



Import Customs Brokerage Document Package©

The attached documents will permit Mainfreight, Inc. to arrange for customs clearance activities on your behalf, as well as permitting us to transmit export declarations (AES) for your exporting needs.

The fillable PDF forms are easy to complete. Just return to us via your Salesperson, Key Account Mgr, Customer Service representative, or Mainfreight CHB team. Or, you can scan and send to us at [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com).

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Mainfreight is CTPAT Certified. Are you?



**U.S. Customs & Border Protection Power of Attorney**  
 -- Designation of Forwarding Agent --  
 Acknowledgement of Terms & Conditions of Service

Main Office: 1400 Glenn Curtiss St, Carson CA 90746 USA. Phone: 1-310-900-1974 Email: [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com)

(a) I.R.S. / E.I.N. Number: <i>(format: nn-nnnnnnnn)</i>		<b>(b) Business Type: (Check Appropriate Box)</b>
Customs Assigned Importer Number: (Non- Resident Corporations Only) <i>(format: yppppp-nnnnn)</i> <small>If you have exported to the USA before, please provide this number to us, as it is required to act on your behalf.</small>		<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership/LP/LLP
Social Security Number: <i>(format: nnn-nn-nnnn) – USA Individuals only</i>		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual
		<input type="checkbox"/> State Government <input type="checkbox"/> Foreign Government
<b>(4a) Physical Address Type – required by US Customs for new importers:</b> <input type="checkbox"/> Corporate Office <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Retail Location <input type="checkbox"/> Other <input type="checkbox"/> Residence		
Street Address: _____ City, State, Zip/Postal Code/Country _____		
<b>(4b) Mailing Address Type – required by US Customs for new importers:</b> <input type="checkbox"/> Corporate Office <input type="checkbox"/> Office Building <input type="checkbox"/> Warehouse <input type="checkbox"/> Business Service Center <input type="checkbox"/> Post Office Box <input type="checkbox"/> Retail Location <input type="checkbox"/> Other <input type="checkbox"/> Residence		
Mailing Address: _____ City, State, Zip/Postal Code/Country: _____		

**KNOW ALL PERSONS BY THESE PRESENTS that, (1)** \_\_\_\_\_  
 doing business/trading as **(DBA) (2)** \_\_\_\_\_ under the laws of the State or Country & Province of (3) \_\_\_\_\_ residing  
 or having a principal place of business at **(Physical Address) (4a)** \_\_\_\_\_

hereby designates and appoints **Mainfreight, Inc.**, its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day at the appropriate Center and in all Customs Ports and in no other name, whether as customs broker, forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means - to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, security filing, certificate, bill of lading, shipper's export declaration, automated export system ("AES") record, manifest, carnet or any other document required by law, regulation or commercial practice in connection with the transportation, importation, exportation and bailment of any merchandise shipped or consigned by or to Grantor; to perform any act or condition, which may be required by law or regulation in connection with such merchandise; to receive such merchandise and inspect and screen such merchandise at discretion or as may be required by law, regulation, and/or commercial practice; to make endorsement on bills of lading conferring authority to transfer title, make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, 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 or 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 said region or in any other customs region. To sign, seal and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise; to 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 Grantor; to share and release records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to the business of the grantor, with any subsidiaries, divisions and/or specifically authorized agents of Mainfreight, Inc. To issue Powers of Attorney on behalf of Grantor to third party customs brokers, forwarding agents and/or freight forwarders to transact customs and/or freight forwarding business on behalf of the Grantor; to receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States; to accept service of process on behalf of Grantor if the Grantor is a non-resident of the United States; generally to transact at the customhouses in any port any and all customs business, including making, signing, and filing of 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, 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; the foregoing Power of Attorney to remain in full force and effect until the date of revocation in writing is duly given to and received by the appropriate Center or Port Director of Customs. If the donor of the Power of Attorney is a partnership, the said Power shall in no case have any force or effect after the expiration of 2 years from the date of its execution. In the execution of this document, it is expressly understood that payment to the grantee, if a broker, does not relieve the Grantor 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 payment is by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker; If the Grantor is a Principal Party in Interest ("PPI") in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export license or other official authorization. If Grantor is a Corporation, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If Grantor is a Limited Liability Company, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If the Grantor is a General partnership, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document. If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument.

