

## CUSTOMS BROKER SERVICES CONTRACT

### INSTRUCTIONS

U.S. Customs and Border Protection (“CBP”) requires documentary evidence that the individual signing this Customs Broker Services Contract and power of attorney has the capacity stated, e.g., President, Vice-President, Secretary, Treasurer, Member or Member Manager. If the entity is a limited liability company (“LLC”), the signer must be a Member, Member Manager, or officer authorized by the LLC’s articles of organization and resolution authorizing the signer to execute contracts on behalf of the LLC. Acceptable corporate or other entity documentation includes articles of incorporation, a board resolution, or a filing with the Secretary of State that states the individual’s capacity. The stated capacity in the corporate/entity documentation must match the capacity stated in this contract.<sup>1</sup>

- 1) Insert Internal Revenue Service (“IRS”) Employer Identification Number (“EIN”) for corporations, partnerships, or limited liability companies (“LLC”), or Social Security numbers for individuals.
- 2) Identify and check the type of organization (corporation, partnership, limited liability company, etc.).
- 3) Insert the company’s or individual’s legal name and any fictitious business name or “dba”.
- 4) Insert the company’s or individual’s physical address.
- 5) Insert state of incorporation or organization.
- 6) Insert company’s name, **same as # 3 above**.
- 7) Insert the printed name of the corporate or entity officer (officers only; under CBP regulations, managers and supervisors are not authorized to grant powers of attorney).
- 8) Title of signer.
- 9) Signature.
- 10) Date.

CBP requires importers to register with CBP and obtain an Importer of Record number using CBP’s Importer Identity Form 5106. CBP requires the importer to provide documentary evidence that the EIN on the Contract is that of company named on the contract. Acceptable documents are an IRS form SS-4, a copy of last year’s tax return, or other official documentation from the IRS, on its letterhead. Under 19 C.F.R. section 141.37, if the importer is a corporation that is not qualified to conduct business in the United States, then the importer must provide documentation in support of the power of attorney establishing the authority of the grantor designated to execute the power of attorney on behalf of the corporation.

**Payment of CBP Duty:** In addition to checks payable to CBP under 19 C.F.R. section 111.29(b)(1), the importer can also pay duties to CBP from the importer’s bank account using “Direct Pay via ACH” payment through the Automated Clearinghouse (“ACH”) Network. An importer can arrange such payments by ACH directly with CBP by contacting:

U.S. Customs and Border Protection  
Revenue Division  
ACH Debit Applications  
6650 Telecom Drive, Ste 100  
Indianapolis, IN 46278  
Phone: (317) 298-1200 x1098  
Email: [ACH-Customs@cbp.dhs.gov](mailto:ACH-Customs@cbp.dhs.gov)

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<sup>1</sup> See <https://www.cbp.gov/trade/programs-administration/customs-brokers/validating-power-attorney>

# CUSTOMS BROKER AND FORWARDER SERVICES CONTRACT

EIN:/Social Security Number 1) \_\_\_\_\_ check box 2)  Partnership  Corporation  Limited Liability Company  
 Individual or  Sole Proprietorship

The importer of record or principal party in interest, 3) \_\_\_\_\_ (“Customer” or “Grantor”), and Alba Wheels Up International, Inc., a customs broker, and international air and ocean freight forwarder, its employees, subsidiaries, related companies, authorized agents or representatives (collectively, “Company” or “Grantee”) enter into this Customs Broker and Forwarder Services Contract (the “Contract”). All services Company provides are subject to the terms of Company’s invoices and quotes, and its Terms and Conditions of Service, all of which are incorporated into this Contract. Company’s Terms and Conditions of Service are on Company’s website.<sup>2</sup> This Contract is a legally binding contract between Company and Customer.

## SCOPE OF SERVICES

Company shall perform customs broker services on behalf of Customer and shall file CBP entries and related data and documents with government agencies on behalf of Customer based on the information, data, and documents that Customer shall provide. CBP requires Customer to exercise reasonable care. See 19 C.F.R. § 141. CBP recommends that Customer obtain a binding ruling concerning classification, valuation, or any scheme that Customer may propose or use to avoid, reduce, or defer duties or taxes. Upon written request and for a separate fee, Company can provide entry or shipment audits or consulting services. Customer should review [www.cbp.gov](http://www.cbp.gov) for additional information on informed compliance and the exercise of reasonable care. Company is not an attorney and does not provide legal advice.

