



**CUSTOMS POWER OF ATTORNEY
DESIGNATION OF EXPORT FORWARDING AGENT**
and
Acknowledgment of Terms and Conditions

INSTRUCTIONS FOR COMPLETION

To transact Customs business on your behalf and/or designate an export forwarding agent, a duly authorized Customs Power of Attorney is required. Validating the power of attorney requires verification of the grantor's identity and legal authority to enter into a power of attorney.

CORPORATION

1. Print legibly the full name of the business entity and check the appropriate box in the upper right hand corner.
2. Indicate any name doing business as (dba) including any authorized trade or fictitious names.
3. Show the state of business incorporation.
4. Indicate the principal place of business or street address including city, state and zip code.
5. An officer or director must sign, print legibly the name, the capacity (i.e. President, Vice President, Secretary, Treasurer) and date.
6. The Employer Identification Number (EIN) must be noted in the upper left hand corner and accompanied with documentary evidence. Documentary evidence may include IRS or other US Government correspondence noting thereto. A customs assigned number may be requested for foreign (non resident) corporations.
7. Corporate certification is required on page two. The certification must be executed by an officer or director other than the person that signed the power of attorney.
8. Read carefully Daniel F Young Inc Terms and Conditions of Service and initial at the bottom of each page.
9. Please be sure to forward the original signed Power of Attorney and Certification to Daniel F Young promptly.

LIMITED LIABILITY COMPANY

1. Print legibly the full name of the business entity and check the appropriate box in the upper right hand corner.
2. Indicate any name doing business as (dba) including any authorized trade or fictitious names.
3. Show the state of business incorporation.
4. Indicate the principal place of business or street address including city, state and zip code.
5. Sign, print legibly the name, the capacity and date.
6. The Employer Identification Number (EIN) must be noted in the upper left hand corner and accompanied with documentary evidence. Documentary evidence may include IRS or other US Government correspondence noting thereto.
7. **The names of all the owners must be listed. A copy of the charter or articles of incorporation is required as evidence to bind the company.**
8. **Certification (page 2) is required and must be notarized.**
9. Read carefully Daniel F Young Inc Terms and Conditions of Service and initial at the bottom of each page.
10. Please be sure to forward the original signed Power of Attorney and Certification to Daniel F Young promptly.

PARTNERSHIP

1. Print legibly the full name of the business entity and check the appropriate box in the upper right hand corner.
2. Indicate any name doing business as (dba) including any authorized trade or fictitious names.
3. Show the state of business incorporation.
4. Indicate the principal place of business or street address including city, state and zip code.
5. Any partner may sign, print legibly the name, the capacity and date.
6. The Employer Identification Number (EIN) must be noted in the upper left hand corner and accompanied with documentary evidence. Documentary evidence may include IRS or other US government correspondence noting thereto.
7. **The names of all the partners must be listed.** Any partner may sign.
8. **Partnership certification (page 2) is required and must be notarized.**
9. Read carefully Daniel F Young Inc Terms and Conditions of Service and initial at the bottom of each page.
10. Please be sure to forward the original signed Power of Attorney and Certification to Daniel F Young promptly.

INDIVIDUAL AND SOLE PROPRIETORSHIP

1. Print legibly the full name of the person and check the appropriate box in the upper right hand corner.
2. **Indicate any name doing business as (dba) including any authorized trade or fictitious names.**
3. **Include both the home and business addresses.**
4. Sign, print legibly the name, the capacity, and date.
5. The Social Security Number (SSN) must be noted in the upper left hand corner and accompanied with documentary evidence. Documentary evidence may include a copy of the social security card or other US government correspondence noting thereto.
6. **Please include a copy of the drivers license or passport and business card of the individual signing the power of attorney.**
7. **Individual certification (page 2) is required and must be notarized.**
8. Read carefully Daniel F Young Inc Terms and Conditions of Service and initial at the bottom of each page.
9. Please be sure to forward the original signed Power of Attorney and Certification to Daniel F Young promptly.

