

SALVATORE DISTEFANO DBA  
**RELIANCE CUSTOMS BROKERAGE**

IRS # \_\_\_\_\_

TEL: \_\_\_\_\_

Social Security # \_\_\_\_\_

FAX: \_\_\_\_\_

Check appropriate box  
 Individual  
 Partnership  
 Corporation  
 Sole Proprietorship

**CUSTOMS POWER OF ATTORNEY**

**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 BROKER DOES NOT PAY THE CHARGES. 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.**

KNOW ALL MEN BY THESE PRESENTS: That I \_\_\_\_\_  
(Full name of person, partnership, or corporation, or sole proprietorship (identify)

hereinafter THE CUSTOMER, a corporation doing business under the laws of the State of I \_\_\_\_\_ or a \_\_\_\_\_  
doing business as \_\_\_\_\_ residing at \_\_\_\_\_ having an office and place of  
business at \_\_\_\_\_ hereby constitutes and appoints Salvatore DiStefano dba RELIANCE Customs Brokerage, a licensed  
Customs Broker, hereinafter THE COMPANY, to act through any of its licensed officers and any employees specifically authorized to act for such corporation, pursuant to this  
Power of Attorney filed by THE COMPANY with the District Director of Customs, as the true and lawful agent and attorney of THE CUSTOMER for an in the name, place and  
stead of THE CUSTOMER from this date and in all Customs districts.

**TERMS AND CONDITIONS**

**Appointment:** In connection therewith, THE COMPANY is appointed to do the following:

- (a) To make, endorse, sign, declare or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or any other document required by law or regulation in connection with the importation, transportation or exportation of any merchandise shipped or consigned by or to THE CUSTOMER.
- (b) To perform any act or condition which may be required by law or regulation in connection with such merchandise.
- (c) To receive any merchandise deliverable to THE CUSTOMER.
- (d) To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback.
- (e) To make, sign, declare or swear to any statement, supplemental schedule, certificate of delivery, 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 of document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration or other affidavit or document is intended for filing in any Customs district.
- (f) To sign, seal and deliver for and as the act of THE CUSTOMER any bond required by law or regulation in connection with the entry or withdrawal of imported 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 THE CUSTOMER and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignees and owners declarations provided for in section 485, Tariff Act of 1930, as amended or affidavits in connection with the entry of merchandise.
- (g) To sign and swear to any document and 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 THE CUSTOMER.
- (h) To receive, endorse, and collect checks issued for Customs duty refunds in THE CUSTOMER'S name drawn on the Treasurer of the United States.
- (i) If THE CUSTOMER is a non-resident of the United States, to accept service of process on behalf of THE CUSTOMER.
- (j) To generally transact at the customhouse in any district and all custom business, including making, signing and filing of protests under section 514 of the Tariff Act of 1930, in which THE CUSTOMER is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as THE CUSTOMER 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 : and
- (k) To make endorsements and negotiate and cash any checks and drafts payable to third parties from Customs and any Customs business including without limitation, steamship companies, airlines and other carriers
- (l) To authorize other Custom Broker to act as CUSTOMER agent
- (m) THE CUSTOMER grants Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE the explicit authority to appoint another Customs business on behalf of THE CUSTOMER. This appointment will create a direct relationship between THE CUSTOMER and the appointed broker

**Terms and Conditions:** THE CUSTOMER acknowledges that it has reviewed the terms and conditions of Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE. THE CUSTOMER agrees that all business transacted by Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE is under the terms and conditions of the NATIONAL CUSTOMS BROKERS AND FREIGHT FORWARDERS ASSOCIATION OF AMERICA INC. and other terms and conditions contained on this form.

**Terms of Payments and Late Payment Penalty:** THE CUSTOMER further agrees to pay the full balances due Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE upon presentation of invoice. This balance may include, but is not limited to, costs incurred, compensation for the services of Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE, adjusted duty, adjusted freight charges, demurrage and other costs and expenses. In the event such sums are not timely paid, THE CUSTOMER agrees that Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE may, in addition to exercising any other rights not herein described, (1) terminate the relationship hereunder, and/or (2) suspend all further services including the withholding of clearances, forwarding and documents on current shipments, (3) claim a general lien on any and all of THE CUSTOMER'S property (and any documents relating thereto) in its possession, custody or en route, (4) be deemed to have the same priority as the Government under 11.U.S.C. 507 in connection with payment of Customs duties on behalf of THE CUSTOMER, (5) apply any funds from third party checks as a full and complete set-off of all monies due to it by THE CUSTOMER, (6) impose a **LATE PENALTY FEE OF 1.5 PERCENT PER MONTH** on any portion of THE CUSTOMER'S account not paid as of the date of invoice. The CUSTOMER **Waives All True Charges** from Salvatore DiStefano DBA RELIANCE CUSTOMS BROKERAGE if the fees are to be collected by or through a freight forwarder.

**Attorney Fees:** Should Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE consult with an attorney or a collection agency to enforce the provisions herein and/or those provisions set forth in the aforementioned Terms and Conditions of Service which have been breached by THE CUSTOMER, its owners, shareholders and partners jointly and severally personally guarantee and agree that in addition to other relief to which Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE may be entitled, THE CUSTOMER, its owners, shareholders or partners will pay all costs and expenses incurred by Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE , including actual attorney fees incurred (1) whether or not legal action or arbitration is instituted to collect any amount subject to the Terms and Conditions (2) in the enforcement or collection of any judgment or (3) on any appeal thereof. In the event an action is instituted, THE CUSTOMER agrees that the aforementioned sums may be added to the judgment as costs, and enforceable in the same way as any other sum due in respect of said judgment.

\* Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE **Limit of liability is FIFTY (\$50.00) dollars per shipment.** Shipments are not insured by Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE, unless THE CUSTOMER requests insurance in writing and Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE confirms insurance in writing.

\* All terms and conditions are governed under the laws of the State of New York.

**Termination:** The foregoing Power of Attorney is to remain in full force and effect until notice of termination in writing is duly given by either THE CUSTOMER or Salvatore DiStefano dba RELIANCE CUSTOMS BROKERAGE to the other and to the District Director of Customs, specifying the date of termination. Termination is effective only upon receipt of notice of termination by both the non-terminating party and a District Director of Customs. If THE CUSTOMER is a partnership, however, this Power of Attorney shall have no force or effect after the expiration of two (2) years from the date of execution.

IN WITNESS WHEREOF, THE CUSTOMER m \_\_\_\_\_  
has caused these presents to be sealed and signed: (Signature) r \_\_\_\_\_ Print Name \_\_\_\_\_

(Capacity) (Must be corporate officer if corporation) p \_\_\_\_\_ Date \_\_\_\_\_

Witness: Signature r \_\_\_\_\_ Print Name \_\_\_\_\_

Ⓢ Notary Seal Required for Powers of Attorney granted by individuals: Signature\_ Date \_\_\_\_\_ Seal \_\_\_\_\_