Company will file USPPPI’s Electronic Export Information (“EEI”) and a verified gross mass (“VGM”) certification based on the information, data, and documents Customer, as the U.S. Principal Party in Interest provides to Company. Customer understands and agrees that it may be responsible for additional costs and for civil, criminal, or regulatory penalties if Customer were to make false or fraudulent statements in violation of U.S. laws or regulations. U.S. government agencies require USPPPI to exercise reasonable care when exporting from the United States. Customer should review [www.cbp.gov](http://www.cbp.gov), [www.bis.doc.gov](http://www.bis.doc.gov), and [www.export.gov](http://www.export.gov) for additional information on informed compliance and the exercise of reasonable care. If the exportation originates outside the U.S., then Company or its appointed third-party will file the Importer Security Filing with CBP based on the information, data, and documents Customer provides. Customer understand and agrees that items that are subject to an export license issued by the Bureau of Industry and Security (“BIS”) and authorized for export only to a specific country of ultimate destination are for use by the ultimate consignee or end-user identified on that export license only. Customer understands and agrees that no person may resell, transfer, or otherwise dispose of those items to any other country or to any person other than the authorized ultimate consignee or end-user, either in the items’ original form or after being incorporated into other items, without first obtaining express approval from BIS or as the applicable U.S. laws or regulations may otherwise authorize. Each person involved in transacting those items agrees to comply with all applicable U.S. laws and regulations and Customer agrees to include such terms in its agreements with its customers. Customer understands and agrees that it has an affirmative non-delegable duty to disclose all required information for Company to perform services on Customer’s behalf, and in compliance with applicable law.

## **CBP POWER AND FORWARDER POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Grantor is an entity presently doing business at 4) \_\_\_\_\_ under the laws of the State of 5) \_\_\_\_\_, or an individual residing at the above address. Grantor appoints the Grantee to act for and on Grantor’s behalf as an attorney-in-fact, from this date, in the United States and in any foreign country, either by writing, electronically, or by other authorized means, to:

- A. Make, endorse, sign, declare, or swear to any CBP entry, withdrawal, declaration, certificate, bill of lading, carnet, Importer Security Filing (“ISF”), or any other documents required by law or regulation in connection with the importation of any merchandise in or through the CBP territory, shipped or consigned by or to the Grantor;
- B. Appoint Grantee or a third-party grantee to file Grantor’s ISFs, conditioned on Grantor’s agreement to defend, indemnify, and hold Grantee harmless from and against any claim, liability, or expense, including reasonable attorneys’ fees arising out of or in any way connected to Grantee’s ISF filings;
- C. Perform any act or condition required by law or regulation in connection with such merchandise;