In the execution of this document, it is expressly understood that grantee limits its liability to the extent provided for under law and in accordance with the Mainfreight, Inc.'s Terms and Conditions of Service in effect on the date of service, which include limitations of liability, which are available upon request and found at URL [Mainfreight Terms & Conditions of Service](#) and are incorporated herein by this reference as though fully set forth herein.

IN WITNESS WHEREOF, the said (5) \_\_\_\_\_

(Print the full legal name of either [a] the Corporation or LLC, [b] Individual, or [c] Partnership name and Partner's name(s), or [d] Limited Partnership's name and General Partner's names, or [e] Limited Liability Partnership's name, or [f] Sole Proprietorship's name and dba – if any) All LP and LLP's must attach your full partnership agreement per 19CFR 141.39(a)(2)

has caused these presents to be sealed and signed (Signature)(6): \_\_\_\_\_

Printed Name (7): \_\_\_\_\_ Title (8): \_\_\_\_\_ Date (9): \_\_\_\_/\_\_\_\_/20\_\_\_\_

## The Customs Power of Attorney / Designation of Forwarding Agent – Completion Guidelines:

Thank you for choosing our Customs Brokerage/freight forwarding services. This form consists of four pages – page one is the Power of Attorney itself; page 2 consists of the instructions to complete this form, page 3 is a Non-Resident Corporate Certification required for those companies not located in the USA, and page 4 shows who may sign a power of attorney depending on your type of corporate structure. When the Power of Attorney has been completed, please return all completed pages to us. You may forward it to us via your Mainfreight, Inc. Sales, Key Account Manager, Customer Service Representative, or by scanning/emailing it to us at [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com).

**A properly completed Customs Power of Attorney / Designation of Forwarding Agent is required before we can prepare a Customs entry, submit an Importer Security Filing, sign a carnet, or legally file an EEI/AES export declaration on your behalf.**

**This is a legal document - please complete carefully as follows:**

### Page 1 of the POA:

- (a) Enter your IRS number (EIN – TIN# or SSN – or Social Security# as applicable). If you are not located in the USA, you will normally be importing under a Customs- assigned importer number. If you have exported to the USA before using a Customs-Assigned-Imported-Number, please let us know that number, as U.S. Customs mandates that we use the one previously assigned to your firm. However, if you do not have, or know, your Customs-Assigned-Importer-Number, you may leave this field blank.
- (b) Check the appropriate business type (Corporation, LLC, LLP, Partnership/LP, Individual, Sole Proprietor, Foreign Government, etc).

(1). **“KNOW ALL PERSONS BY THESE PRESENTS: That”** - Here you enter the full name of the corporation, LLC, individual, partnership, or sole proprietorship. A partnership must include the full names of all partners. You can refer to an attachment listing the names of the partners and return with the Power of Attorney. Unless you are importing as an individual or sole proprietorship, do “not” enter your own name here.

(2). If you operate as a DBA, enter it in the “doing business/trading as” field. Complete this only if you trade under a different name.

(3): **“Under the laws of the State or Country & Province of”** - Enter the State or Country & Province where your head office is located or – more likely- are otherwise incorporated.

(4a) or (4b): **Physical/Mailing addresses** - Enter the address type and physical/ mailing addresses used for your business. The address type is required for new importers specifically, and is required if you have moved or changed your physical/ mailing addresses otherwise.

(5): **In Witness Whereof, the Said:** Type or print the name of the corporation, LLC, individual, partnership/LP/LLP, or Sole Proprietorship. Unless you are importing under your social security number, your name does **not** belong here.