NON-RESIDENT OR OVERSEAS FOREIGN CORPORATION

1. Print legibly the full name of the business entity and check the appropriate box in the upper right hand corner.
2. Indicate any name doing business as (dba) including any authorized trade or fictitious names.
3. Show the country of business incorporation.
4. Indicate the principal place of business or street address including city, country and zip code.
5. An officer or director must sign, print legibly the name, the capacity (i.e. President, Vice President, Secretary, Treasurer) and date.
6. A copy of the certificate from the proper public officer of the country showing legal existence of the corporation; 2) a copy of the charter or articles of incorporation which shows the scope of the business and its governing body; and 3) a copy of the document or part which the person signing the power of attorney derives his authority, such as a provision of the charter or articles of incorporation, a copy of the resolution, minutes of the board of directors' meeting, by laws, or other document by which the governing body conferred this authority must be provided.
7. Corporate certification is required on page two. The certification must be executed by an officer or director other than the person that signed the power of attorney.
8. Read carefully Daniel F Young Inc Terms and Conditions of Service and initial at the bottom of each page.
9. Please be sure to forward the original signed Power of Attorney and Certification to Daniel F Young promptly.

Questions? Call our DFYoung Compliance Team in Baltimore-BWI at 410-760-1004 or New York-JFK (718) 656-8484. Thank you for your assistance.



- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company
- Non-Resident

**CUSTOMS POWER OF ATTORNEY/
DESIGNATION OF EXPORT FORWARDING AGENT**
and
Acknowledgment of Terms and Conditions

KNOW ALL MEN BY THESE PRESENTS: THAT _____
[Full Name of Person or Business Entity]

doing business as _____ under the laws of the State of _____
[dba, if applicable] [State of Incorporation]

residing or having a principal place of business at _____
[Street Address] [City] [State] [Zip Code]

hereby constitutes and appoints **Daniel F Young Inc** 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;

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;

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

And generally to transact custom 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;

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;

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;

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;

This power of attorney to remain full force and effect until revocation in writing is duly given to and received by the 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);

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;

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, bill of lading, insurance certificates, drafts and any other document) necessary for the completion of an 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 acknowledges receipt of **Daniel F Young Inc** Terms and Conditions of Service governing all transactions between the parties. IF THE GRANTOR IS A LIMITED LIABILITY COMPANY, THE SIGNATORY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS POWER OF ATTORNEY ON BEHALF OF THE GRANTOR.

IN WITNESS WHEREOF, THE SAID _____ has caused these presents to be sealed and signed.

(Signature) _____ (Capacity) _____

(Print Name) _____ (Date) _____

(Corporate Seal) * (Optional)

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 owned 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 Service" which shall be delivered to Customs by the broker. Importers who wish to use this procedure must contact our office in advance to arrange timely receipt of duty checks.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY _____
COUNTY _____
STATE _____ } ss:

On this _____ day of _____, 20____ personally appeared before me _____ residing at _____, 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 (his/her) _____ free act and deed.

(Notary Public)

WITNESS _____
(PRINT NAME) _____

CORPORATE CERTIFICATION

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

I, _____, certify that I am the _____ of _____, organized under the laws of the State of _____ that _____, who signed this power of attorney on behalf of the donor, is the _____ of said corporation, and that said power of attorney was duly signed, sealed, and attested for and 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 _____, 20____, 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 and was executed in accordance with the laws of the state or country of incorporation.

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)

IF THE CORPORATION HAS NO CORPORATE SEAL, THE FACT SHALL BE STATED, IN WHICH CASE A SCROLL OR ADHESIVE SHALL APPEAR IN THE APPROPRIATE DESIGNATED PLACE.

TERMS AND CONDITIONS OF SERVICE

(PLEASE READ CAREFULLY)

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions. a) "Company" shall mean Daniel F Young, Inc., its subsidiaries, related companies, agents and/or representatives; b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives. c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form; d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier"; e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, custom brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitations of Actions. a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. b) All suits against Company must be filed and properly served on Company as follows: i) for claims arising out of ocean transportation, within one (1) year from the date of the loss; ii) for claims arising out of air transportation, within two(2) years from the date of the loss; iii) for claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s); iv) for any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment: advise by the Company 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 nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party: all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. 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: no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance On Information Furnished. a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf; b) in preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer: Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

7. Declaring Higher Value To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor: in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability. a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; b) subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties; c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

INITIALS: _____

d) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following: i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws 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 reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. C.O.D. or Cash Collect Shipments. The Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

13. Cost of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

14. General Lien and Right To Sell Customer's Property. a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges. Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of monies owed, plus all storage charges accrued or to be accrued. Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

15. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended. (19 USC 1508 and 1509) it has the duty and it solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statue(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

17. Preparation and Issuance of Bills of Lading. Where Company prepares and /or issues bills of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.: unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

18. No Modifications or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company, any attempt to unilaterally modify, alter or amend same shall be null and void.