<sup>2</sup> <https://albawheelsup.com/resources/forms/>

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- D. Receive any merchandise on Grantor's behalf;
- E. Make endorsements on bills of lading conferring authority to transfer title;
- F. Make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback or export purposes, regardless of whether such document is intended for filing with CBP;
- G. Sign, seal, and deliver any bond required by law or regulation in connection with the entry of or withdrawal of any imported merchandise, 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 that 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 declarations, affidavits, or statements in connection with the entry or export of merchandise;
- H. Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance Grantor owns or operates, or other means of conveyance;
- J. Receive, endorse, and collect checks issued for CBP duty refunds in Grantor's name drawn on the Treasury of the United States;
- K. Accept service of process on Grantor's behalf, if Grantor is a nonresident of the United States;
- L. Select and authorize other licensed customs brokers, freight forwarders, and subagents to act as Grantor's agent under 19 C.F.R. section 141.43; and execute a power of attorney under 19 C.F.R. section 141.46, and apply for and obtain a CBP bond on Grantor's behalf, as the bond principal, under 19 C.F.R. section 113;
- M. Authorize, in a case of merger or acquisition of Grantee, the transfer or assignment of any rights and privileges from Grantee to the acquiring or successor entity without requiring the execution of a new power of attorney;
- N. Grantor waives confidentiality under 19 C.F.R. section 111.24 and any requirement to receive a copy of Grantee's charges and fees under 19 C.F.R. section 111.36. At Grantee's discretion, any fees and costs due to Grantee may be consolidated on another broker's or freight forwarder's invoice for the convenience of Grantor.
- O. Grantor acknowledges that as the importer of record, under 19 C.F.R. section 141.1, the payment of duties, both regular and additional, are the personal debt of Grantor that can be discharged only by payment in full of all duties legally accruing, unless relieved by law or regulation;<sup>3</sup>
- P. Transact CBP business, including the filing of claims or protests, upon written request and subject to 19 C.F.R. section 174.3 - Power of attorney to file protest, under section 514 of the Tariff Act of 1930, or under other laws of the territories under 19 CFR sections 141.17, 18, and 37, in which Grantor is or may be concerned or interested.
- Q. Grantor grants Grantee full power and authority to do anything necessary to perform the above and hereby ratifies and confirms all that Grantee shall lawfully perform under this power of attorney.
- R. Unless Grantor is a partnership, this power of attorney shall remain in full force and effect until Grantor's revocation in writing and its receipt by Grantee. If Grantor is a partnership, then this power of attorney shall terminate two years after the date stated below in section 10).
- S. Grantor authorizes Grantee to make customs entry on Grantor's merchandise without surrender of the original bill of lading and to hold the merchandise at Grantor's expense until the bill of lading is telex released by the shipper. If the bill of lading is not telex released by the shipper before the last free day at the marine terminal, then Grantee may cancel the entry, after which the

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<sup>3</sup>19 CFR § 111.29(b)(1). 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 CBP) 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.

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merchandise could go General Order. Grantor agrees to defend and indemnify Grantee against any claims by the issuer of the bill of lading or by the holder of the original bill of lading.

Grantor authorizes Grantee to collect any unpaid and uncontested invoices by charging Grantor's credit card on file or ACH account. Grantee will first pay any accrued interest and then the invoiced amounts. Grantor has seven business days from the date of an invoice to contest any changes.

Grantor authorizes Grantee to apply duty refunds Grantee receives from CBP to Grantee's invoices.

Grantor authorizes Grantee to retain any insurance proceeds under any insurance policies covering Grantor's merchandise for payment of Grantee's invoices.

Grantor and the individual signing this Contract and power of attorney shall have joint and several liability for payment of Grantee's invoices to the Grantor, without any set-off.

Grantor authorizes Grantee to demand redelivery of merchandise to Grantee's control and consents to Grantee's lien-sale of Grantor's merchandise, including any trademarked goods. Grantor agrees to defend and indemnify Grantee against any claims against the Grantee by the trademark holder.

T. Grantor authorizes Grantee to act within the territory as lawful agent and to sign or endorse export documents, such as commercial invoices, bills of lading, insurance certificates, drafts, and all other documents necessary for the completion of an export on Grantor's behalf, as the laws and regulations in the territory may require, to transmit export information electronically in reliance on the accuracy of the information provided by Grantor, to endorse or counter-sign weight certifications or tickets provided by Grantor or Grantor's designee, to endorse or negotiate drafts or checks payable to the order of Grantor or Grantor's designee, to appoint forwarding agents on Grantor's behalf, and to perform every lawful act and thing Grantee may deem necessary for EEI filing and export administration regulations compliance.

U. Grantor agrees that it shall report any material change in financial condition or solvency to Grantee by facsimile or e-mail within twenty-four hours of acquiring such status. Grantor authorizes its accountant, upon Grantee's written request, to release Grantor's then-current financial statements. As to all other notices under this Contract and power of attorney, Grantor shall give written notice to Grantee's CEO or President by certified First-Class mail to 1 E Lincoln Avenue, Valley Stream, NY 11580. Grantor understands and agrees that only Grantee's CEO or President has the right to change the Contract terms, which he or she may do by posting notice on Grantee's website at <https://albawheelsup.com/resources/forms/>

- 6) GRANTOR'S NAME : \_\_\_\_\_
- 7) PRINTED NAME OF OFFICER : \_\_\_\_\_
- 8) TITLE : \_\_\_\_\_
- 9) SIGNATURE : \_\_\_\_\_
- 10) DATE : \_\_\_\_\_