

# Power of Attorney and Designation As Export Forwarding Agent



Please complete pages 2 through 6 and return via email, mail or fax:

**Email to:** BONDSPOA.CAE@DHL.COM

**Mail to:** DHL Global Forwarding  
Attn: Power Of Attorney Dept.  
3245 Platt Springs Rd.  
West Columbia SC 29170

**Fax to:** 803.540.8516 – Attn: Power Of Attorney Dept.

Please call 803.540.8480 with any questions and view our website  
for additional information at [www.dhl-usa.com](http://www.dhl-usa.com).



CUSTOMS POWER OF ATTORNEY;
DESIGNATION AS EXPORT FORWARDING AGENT;
AND ACKNOWLEDGEMENT OF TERMS
AND CONDITIONS OF SERVICE

- Appropriate Box:
Individual
Partnership
Corporation
Sole Proprietorship
Limited Liability Company

IRS# (1) \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That, (2) \_\_\_\_\_
Full name of individual, partnership, corporation, sole proprietorship, or limited liability company.

Doing business as, (3) \_\_\_\_\_ under the laws of the State of (4) \_\_\_\_\_

residing or having a principal place of business at (5) \_\_\_\_\_, hereby constitutes and appoints each
of the following persons; Radix Group International, Inc. d/b/a DHL Global Forwarding and any of their affiliates and subsidiaries including
but not limited to Air Express International USA Inc. d/b/a DHL Global Forwarding, through any of its licensed officers and duly
empowered employees, and/or specifically authorized agents,

To act for and on its behalf as a true and lawful agent and attorney-in-fact of the grantor named above for and in the name, place, and stead of said grantor
from this date in the United States ("the territory"), and in no other name, 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 other documents required by law
or regulation in connection with the importation, transportation, or exportation 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 or authorized by law or regulation in connection with such merchandise; to receive any merchandise
deliverable to said grantor;

Sign, seal, and deliver for and as the act of said grantor any bond or carnet 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;

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;

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 Treasury of the United States; if the grantor is a nonresident of the United States, to accept service of process
on behalf of the grantor; to disclose, share, or release shipping, customs and other records relating to the account of grantor to affiliates or agents of
grantee to facilitate the conduct of grantor's import, export, Customs business and as otherwise authorized in these enumerated powers;

And generally to transact at the Customhouses in any district any and all Customs business, including making, signing, and filing of claims or protests
under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or
performed by an agent and attorney-in-fact;

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 of two (2) years from the date of
its execution);

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign, endorse and/or file export
documents (i.e., commercial invoices, bills of lading, shipper's export declaration, insurance certificates, drafts and any other documents) and submit
export data electronically through the Automated Export System as necessary for the completion of an export on grantor's behalf as may be required
under law and regulation in the territory. Grantor also authorizes the grantee to appoint forwarding agents on grantor's behalf in which case the terms and
conditions of the agent shall also apply but not prevail over the terms and conditions of DHL Global Forwarding;

Grantor acknowledges receipt of DHL Global Forwarding NCBFAA Terms and Conditions of Service and the Air Express Conditions of Contract
governing all transaction between the Parties. Signatory certifies that he/she has full authority to execute this power of attorney on behalf of the grantor.

IN WITNESS WHEREOF, the said (6) \_\_\_\_\_

has caused these presents to be sealed and signed: (Printed Name) (7) \_\_\_\_\_ (Signature) \_\_\_\_\_

(Capacity) (8) \_\_\_\_\_ (Date) (9) \_\_\_\_\_

WITNESS (Signature) (10) \_\_\_\_\_

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 charges
are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "Customs and Border Protection" which shall be
delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

**INDIVIDUAL, SOLE PROPRIETORSHIP OR PARTNERSHIP CERTIFICATION**

CITY (11) \_\_\_\_\_

COUNTY (12) \_\_\_\_\_ SS (13) \_\_\_\_\_

STATE (14) \_\_\_\_\_

On this (15) \_\_\_\_\_ day of (16) \_\_\_\_\_ 20\_\_\_\_, personally appeared before me (17) Boussad Ouaisssa  
\_\_\_\_\_ residing at (18) \_\_\_\_\_

Personally known or sufficiently identified to me, who certified that (19) \_\_\_\_\_

(is) (are) the individual(s) who executed the foregoing instrument and acknowledge it to be (20) \_\_\_\_\_

\_\_\_\_\_ free act and deed.