(6): **Signing the POA:** [a] Corporation: Must be a corporate officer specifically empowered under your Articles of Incorporation to grant a POA or sign legal documents on behalf of the corporation. If you are not a corporate officer, a Confirmation of Authority must accompany the POA [19 CFR 141.37]. Contact us for this form if needed. [b] LLC: Must be a Managing Member or other Manager authorized under the terms of the Operating Agreement for the LLC. We may ask for a copy of the Operating Agreement with the names and/or titles of those authorized to do so. [c] Partnership: Any partner authorized to execute the POA. POA's for Limited Partnerships or LLPs must be accompanied by a copy of the partnership agreement per [19 CFR 141.39(a)(2)]. [d] Individual or Sole Proprietorship: The person named in (5) above.

(7): On the line below your signature, place your Printed Name here.

(8): Please place your title here. You must be legally authorized to obligate your Corp/LLC/LLP/LP, or Partnership.

(9): Enter the date in which you signed the POA.

(10): Name of person we can contact for Customs Compliance matters: \_\_\_\_\_  
(if different from the person listed on page 1. If we should contact the same person, so state)

(11): Telephone# & Email Address of Customs Compliance Contact: \_\_\_\_\_

**Page 4 of the POA package:** – this is the Non-Resident Corporate Certification form, which must be completed and signed by a Corporate Officer/ Signatory other than the person who signed page 1. This is required for all firms physically located outside of the United States of America.

**Please contact us with any questions you may have. Thank you for your business—it is appreciated! *Importing isn't Easy- we just make it easier!*(c)**

(To be placed on your company's letterhead, then completed and signed by an officer/signatory **other than** the one who executes the power of attorney)

**(this page is required only if your company is not physically located or registered/incorporated in the USA)**

**NON-RESIDENT CORPORATE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, organized under the laws of the Country of \_\_\_\_\_, and that \_\_\_\_\_, who signed this power of attorney on behalf of the donor, is the \_\_\_\_\_ of said corporation; and that said power of attorney was duly signed, 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, 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 Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_  
Signature:



**US Customs Power of Attorney - Designation of Forwarding Agent - Do you know if you can sign legal documents for your company? See guidelines below based on your type of business entity:**

