to Customs by the broker. Importers who wish to make payment by check to U.S. Customs and Border Protection must notify RXOCustoms Clearance Solutions, LLC in advance to arrange timely receipt of duty checks.

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**CORPORATE CERTIFICATION  
(Corporate LLC)**

**TO BE MADE BY AN OFFICER OTHER THAN THE ONE WHO EXECUTES THE POWER OF ATTORNEY**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_  
(name of person signing certification below) (corporate title of person signing certification below) (name of company granting Power of Attorney)  
organized under the laws of State, Province or County of \_\_\_\_\_ that \_\_\_\_\_,  
(name of person signing Power of Attorney)  
who signed this Power of Attorney on behalf of the grantor appointing RXO Customs Clearance Solutions, LLC to act as a true and lawful agent and attorney with full power and authority, is the

\_\_\_\_\_ of such company: and that said Power of Attorney was duly signed, and attested for and on  
(corporate title of person signing Power of Attorney)  
behalf of that company by authority of its governing body as the same appears in a resolution of the Board of Directors or other governing body passed at a regular meeting held on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of that company and was executed in accordance with the laws of the State of formation.

IN WITNESS WHEREOF, I have hereunto set my hand (and affixed the seal of that company);

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**INDIVIDUAL OR PARTNERSHIP CERTIFICATION**

CITY \_\_\_\_\_

COUNTY \_\_\_\_\_ SS:

STATE \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ residing at \_\_\_\_\_, personally known or sufficiently identified to me, who certifies that \_\_\_\_\_ is the individual(s) who executed the foregoing instrument and ) acknowledges it to be his/her free act and deed.

\_\_\_\_\_  
Notary Public

If the Grantor is a limited partnership, the Grantor shall also provide a copy of the Limited Partnership Agreement with the Power of Attorney in order to certify the names of the partners who are authorized to execute the Power of Attorney.