Signature (21) \_\_\_\_\_  
(Notary Public)

**CORPORATE CERTIFICATION (FOR U.S. FIRMS ONLY)**  
(To be made by an officer of other than the one who executes the power of attorney)

I, (22) \_\_\_\_\_, certify that I am the (23) \_\_\_\_\_  
of (24) \_\_\_\_\_, organized under the laws of the State of (25) \_\_\_\_\_

That (26) \_\_\_\_\_, who signed this power of attorney on behalf of the donor; is the  
(27) \_\_\_\_\_ of said corporation; and that said power of attorney was duly signed, sealed, and  
attested for and in 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 (28) \_\_\_\_\_ day of (29) \_\_\_\_\_, 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 County of  
Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of (30) \_\_\_\_\_

This (31) \_\_\_\_\_ day of (32) \_\_\_\_\_, 20\_\_\_\_.

**CERTIFICATION (FOR NON-RESIDENT ENTITIES ONLY)**  
**19 CFR 141.37 WRITTEN PROOF OF GRANTOR'S AUTHORITY**  
(To be completed by a person other than the one who signed the power of attorney)

I certify that I am the (33) \_\_\_\_\_ of (34) \_\_\_\_\_, and that this original  
Customs power of attorney executed by, (35) \_\_\_\_\_ on (36) \_\_\_\_\_, and in favor  
(Grantor's name) (Date)

of Radix Group International, Inc. d/b/a DHL Global Forwarding is valid. (37) \_\_\_\_\_ is known to me to be the  
(Grantor's name)  
(38) \_\_\_\_\_ of (39) \_\_\_\_\_, and to have been fully  
(Grantor's title) (Company name)

authorized to grant the subject Customs power of attorney under the laws, and according to the customs of (40) \_\_\_\_\_  
(Country of Company's Jurisdiction)

Signature (41) \_\_\_\_\_ Date (42) \_\_\_\_\_

Print Name (43) \_\_\_\_\_ Title of Certifier (44) \_\_\_\_\_



# NCBFAA Terms & Conditions of Service

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 Radix Group International, Inc. d/b/a DHL Global Forwarding, 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 principals, 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, 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. 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 and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

## 3. Limitation 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 claim 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; advice 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 actions(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 U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, 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 ensure 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, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all accurate 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 therefore; 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) 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).
- (c) 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 business, \$50.00 per shipment or transaction, or
  - (ii) where the claims 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;

(d) 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, or for the acts of third parties.

**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, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, 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, penalties, fines 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 such 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.** Company shall use reasonable care regarding written instructions relating to "Cash/Collect on 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 not have liability if the bank or consignee refuses to pay for the shipment.

**13. Costs 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 fifteen (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 the 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 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 Company 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 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 a bill 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 Modification 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. Force Majeure.** Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

**21. 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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**22. 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 Florida without giving consideration to principles of conflict of law. Customer and Company

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Florida;

(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 judgment may be instituted in any jurisdiction.

©Approved by the National Customs Brokers and Forwarders Association of America, Inc. (Revised 02/13)



NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION OR THE MONTREAL CONVENTION MAY BE APPLICABLE AND MAY LIMIT THE LIABILITY OF CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. FOR CARRIAGE TO WHICH THE MONTREAL CONVENTION DOES NOT APPLY, CARRIER'S LIABILITY LIMITATION FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE 19 SDR PER KILOGRAMME, UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

IN CARRIAGE TO WHICH NEITHER THE WARSAW CONVENTION NOR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOREGOING LIMITATIONS, THE SHIPPER EXPRESSLY AGREES HEREIN THAT THE CARRIER'S LIABILITY SHALL NOT EXCEED 19 SPECIAL DRAWING RIGHTS OR THE EQUIVALENT PER KILOGRAMME (OR OTHER LIMITATIONS AS MAY BE SET FORTH HEREIN, WHICHEVER IS LOWEST) IN RESPECTIVE OF LOSS OR DAMAGE TO CARGO INCLUDING DAMAGE OCCASIONED BY DELAY UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY AT DESTINATION IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

