



**CUSTOMS POWER OF ATTORNEY
DESIGNATION OF FORWARDING AGENT
ACKNOWLEDGEMENT OF TERMS & CONDITIONS**

KNOW ALL MEN BY THESE PRESENTS: That

FULL NAME of person, partnership, corporation, sole proprietorship, Limited Liability Grantee

RESIDING OR HAVING A PRINCIPAL PLACE OF BUSINESS AT

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DOING BUSINESS AS A (insert one)
Corporation, individual, Sole Proprietorship, Partnership, Limited Liability Grantee

UNDER THE LAWS OF THE STATE OF

and having **IRS, SSI or importer Number**

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(the "Grantor") hereby constitutes and appoints Cargo Link Air Freight Inc., (the "Grantee") 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 document required by law or regulation in connection with the importation, exportation, or 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, certificate, affidavit, or any other document required by law or regulation for drawback purposes, in any location or district necessary, and regardless of whether such document is intended for filing with Customs;

Sign, seal, and deliver for and as the act of said Grantor and 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, lading, 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 duties and 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;

And generally to transact any and all Customs business, including the making, signing, and 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 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;

This power of attorney to remain 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 the expiration 2 years from the dates of its execution);

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 agent's on Grantor's behalf;

Grantor acknowledges that Grantee's Terms and Conditions of Service shall govern all transactions between Grantor and Grantee.

If the Grantor is a Limited Liability Grantee, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

In the execution of this document, it is expressly understood that 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 to 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. (19 C.F.R. 111.29).

IN WITNESS WHEREOF, the said

_____ (full name of company)

caused these presents to be sealed and signed:

_____ (Signature)

_____ (Capacity)

_____ (Date)

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Grantee" and the "Grantor". In the event the Grantor 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) "Grantee" shall mean Cargo Link Air Freight Inc., its subsidiaries, related companies, agents and/or representatives;

(b) "Grantor" shall mean the person for which the Grantee 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 Grantor 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 Grantor, whether in paper or electronic form;

(d) "Ocean Transportation Intermediates" ("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, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise";

2. Grantee as agent. The Grantee acts as the "agent" of the Grantor 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 Grantor and other dealings with Government Agencies; as to all other services, Grantee acts as an independent contractor.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Grantee for a potential or actual loss, must be made in writing and received by the Grantee, within ninety (90) days of the event giving rise to claim; the failure to give the Grantee timely notice shall be a complete defense to any suit or action commenced by Grantor.

(b) All suits against Grantee must be filed and properly served on Grantee 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 Grantor, Grantee 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; advice by the Grantee 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 Grantee warrants or represents that such person or firm will render such services nor does Grantee 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 connections with any such claim, the Grantee shall reasonably cooperate with the Grantor, which shall be liable for any charges or costs incurred by the Grantor.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Grantor to the Grantor are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Grantee unless the Grantee 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 Grantee and the Grantor.

6. Reliance on Information Furnished.

(a) Grantor 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 Grantee of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Grantors 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 Grantee relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Grantor; Grantor shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Grantee harmless from any and all claims asserted and/or liability or losses suffered by reason of the Grantor's failure to disclose information or any incorrect or false statement by the Grantor upon which the Grantee reasonably relied. The Grantor agrees that the Grantor 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 Grantee will request excess valuation coverage only upon specific written instructions from the Grantor, 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 Grantor'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 Grantor in writing, Grantee is under no obligation to procure insurance on Grantor's behalf; in all cases, Grantor shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitations of Liability.

(a) Except as specifically set forth herein, Grantee makes no express or implied warranties in connection with its services;

(b) Subject to (c) below, Grantor agrees that in connection with any and all services performed by the Grantee, the Grantee shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Grantor, including loss or damage to Grantor's goods, and the Grantee shall in no event be liable for the acts of the third parties;

(c) In connection with all services performed by the Grantee, Grantor 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 payments therefor, which request must be confirmed in writing by the Grantee prior to rendering services for the covered transaction(s).

(d) In the absence of additional coverage under (b) above, the Grantee's liability shall be limited to the following:

(f) where the claim arises from activities other than those relating to customs brokerage, \$50,000 per shipment or transaction, or (i) where the claim arises from activities relating to "Customs business", \$50,000 per entry or the amount of brokerage fees paid to Grantee for the entry, whichever is less;

(e) In no event shall Grantee 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 Grantor in advance unless the Grantee agrees in writing to extend credit to Grantor; the granting of credit to a Grantor in connection with a particular transaction shall not be considered a waiver of this provision by the Grantee.

11. Indemnification/Hold Harmless. The Grantor agrees to indemnify, defend, and hold the Grantee harmless from any claims and/or liability arising from the importation or exportation of Grantor's merchandise and/or any conduct of the Grantor, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Grantee harmless against any and all liability, loss, damages, cost, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Grantee may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Grantee, it shall give notice in writing to the Grantor by mail at its address on file with the Grantee.

12. C.O.D. or Cash Collect Shipments. Grantee shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Delivery (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. Costs of Collection. In any dispute involving monies owed to Grantee, the Grantee 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 Grantee.

14. General Lien and Right to Sell Grantor's Property.

(a) Grantee shall have a general and continuing lien on any and all property of Grantor coming into Grantee's actual or constructive possession or control for monies owed to Grantee with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Grantee shall provide written notice to Grantor 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; Grantor shall notify all parties having an interest in its shipment(s) of Grantee's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Grantor 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 Grantee, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Grantee shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunding to Grantor.

15. No Duty to Maintain Records for Grantor. Grantor acknowledges that pursuant to Section 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is 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 Grantee shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Grantor.

16. Obtaining Binding Ruling, Filing Protest, etc. Unless requested by Grantor in writing and agreed to by Grantee in writing, Grantee 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 petitions(s) and/or protests, etc.

17. Preparation and Insurance of Bills of Lading. Where Grantee prepares and/or issues a bill of lading, Grantee 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 Grantor or its agent and Grantor agrees to pay for same, Grantee shall rely upon and use the cargo weight supplied by Grantor.

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

19. Compensation of Grantee. The compensation of the Grantee for all its services shall be included with and is in addition to the rates and charges of all carriers and all other agencies selected by the Grantee to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Grantee from carriers, insurers, and others in connections with the shipment. On ocean exports, upon request, the Grantee 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 Grantor for monies due the Grantee, upon recovery by the Grantee, the Grantor shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

20. Severability. In the event any Paragraph(s) and/or portions(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.

GRANTOR AND GRANTEE:

(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 GRANTEE, 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 JUDGMENT MAY BE INSTITUTED IN ANY JURISDICTION.