Business Entity / POA Length of Validity	List the following on the first line of the POA, as well as in the WITNESS WHEREOF line near the bottom of the form	Who may sign the POA? Acceptable Titles For Each Type of Business Entity as per Below: Print Title as indicated on the POA (last line on form)	Additional Forms Required
<b>CORPORATION</b> POA is valid until revoked	<p>The legal name of the corporation, including the DBA, if the corporation is doing business as (DBA) another name.</p> <p><b>Subsidiary:</b> Defined - A wholly-owned subsidiary corporation is considered a stand-alone legal entity. As such, a corporate officer of the subsidiary company must sign the POA. For example - AAA Inc. Inc. is a wholly owned subsidiary of Partial Threads, Inc. A corporate officer of AAA Inc. must sign the POA. The POA is only binding on AAA Inc., not on Partial Threads, Inc.</p> <p><b>Division:</b> Defined - A division of a corporation is not a stand-alone legal entity. As such, it is more like a "department" of the corporation and has no legal standing of its own. That means a corporate officer of the parent corporation must sign the POA. For example - BBB Foods is a division of Partial Threads, Inc. A corporate officer of Partial Threads, Inc must sign the POA. The POA is legally binding for all of Partial Threads, however. In practice, operationally Partial Threads Inc may wish to restrict clearance to that particular division. In this instance, the POA should only be approved for the two-digit suffix of the IRS# for the individual business as is authorized by the POA from Partial Threads, Inc.</p>	<p>President Vice President - authorized to bind the company I.E. - V.P. Finance, V.P. Customs, V.P. Logistics Secretary - Secretary Treasurer - Assistant Secretary Treasurer CEO Chief Executive Officer CIO Chief Information Officer COO Chief Operation Officer CFO Chief Financial Officer CAO Chief Administrative Officer Chairman (person) or Chairman (person) of the Board General Counsel Controller All other titles should be elevated to the Director of Customs or a licensed broker for review</p>	<p>A "Confirmation of Authority" form is required if someone other than a Corporate Officer signs the POA. A Corporate Officer must sign the Confirmation of Authority giving said power to the person signing the POA. We may request this "Confirmation of Authority" if the person who signed the Power of Attorney has a title that is different from one listed in the "Acceptable Titles" column to the left.</p>
<b>LLC</b> POA is valid until revoked	The legal name of the LLC as registered with the State and the DBA name is the LLC is doing business as (DBA) another name.	<p>Managing Member Manager Director President Member Officer All other titles should be elevated to the Director of Customs, or a licensed broker, for review.</p>	We may request the page(s) of the LLC Operating Agreement that specifies the names and titles of the members of the LLC, and those who are empowered under the Operating Agreement to legally bind the LLC.
<b>PARTNERSHIP (US-Based)</b> POA is valid for 2 years from date of execution	All the names of the partners in the partnership (if all names don't fit on the POA itself, please fill out Attachment Form listing all partners)	<p>Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Attachment Form listing all partners if there is not enough room to list on the POA itself
<b>USA LIMITED PARTNERSHIP (LP)</b> POA is valid for 2 years from date of execution	All the names of the <i>general</i> partners in the LP (if all names don't fit on the POA itself, please fill out Attachment Form listing all <i>general</i> partners of the LP)	<p>General Partner All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Attachment listing all general partners if there is not enough room to list on the POA; also per 19 CFR 141.39(a)(2) a copy of the partnership agreement must accompany the POA
<b>USA LIMITED LIABILITY PARTNERSHIP (LLP)</b> POA is valid for 2 years from date of execution	The legal name of the LLP The Owner's name followed by the DBA name if the company is legally doing business as (DBA) another company name Your full name The legal name of the company/Individuals name	<p>General Partner or Corporate Officer (refer to Corporation for acceptable titles) All other titles should be elevated to the Director of Customs, or licensed broker, for review. <input type="checkbox"/></p>	The part of the Operating Agreement that spells out the individuals who may legally bind the LLP. Per 19 CFR 141.39(a)(2) a copy of the partnership agreement must accompany the POA. We must ask for authority that shows the person signing the POA is authorized to do so by the articles of the partnership, especially for partnerships between corporations.
<b>SOLE PROPRIETORSHIP</b> POA is valid until revoked	The owner's name, followed by the DBA name if the company is legally doing business as (DBA) another company name.	Owner, Sole Proprietor, or Individual	1 document from A & 1 from B; if A is not available, then all 3 from B are required. A - Federal government-issued picture-ID (passport, residence card) B - Social Security card, SS4 Notification of Importer Number, Driver's License, current utility bill.
<b>INDIVIDUAL</b> POA is valid until revoked	Your full name	Self or Individual	1 document from A & 1 from B; if A is not available, then all 3 from B are required. A - Federal government-issued picture-ID (passport, residence card) B - Social Security card, Driver's License, current utility bill.
<b>FOREIGN POA'S OF ANY BUSINESS ENTITY or INDIVIDUAL</b> POA is valid until revoked	The legal name of the Company's/Individual's name	<p>General Manager or Managing Director - no NRCC needed. Other titles below require NRCC. Assistant Manager - Officer - Manager Director Deputy Director All titles from the corporate (INC) list All other titles should be elevated to the Director of Customs, or licensed broker, for review</p>	Non-resident certification is required from corporations except when signed by Gen. Mgr or Managing Director; not required for non-resident individuals. The certification may not be signed by the same person that signed the POA. Proof of the corporate entity or other tangible proof (e.g. corporate website - does one exist? Stock ticker I.D. information, or similar proof of existence is required).