CONDITIONS OF CONTRACT

1. In this contract and Notices appearing hereon "Carrier" includes the air carrier or forwarder issuing this air waybill and all carriers that carry or undertake to carry the goods or perform any other services related to such carriage. Carriage to be performed hereunder by successive Carriers is regarded as a single operation. "Air Waybill" is equivalent to "air consignment note". "Carriage" is equivalent to "transportation" and refers to the entire transportation, loading, unloading, storing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the goods covered by this Air Waybill as well as any portion of the aforementioned. "Special Drawing Right" is a Special Drawing Right as defined by the International Monetary Fund. "Conditions" shall mean all the terms and conditions of contract as stated herein. The "Convention" means whichever of the following instruments is applicable to the contract of carriage; the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999 ("Montreal Convention"); the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention"); that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2 or 4 (1975) as the case may be. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Air Waybill, owner of the goods or other person entitled to the possession of the goods and servants and agents of any of these, including without limitation any freight forwarder other than Carrier, consolidator, customs broker or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Air Waybill, and subject to all Conditions herein.
2. The issuer of this Air Waybill is not a common carrier and only deals with goods subject to these conditions.
3. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been declared in good condition and in accordance with the contract of carriage.
4. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention unless such Carriage is not "international carriage" as defined by the Convention.  
 (b) To the extent not in conflict with the foregoing, Carriage hereunder and other services performed by each Carrier are subject to:  
 (i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;  
 (ii) provisions herein set forth; and  
 (iii) applicable standard trading terms and conditions, tariffs, rules, regulations and timetables (but not the times of departure and arrival therein) of such Carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.  
 (c) If any legislation, statute, law, treaty, or other rule ("law") is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to any such law, and nothing repugnant to or inconsistent with any such law, such law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein.
5. The agreed stopping places (which may be altered by the Carrier in case of necessity) are those places (except the place of departure and the place of destination) set forth on the face hereof or shown in Carrier's timetable as scheduled stopping places for the route.
6. If the sum entered on the face of the Air Waybill as "Declared value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the Shipper has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage, or regulations, this shall constitute a special declaration of value or interest in delivery at destination and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered. EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.
7. Except as the Convention or other applicable law may otherwise require, the Carrier is not liable for any loss, damage, or delay, directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements, or from act of God, -e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, - e.g. war, plane crash or embargo, Vis Major or, any other cause or event which the Carrier is unable to control or avoid and the consequences whereof the Carrier is unable to prevent by the exercise of reasonable diligence.
8. In cases of loss of, damage or delay of the consignment, the weight to be taken into account in determining Carrier's limits of liability shall be only the weight of the package or packages concerned. Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss damage or delay) to determine the transportation charge for the shipment.
9. Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person whose aircraft is used by Carrier for Carriage and its agents, servants, subcontractors, and representatives. Such persons include, without limitations, sub-carriers, connecting carriers, couriers, warehousemen, terminal operators, baggage handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, any independent contractor directly or indirectly employed by Carrier in performance of the Carriage and/or attendant services, and anyone assisting in the performance of the Carriage. Any such limitation of liability shall be a single, aggregate limitation, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. For purposes of contracting for the benefits of this provision and no further, Carrier acts herein as agent for all such persons benefiting from this provision. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by the Carrier.
10. Whilst the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch no time for completion is fixed and the Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. The Carrier is further authorised by the Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
11. The goods or packages said to contain the goods described on the face hereof are accepted for Carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted for forwarding to the airport of departure and for on forwarding beyond the airport of destination. If such forwarding or on forwarding is by carriage operated or arranged by the Carrier issuing this Air Waybill such carriage shall be upon the same terms as to liability as are herein contained. The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to effect such forwarding or on forwarding including but without limitation selection of the means of forwarding or on forwarding and the routes thereof (unless these have been herein specified by the Shipper), execution and acceptance of documents of Carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value in this Air Waybill.
12. Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods, and the Shipper owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of goods except against repayment by the Shipper.
13. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
14. (a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.  
 (b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges.
15. (a) The person entitled to delivery must make a complaint in writing to the Carrier issuing this Air Waybill:  
 (i) in the case of visible damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from receipt of the goods;  
 (ii) in the case of other damage to the goods within 14 days from the receipt of the goods;  
 (iii) in the case of delay within 21 days of the date the goods are placed at his disposal, and  
 (iv) in case of loss (including non-delivery) of the goods within 120 days from the date of issue of the Air Waybill.  
 (b) For the purpose of sub-paragraph (a) above complaint in writing shall be made to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination.  
 (c) Any rights to damages against the Carrier shall, in any event, be extinguished unless an action is brought within two years from the date of arrival at the destination or from the date on which the goods ought to have arrived or from the date on which the transportation stopped.  
 (d) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, THE SHIPPER EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FOR ANY AND ALL LIABILITY OR CLAIMS, REGARDLESS OF HOW AND BY WHOM MADE, AGAINST THE CARRIER FOR ANY AMOUNT IN EXCESS OF THE LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER.
16. (a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried or which may be issued by any intergovernmental agency including those relating to:  
 (i) the packing, carriage, sealing, identification or delivery of the goods or,  
 (ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper.  
 (b) The Shipper shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws, rules and regulations. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.  
 (c) The Shipper warrants that:  
 (i) he is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods.  
 (ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate and do not contain any irregularities;  
 (iii) all goods have been properly and sufficiently prepared, packed or stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;  
 (iv) The goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aeroplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and  
 (v) The goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereaux Routier Regulations from time to time in force (collectively "the Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent thereto. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Regulations.  
 (d) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY  
 (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS OR (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS.
17. No agent, servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract.
18. On request and if the appropriate premium is paid and the fact recorded on the face hereof the goods covered by this Air Waybill are insured whilst in the ordinary course of transit under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and cover (from which certain risks are excluded) of the open policy which are available for inspection at an office of the Carrier issuing this Air Waybill and which are specified on the Certificates of Insurance issued by the Carrier. For cargo held or to be held in Carrier's or Customs Terminal cover may be extended upon prior request to apply before commencement of transit and/or beyond duration of transit subject to payment of an appropriate additional premium. Claims under any insurance effected under this paragraph must be reported immediately to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination or to the insurer.
19. The Shipper expressly agrees that the Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Shipper, for all sums due including interest under this contract or any other contract or undertaking to which the Shipper was party or otherwise involved, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper's expense and without any liability towards the Shipper.
20. Insofar as any provision of these Conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. Similarly, if any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.