19. 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.

20. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principals of conflict of law. Customer and Company a) irrevocably consent to the jurisdiction of the United States District Court and the State Courts of New York; b) agree that any action relating to the services performed by Company, shall only be brought in said courts; c) consent to the exercise of *in personam* jurisdiction by said courts over it, and d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

INITIALS: _____

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB No. 1651-0050 Exp. 05/31/2017

CUSTOMS BOND
19 CFR Part 113

CBP USE ONLY	BOND NUMBER (Assigned by CBP)
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Broker Filer Code: _____ Surety Reference Number: _____

In order to secure payment of any duty, tax or charge and compliance with law or regulation as a result of activity covered by any condition referenced below, we, the below name principal(s) and surety(ies), bind ourselves to the United States in the amount or amounts, as set forth below.

Execution Date

SECTION I – Select Single Transaction OR Continuous Bond (not both) and fill in the applicable blank spaces.

<input type="checkbox"/> SINGLE TRANSACTION BOND	Identification of transaction secured by this bond (e.g., entry number, seizure number, etc.)	Transaction Date	Port Code
<input type="checkbox"/> CONTINUOUS BOND	Effective Date	This bond remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amounts listed below for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in the CBP Regulations.	

SECTION II – This bond includes the following agreements. Check one box only. (Except 3a may be checked independently or with 3.)

Activity Code	Activity Name and CBP Regulations in which conditions codified	Limit of Liability	Activity Code	Activity Name and CBP Regulations in which conditions codified	Limit of Liability
<input type="checkbox"/> 1	Importer or broker\$113.62		<input type="checkbox"/> 8	Detention of Copyrighted Material \$113.70 -Single Transaction Only-	
<input type="checkbox"/> 1a	Drawback Payments Refunds\$113.65		<input type="checkbox"/> 9	Neutrality \$113.71 -Single Transaction Only-	
<input type="checkbox"/> 2	Custodian of Bonded Merchandise \$113.63 (Includes bonded carriers, freight forwarders, cartmen and lightermen, all classes of warehouse, container station operators) -Continuous Bond Only-		<input type="checkbox"/> 10	Court Costs for Condemned Goods\$113.72 -Single Transaction Only-	
<input type="checkbox"/> 3	International Carrier.....\$113.64		<input type="checkbox"/> 11	Airport Security Bond..... Part 113 App A	
<input type="checkbox"/> 3a	Instruments of International Traffic... \$113.66 -Continuous Bond Only-		<input type="checkbox"/> 12	International Trade Commission (ITC) Exclusion Bond.....Part 113 App B	
<input type="checkbox"/> 4	Foreign Trade Zone.....\$113.73 -Continuous Bond Only-		<input type="checkbox"/> 14	In-Bond Export Consolidation Bond	
<input type="checkbox"/> 5	Public Gauger..... \$113.67		<input type="checkbox"/> 15	Intellectual Property Rights (IPR)	
<input type="checkbox"/> 6	Wool & Fur Products..... \$113.68 Labeling Acts Importation -Single Transaction Only-		<input type="checkbox"/> 16	Importer Security Filing (ISF)Part 113 App D	
<input type="checkbox"/> 7	Bill of Lading.....\$113.69 -Single Transaction Only-		<input type="checkbox"/> 17	Marine Terminal Operator -Continuous Bond Only-	

PRINCIPAL

By checking the box you agree that you have a seal in accordance with 19 CFR 113.25 ▶

AFFIX SEAL or Check Box

<i>Name and Physical Address (including legal description and state of incorporation)</i>	CBP Identification Number:	<input type="checkbox"/> Check Box
	Signature	

Principal and surety agree that any charge against the bond under any of the listed names is as though it was made by the principal(s). Principal and surety agree that they are bound to the same extent as if they executed a separate bond covering each set of conditions incorporated by reference to the CBP regulations into this bond. If the surety fails to appoint an agent under Title 31, United States Code, Section 9306, surety consents to service on the Clerk of any United States District Court or the U.S. Court of International Trade, where suit is brought on this bond. That clerk is to send notice of the service to the surety at: ▶

Mailing Address Requested by the Surety

SURETY

<i>Name and Physical Address (including legal description and state of incorporation)</i>	Surety Number	Agent ID Number	<input type="checkbox"/> Check Box
	Signature		

Broker Filer Code: _____ Surety Reference Number: _____

Principal Name: _____ CBP Identification Number: _____

**AFFIX SEAL
or
Check Box**

By checking the box you agree that you have a seal in accordance with 19 CFR 113.25

CO-PRINCIPAL

<i>Name and Physical Address (including legal description and state of incorporation)</i>	CBP Identification Number:	<input type="checkbox"/> Check Box
	Signature	

SECTION III – List below the complete name of all trade names or unincorporated divisions that will be permitted to obligate this bond in the principal's name including their CBP Identification Number(s).