Copy and paste onto your partnership's letterhead.

**PARTNERSHIP OR LIMITED PARTNERSHIP ATTACHMENT FORM**

Name of Partnership or Limited Partnership \_\_\_\_\_

List Names of Partners (if Partnership), or General Partners (if Limited Partnership):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



## Broker Known Importer Program- CBP Compliance Questionnaire

As your customs broker of choice, we have a fiduciary responsibility to represent you before US Customs and Border Protection (and other government agencies) regarding the goods you import. A new initiative by US Customs requires that we certify that you either have – or don't have- a strong internal compliance program. We are thus obligated to know more about your business so that we can represent you the best way possible when entering goods on your behalf.

We will review this document with you as part of our "reasonable care" process. The result of this process will allow US Customs & Border Protection to more accurately determine which shipments will be subject to examination, and for them to know that we, your broker, have reviewed your business practices so that we can claim, correctly, that we more fully understand your business. We want to proudly certify that you are a known importer with a verifiable compliance program– hence this questionnaire.

**Your Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Title: \_\_\_\_\_

Please retain a copy of this signed and dated document for your records. This is an important compliance document that will be used by Mainfreight Inc.'s import brokerage professionals to ensure all importations comply with US Customs & Border Protection and any other applicable import regulations and requirements.

Once completed, please return to your local Mainfreight Inc. brokerage office, or you can scan it and send it to us at [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com).

A Mainfreight Inc. Licensed Customs Broker will then contact you to review the document in full and ask any clarifying questions.



### 1. Do you have a Continuous Bond?

Yes

No

If not, how many shipments to you expect to import in the coming year? \_\_\_\_\_

### 2. Right to Make Entry:

Under federal law, only the importer of record has the right to make entry of imported goods. The importer of record is the owner or purchaser of the imported goods and includes any party with a financial interest in a transaction such as:

The actual owner of the goods

- The actual purchaser of the goods
- A buying or selling agent
- A person or firm who imports on consignment
- A person or firm who imports under loan or lease
- A person or firm who imports for exhibition at a trade fair
- A person or firm who imports goods for repair or alteration or further fabrication, etc.

Based on the above definition, do you have right to make entry on the goods you plan to import?

Yes

No

### 3. Classification

Classification is the process of assigning a 10 digit number from the Harmonized Tariff Schedule of the United States to a product. Every item that arrives in the U.S. from a foreign country must be classified. The classification of an item determines its duty rate and whether it requires clearance by any other government agency.

If you are not familiar with the classification process, see here to get an idea of what is involved:

<http://hts.usitc.gov/>

Please indicate how you will handle the classification of your products:

I will provide all necessary classifications

My broker will classify my products based on information I provide.

If you will be providing classifications, please indicate if you have a spreadsheet or other database listing all of your product numbers with their corresponding classification:

Yes

No





## 4. Valuation

### Additions to transaction value:

The entered value of imported merchandise must include the following items:

- Packing costs
- Selling commissions
- Assists which consist of is any of the following items if supplied directly or indirectly, and free of charge or at reduced cost by the buyer of the imported merchandise for use in connection with the production or the sale for export to the United States of the merchandise:
  - Materials, components, parts and similar items incorporated in the imported merchandise.
  - Tools, dies, molds, and similar items used in the production of the imported merchandise.
  - Merchandise consumed in the production of the merchandise.
  - Engineering, development, artwork, design work and plans and sketches, that are undertaken elsewhere than in the United States, and are necessary for the production of the imported merchandise.
- Any royalty or license fee related to the imported merchandise that the buyer is required to pay, directly or indirectly, as a condition of the sale of the imported merchandise for exportation to the United States
- The proceeds of any subsequent resale, disposal, or use of the imported merchandise that accrue, directly or indirectly, to the seller.

