



**Customs Power of Attorney
And Acknowledgement of Terms and Conditions of Service**

IRS Number: _____ - _____

SSN: _____ - _____

Know all men by these presents: that, _____ doing business as a Individual, Partnership, Corporation, Sole Proprietorship, Limited Liability Co, under the laws of the state of _____, residing or having a principal place of business at: _____, hereby constitutes and appoints

Janel Group 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;

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; 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, unloading 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, landing, unloading, 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 non-resident of the United States, to accept service of process on behalf of the grantor;

As a true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this date in all Customs Districts and in no other name, to transmit the required Importer Security Filing ("ISF") data elements to CBP through an approved Automated Manifest Electronic Data System or Automated Broker Interface System ("AMS or ABI"). We further authorize Grantee to update all filings, as necessary.

Grantor hereby agrees that it shall be solely responsible for the accurate and complete delivery of data to Grantee sufficiently in advance of the time of filing and that Grantor shall bear primary responsibility for the accuracy of all ISF data. Grantee may, in its sole discretion, refuse to transmit ISF data received untimely from Grantor. Grantor hereby indemnifies and holds Grantee harmless from any and all penalty or liquidated damage claims relating to the ISF data.

Grantor acknowledges that all acts undertaken or services provided by Grantee on behalf of Grantor or in furtherance of Grantor's business, shall be governed by Grantee's terms and conditions, a copy of the terms initially in effect on the date that this power is granted is hereby acknowledged and the terms of which are incorporated herein by reference and which terms may be subsequently modified by inclusion with or on Grantee's invoices to Grantor, or upon other written notice.

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 in 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 expiration 2 years from the dates of its execution);

Grantor acknowledges receipt of Janel's 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 on behalf of the Grantor

3RD PARTY INFORMATION RELEASE STATEMENT:

Freight forwarder or non-licensed third (3rd) party service provider shall notify the grantor of the name of any Customs Broker(s) designated hereunder; by executing this power of attorney, the grantor acknowledges that all fees and expenses of the designated Customs Broker(s) shall be billed and collected by Freight forwarder or non-licensed third (3rd) party service provider and the grantor waives any requirement of an invoice or statement of the brokerage charges under 19 C.F.R. 111.36; nothing here in shall be construed as preventing the grantor from directly communicating with the designated Customs Broker(s).

IN WITNESS WHEREOF, the said _____ caused these present to be sealed and signed:

Name: _____ Capacity: _____

Signature: _____ Date: _____

Witness (If required): _____ Name: _____

METHOD OF PAYMENT ADVISORY STATEMENT:

If you are the importer of record, payment to the broker will not relieve you of the liability for U.S. 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 shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office to arrange timely receipt of duty checks. You must notify Janel Group in advance if you elect to make payment with a check made payable to the Bureau of Customs and Border Protection.

Instructions for the U.S. Customs Power of Attorney Form 5291

STEP 1 — Print or type your name and social security number on the first line.

STEP 2 — Sign your name on the line next to (signature).

STEP 3 — Put the date when the form was signed on the line next to the word “date.”

*NOTE: This form gives **Hanseatic Moving Services LLC** and its agent the authority to clear your personal effects and household goods through U.S. Customs without your presence.*