CBP Identification Number	Name	CBP Identification Number	Name
			Total Number of Importer Names listed in Section III:

CO-SURETY

<i>Name and Physical Address (including legal description and state of incorporation)</i>	Surety Number	Agent ID Number	<input type="checkbox"/> Check Box
	Signature		

**CUSTOMS BOND
INSTRUCTIONS FOR COMPLETION**

All fields are required unless otherwise stated in these instructions.

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Broker Filer Code: Provide a number that identifies the filer of the bond, whether a Customs broker or surety agent or other party authorized to file the bond.

Surety Reference Number: A 9-digit self-generated surety reference number that a surety may opt to submit to CBP instead of a social security number to be used as a bond control number.

Execution Date: Provide the date that the last required signature of the surety or the bond principal is affixed to the bond.

- Continuous Bonds: Must be the same date or earlier than the effective date
- Single Transaction Bonds: Must be the same date or earlier than the transaction date

SECTION I

NOTE: The Single Transaction Bond or the Continuous Bond box must be checked as appropriate, but not both.

- Single Transaction Bond: Check box next to Single Transaction Bond and line out Continuous Bond (lining out is optional). Check only if the bond will cover a single transaction.
- Continuous Bond: Check box next to Continuous Bond and line out Single Transaction Bond (lining out is optional).

Identification of transaction secured by this bond (e.g., entry number, seizure number, etc.): For a Single Transaction only. Do not complete this box if you are filing a Continuous Bond. If this Single Transaction Bond covers Activity Code 1 or 1a, provide an entry number. If this Single Transaction Bond covers Activity Code 10, provide a seizure number. If this Single Transaction Bond covers Activity Code 16, provide unique ISF transaction number. If the Single Transaction Bond covers Activity Codes 1 and 16 (a unified filing), provide an entry number and a unique ISF transaction number. For any other activity code for which a Single Transaction Bond is allowed, you may provide an identifying number.

Transaction Date: If this is a single transaction bond, provide the date the transaction occurs, if known.

- Single Transaction Bond: Required field
 - Activity Code 1, 1a, 3, 5, 6, 7, 8, 9, 10
 - If known, enter date of transaction
 - If not known, transaction due date would be the execution date
 - Activity Code 16
 - Enter date of ISF transmission
- Continuous Bond: Not applicable, leave blank

Port Code: Provide the 4-digit code of the Port where the single transaction is to occur. Leave blank for continuous bonds.

Effective Date: For a continuous bond only. Provide the date that transactions under the continuous bond may begin to be accepted by CBP.

- The effective date must be the same or after the execution date

SECTION II

Activity Code: Check the appropriate Activity Code. Only one (1) box may be checked, except 3a may be checked independently or with 3. Filers may opt to line out all unused activity codes.

For Airport Security Bonds, check continuous and Activity Code 11.

NOTE: Do not check boxes 12, 14, 15, or 17. Until further notice, this Form will not be used for those Activity Codes. Separate bonds must be filed. For Activity Code 12, see Appendix B to Part 113 of the CBP Regulations (19 CFR Part 113). For Activity Code 17, see the Notice of Specific Instruction, Customs Bulletin and Decisions, Vol. 40, No. 52, December 20, 2006, at page 7 for the terms and conditions of the Marine Terminal Operator Bond. For Activity Codes 14 and 15, see the Port Director at the port in which the bond is to be filed.

- **Limit of Liability:** Provide a number indicating the amount of the bond next to the activity code checked. The amount must be in whole dollars (always round up if there are cents for a Single Transaction Bond).
- Enter "N/A" in all other Limit of Liability areas next to the lined out activity codes. (This is optional)

PRINCIPAL

Name and Physical Address (including legal description and state of incorporation): Provide the full name and legal description (i.e. corporation, partnership, individual, etc.) of the bond principal, a physical address (not a P.O. Box), and the state of incorporation, if applicable.