# INSTRUCTIONS FOR COMPLETING POWER OF ATTORNEY

## GENERAL INSTRUCTIONS

- (1) Company's IRS or Customs Assigned Number.
- (2) **Corporations / LLC** – List full name as it appears on corporate records. **Individual / sole proprietorship** – List full name. **Partnership** – List full name of all partners. (You may attach addendum). If a limited partnership, the firm name and names of all general partners. (You may attach addendum).
- (3) Name under which business is conducted if different from (2) above.
- (4) **Corporation / LLC** – List State in which the company is chartered, incorporated or otherwise established. **Individuals/sole proprietorships or partnerships** – Not applicable.
- (5) List the street number, street name, city/town, county/state/province, country and postal code. **Corporation / LLC** – Complete corporate headquarter's address. **Individuals/sole proprietorships or partnerships** - Residential address of person signing on line (7).
- (6) Name which appears on Line (2).
- (7) **Corporation / LLC** – Signature of duly authorized corporate officer; also type name next to signature. **Individual / sole proprietorship** – Signature of individual; also type name next to signature. **Partnership** – Signature of one general partner; also type name next to signature.
- (8) **Corporation / LLC** – Capacity of corporate officer (i.e. President, Vice President, Treasurer or Secretary). **Individual / sole proprietorship, general partner** - Capacity of signor (i.e. individual, sole proprietor, general partner).
- (9) Date signed.
- (10) Signature of witness.

Proceed to specified section based on type of company;

## INDIVIDUAL / SOLE PROPRIETORSHIP OR PARTNERSHIP:

This section provides the certification of the signature of the individual granting authority on line (7). It is to be completed by a person authorized by local government to attest to the authenticity of signatures.

- (11) City
- (12) County
- (13) Social Security
- (14) State
- (15) Date
- (16) Month and Year
- (17) Authorized individual attesting signature
- (18) Address of authorized individual
- (19) Name of individual on line (7)
- (20) Statement regarding grantor's authorization (i.e. willingly)
- (21) Signature of authorized individual attesting signature (ie: Notary Public)

## U.S. CORPORATION and LIMITED LIABILITY COMPANY (LLC):

This section provides the certification by an officer of the corporation or/LLC other than the officer who executed the power of attorney.

- (22) Name of an officer of the company providing certification
- (23) Capacity person on line (22) (i.e. President, Vice President, Treasurer or Secretary); LLC will accept empowered Manager
- (24) Name as it appears on line (2)
- (25) The State of incorporation as listed on line (4)
- (26) Person on line (7)
- (27) Capacity as reported on line (8)
- (28) Day of meeting
- (29) Month and year of meeting
- (30) City
- (31) Day
- (32) Month & Year

## NONRESIDENT CORPORATION:

This section provides the certification by a company official other than the one who executed the power of attorney. This section is required for all nonresident corporations. This section provided written proof of grantor's authority.

- (33) Name of a company official providing proof of grantor's authority
- (34) Name which appears on Line (2)
- (35) Name of person who signed on Line (7)
- (36) Date on line (9)
- (37) Name of person who signed on Line (7)
- (38) Capacity as reported on line (8)
- (39) Name as it appears on line (2)
- (40) Country of Company's Jurisdiction
- (41) Signature of person on line (33)
- (42) Date signed
- (43) Print name of person on line (33)
- (44) Title of person on line (35)