#### 4a. Please indicate if any of the above items apply to the goods you will be importing:

Yes

No

#### 4b. If yes, please indicate if the price shown on the commercial invoice includes the cost of these items:

Yes

No

## 5. Deductions from transaction value:

If the price shown on the commercial invoice includes charges for transportation, insurance or other related services incident to the international shipment of your merchandise from the country of exportation, these charges may be deducted from the value of the merchandise if:

You know the actual amount of these charges. Estimated charges cannot be deducted.

- You provide us with a document that shows the actual charges. Acceptable documents include:
  - An invoice or written contract separately listing freight/insurance costs
  - A freight/insurance invoice
  - Through bill of lading which shows the charges
  - Proof of payment of the freight/insurance charges



Please indicate if there will be deductions from the transaction value:

- Yes
- No

## 6. Related Party Transactions

CBP requires that an indication be made as to whether you as the importer are related to any of your overseas suppliers. CBP defines related parties as any one of the following situations:

- Members of the same family, including brothers and sisters (whether by whole or half- blood), spouse, ancestors, and lineal descendants.
- Any officer or director of related organizations, as well as those organizations themselves.
- An officer or director of an organization and an officer or director of another organization, if each individual also is an officer or director in the other organization.
- Partners
- Employer and employee
- Any person directly or indirectly owning, controlling, or holding with power to vote, 5 percent or more of the outstanding voting stock or shares of a related organization and the organization itself.
- Two or more persons directly or indirectly controlling, controlled by or under common control with, any other person.

Please indicate if you are related to any of your suppliers:

- Related (Please send a list of all suppliers you are related to)
- Not Related

## 7. Buying Commissions

Please indicate if you have any Buying Agency Agreements involved in your importation.

- No Buying Agency Agreement
- Buying Agency Agreement (Please supply our office with a copy of this agreement)

## 8. Anti-Dumping and Countervailing Duties

Are any of the goods you import subject to anti-dumping or countervailing duties?

- Yes
- No

If so, please provide the countries of origin, names of the foreign manufacturers and case numbers you believe are applicable:

## 9. Free Trade Agreements

9a. Are any of the goods you import eligible for reduced or free duty under any of the various Free Trade Agreements?

- Yes (if yes, please provide the certifications needed to claim duty preferential treatment)
- No



**9b. If yes, please indicate which Free Trade Agreements apply to your merchandise:**

- United States-Australia Free Trade Agreement
- Automotive Products Trade Act
- United States-Bahrain Free Trade Agreement Implementation Act
- Agreement on Trade in Civil Aircraft
- USMCA - US/Canada/Mexico Free Trade Agreement
- United States-Chile Free Trade Agreement
- African Growth and Opportunity Act
- Caribbean Basin Economic Recovery Act
- United States-Israel Free Trade Area
- United States-Jordan Free Trade Area Implementation Act
- Agreement on Trade in Pharmaceutical Products
- Dominican Republic-Central America-United States Free Trade Agreement Implementation Act
- Uruguay Round Concessions on Intermediate Chemicals for Dyes
- United States-Caribbean Basin Trade Partnership Act
- United States-Morocco Free Trade Agreement Implementation Act
- United States-Singapore Free Trade Agreement
- United States-Oman Free Trade Agreement Implementation Act
- United States-Peru Trade Promotion Agreement Implementation Act
- United States-Korea Free Trade Agreement Implementation Act
- United States-Colombia Trade Promotion Agreement Implementation Act
- United States-Panama Trade Promotion Agreement Implementation Act

**10. Drawback**

Do you claim duty drawback on any goods exported from the U.S.?

- Yes
- No

**11. Binding Rulings**

Please advise if you have obtained any binding rulings from CBP and provide copies.