For Continuous Bonds: If a limited partnership, provide a copy of the partnership agreement. If a general partnership, provide the names and addresses of the partners on the bond form (e.g., A general partnership comprised of <name>, <name>, etc.)

CBP Identification Number: Provide the CBP identification number filed pursuant to 19 CFR 24.5. When the Internal Revenue Service (IRS) Employer Identification Number (EIN) is used, the two-digit suffix code must be included and an eleven-digit number must be provided.

Signature: Provide the signature of a party authorized to bind the principal to the bond contract. The name and title (or Attorney in Fact) of the party signing the bond must be typed in this box also. If Attorney in Fact is signing the bond, the Company Name of the Attorney in Fact must be typed in this box.

SEAL: Principal must determine if a seal is required under the law of the state in which the bond is executed. A checked box indicates a seal is affixed or submitted electronically to CBP as per 19 CFR 113.25. An unchecked box is an acknowledgment that no seal is required.

Mailing Address Requested by the Surety: Provide a mailing address where the surety may receive notice of service.

SURETY

Name and Physical Address (including legal description and state of incorporation): If applicable provide the full surety name as it is set forth in the Treasury Listing of Approved Sureties published in the Federal Register by the Department of the Treasury (Treasury Department Circular 570), and a physical address. If an individual surety, provide name and legal description of the surety, and a physical address.

Surety Number: Provide the 3-digit identification code assigned by CBP to a surety company.

Agent ID Number: Provide an identification number as identified by the surety granting such power of attorney. If an individual, a social security number may be provided, but a CBP-assigned number may also be used.

Signature: Provide the signature of a party authorized to bind the surety to the bond contract. The name and title (or Attorney in Fact) of the party signing the bond must be typed in this box also.

SEAL: Surety must determine if a seal is required under the law of the state in which the bond is executed. A checked box indicates a seal is affixed or submitted electronically to CBP as per 19 CFR 113.25. An unchecked box is an acknowledgment that no seal is required.

PAGE 2 CBP FORM 301

If there is no substantive information on page 2 of the CBP 301 form, it need not be filed with CBP (Single Transaction or Continuous Bonds). Substantive information is limited to Co-Principal, Section III Divisions/Users, and Co-Surety. If page 2 is required, the four header data items (Broker Filer Code, Surety Reference Number, Principal Name, and CBP Identification Number) must be provided and identical to those fields on page 1.

CO-PRINCIPAL

Follow the same instructions as for the principal.

SECTION III

List the complete name of all trade names or unincorporated divisions that will be permitted to obligate the bond in the principal's name including their CBP identification numbers: Provide the complete name for each entity listed (e.g., ABC Company DBA 123 Company.) If the identification number is based upon an EIN, the number must match the base number (the first nine digits of a principal's identification number on the bond).

Total Number of Importer Names Listed in Section III: Provide total number of entities listed. If none, enter a 0 (zero). Do not include the main principal or any co-principals in the total number of Section III users.

CO-SURETY

Follow the same instructions as for the surety.

OTHER INSTRUCTIONS

If a bond has more than two (2) co-principals, a CBP Form 301A must be used. Note that co-principals cannot be added by rider. The bond must be terminated and replaced to add (or delete) a co-principal.

For bond conditions, refer to Part 113, Subpart G, CBP regulations and the Appendices to that Part.

Paperwork Reduction Act Notice: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0050. The estimated time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of International Trade, Regulations and Rulings, 799 9th Street, NW., Washington, DC 20229.

Privacy Act Statement: The following notice is given pursuant to section 7(b) of the Privacy Act of 1974 (5 U.S.C. 552a). Furnishing the information of this form, including the Social Security number, is mandatory. The primary use of the Social Security Number is to verify, in the CBP Automated System, at the time an agent submits a CBP bond for approval that the individual was granted a Corporate Surety Power of Attorney by the surety company. Section 7 of the Act of July 30, 1947, chapter 390, 61 Stat. 646, authorizes the collection of this information.



Application for Credit

Please return completed application and initialed Credit Terms & Conditions to your DF Young account executive	Federal Tax ID # _____	Internal Use Only – REQUIRED
	Employer ID # _____	Account Exec: _____
	Credit Amount Requested: _____	Credit Analyst: _____ Cust. Code: _____

Note: Signed original application must be on file to activate your account

Company: _____ Duns#: _____ Address: _____ City/State/Zip: _____ Phone: _____ Fax: _____ Other: _____	Ownership: Public Corp. Symbol: _____ Partnership SS #: _____ Private Corporation: _____
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Parent Company (if applicable): _____ Duns#: _____ Address: _____ City/State/Zip: _____ Phone: _____ Fax: _____ Other: _____	List other subsidiaries to be covered by this application: _____ _____ _____
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Vendor Reference: _____	City/State/Zip: _____	Phone: _____	Fax: _____
Vendor Reference: _____	City/State/Zip: _____	Phone: _____	Fax: _____
Vendor Reference: _____	City/State/Zip: _____	Phone: _____	Fax: _____

Bank Reference: _____	City/State/Zip: _____	Phone: _____	Fax: _____
Account # _____ :	Bank Contact: _____	Contact Phone: _____	
ACH/Debit Authorization: _____	Bank Name: _____	Account #: (attach voiced check) _____	

Accounts Payable Mailing Address: _____	City/State/Zip: _____		
Accounts Payable Contact Name: _____	Phone: _____	Fax: _____	Email: _____

- The financial statements included with this application are true, complete and reflect the current financial condition of our company.
- Daniel F. Young, Inc. (*The Company*) is hereby authorized to obtain full credit information from any source deemed necessary, including but not limited to reporting agencies, banks, suppliers and vendors.
- The Company's USA Credit Terms and Conditions and Notice Concerning Limitation of Liability is included with this application, as well as the terms of the Company's Invoices, bills of lading and other shipping documents are understood and accepted.
- We agree to adhere to the Standard Terms and Conditions of the Company, which may change from time to time without notice.
- An authorized signature is required in order to process this application

By: _____
 Officer Authorized Signature Print Name Title Date

DF Young USA Credit Terms and Conditions

By establishing a credit account for the customer, the company shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of the Customer. The fact that the company has made a payment, advance or guarantee, shall not be construed as a waiver of this provision.

The customer agrees to keep the account current and agrees to pay each invoice upon receipt, unless other payment terms are shown on the face of the invoice. It is agreed that the customer will make payment in accordance with the DF Young USA Credit Terms and Conditions enclosed herewith. DF Young reserves the right to change such credit terms and conditions at any time without prior notice.

In the event that the Customer fails to keep the account current, all amounts owed by the Customer shall immediately become due and payable. The customer shall also become indebted to the company for costs of collection, including reasonable attorney fees, plus one and one half percent (1.5%) interest per month calculated from the due date of the invoice.

The Company has the right to offset any indebtedness of the Customer to the Company against any indebtedness of the Company to the Customer including, but not limited to, unidentified payments and credits in Customer's Favor subject to fifteen (15) days prior notice to the customer, duplicate payments by Customer and accounts payable to the Customer.

As security for any existing and future indebtedness of the Customer to the Company, including claims for charges, expenses or charges, expense or advances incurred by the Company in connection with any shipment or transaction of the Customer, and whether or not presently contemplated by the Customer and the Company, the Customer hereby grants to the Company a continuing lien and security interest in any and all property of the Customer (including goods and documents relating thereto) now or hereafter in the Company's possession, custody or control or en route ("the Collateral"). The Company may execute and file appropriate financing statements on the Customer's behalf. This lien and security interest shall be in addition to any other rights the Company has or may acquire under other agreements and/or applicable law and shall survive delivery or release of any Collateral.

If any indebtedness remains unpaid for thirty (30) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code. Any notice required to be given by the Company of a sale or other disposition or other intended action with respect to any Collateral, or otherwise, made by sending same to the Customer at least ten (10) days prior to any proposed action shall constitute fair and reasonable notice to the Customer. Any surplus from a sale or other disposition of Collateral, after application of the proceeds to the indebtedness and costs of enforcement and sale (including reasonable attorneys' fees) shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

The validity and interpretation of this Agreement shall be governed by and construed and enforce in accordance with the laws of the Commonwealth of Pennsylvania. Any action arising out of or relating to this Agreement shall be litigated to conclusion only in federal or state court in or closest to Berwyn, Pennsylvania. Customer irrevocably submits to the jurisdiction of such court and waives any objection it may have to jurisdiction or venue in such court.

Initial: _____ Date: _____
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