- Yes
- No

**12. Trademark and/or Copyright Certifications**

**12a. Please indicate whether any of the items you import contain trademarks or copyrights.**

- Yes
- No

**12b. If the answer is "yes," are you the owner of the mark?**

- Yes
- No



**12c. If you are not the owner of the mark, do you have a trademark/copyright authorization letter from the actual owner?**

- Yes
- No

Please forward an updated listing of the trademarks/copyrights and related authorization letters (if applicable) that appear on your imported products. We would like to ask that you provide any updated letters as they come available; this will prevent any unnecessary delays or costs should CBP require copies of same when examining shipment documentation or when conducting an intensive exam.

### 13. Country of Origin Marking

Every article of foreign origin entering the United States must be legibly and conspicuously marked with the English name of the country of origin unless an exception from marking is provided for in the law. Are your imported goods properly marked?

- Yes
- No

### 14. Other Government Agencies

**14a. Please indicate if your goods are subject to regulation by any of the following other government agencies:**

- FDA
  - Cosmetics
  - Drugs
  - Radiation-emitting devices
  - Food – food-related items
- USDA
- Fish & Wildlife
- EPA
- DOT
- Steel License
- ATF
- TSCA
- Other (please identify): \_\_\_\_\_

**14b: Who is the person we can contact at your company to request the information we will need in order to clear your goods thru the other government agencies listed above?**

Name: \_\_\_\_\_ Email/Phone: \_\_\_\_\_

### 15. CTPAT

CTPAT is the “Customs and Trade Partnership Against Terrorism” program. Participants are required to take steps to secure their supply chain and in return are provided various benefits by CBP. For more information on CTPAT, please see here:

<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>



**15a. Please indicate your CTPAT status:**

CTPAT Certified

CTPAT Account Number: \_\_\_\_\_

Not CTPAT Certified

**16. Reconciliation**

Reconciliation is a CBP program which allows an importer to file entries with the best available information at the time with the understanding that certain data may change.

For more information on reconciliation, go to this website:

<https://www.cbp.gov/trade/programs-administration/entry-summary/reconciliation>

Please indicate if you are a reconciliation participant:

Yes

No

We can file your reconciliation entry on your behalf, if you desire. Just let your Mainfreight CHB contact know – we'll take it from there.

**17. Duty Payments**

Duty must be paid to CBP 10 days after your shipment is released. Mainfreight will add a disbursement fee should we outlay these funds on your behalf. Please indicate the method you use to pay your duty:

Importer's ACH Payer Unit Number: \_\_\_\_\_ (this is our default method)

Broker's ACH – disbursement fee or COD applies for duty payments made on your behalf.

Periodic Monthly Statement - requires you to have an Importer's ACH account set up first.

Note that if you do not have your own ACH duty payment account set up with US Customs, we will be pleased to provide the necessary documentation to apply for this direct duty payment program. Payment of duty via the Importer's ACH account is our default method for the duty payment process, and we encourage your participation. The application for the ACH process is part of this document package - see page 15 for details.

**18. Import History**

**18a. Has the company had merchandise seized or been subject to any penalties or demands for liquidated damages in the last five years?**

Yes

No

**18b. Other than post-entry corrections, has the company made any voluntary tenders or prior disclosures to CBP in the last five years?**

Yes

No

**18c. Has the company received any Requests for Information (CF 28) or Notices of Action (CF 29) from CBP in the last two years?**

Yes

No



**18d. Has the company been the subject of a Focused Assessment or other CBP initiated review/audit in the last five years?**

- Yes
- No

**18e. Is the company a participant in any trusted trader program such as Importer Self Assessment?**

- Yes
- No



Reviewed by Mainfreight, Inc. Licensed Broker: \_\_\_\_\_  
(Signature of Licensed Broker here)

Date: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

Branch: \_\_\_\_\_

TKIP: T      NT



## Duty Payment Options:

- **Automated Clearinghouse (ACH)**
- **Periodic Monthly Statement (PMS)**

Duty payments are, in reality, tax payments. Just as your CPA asks you for payment to the IRS when filing your taxes, Mainfreight Inc. would like to suggest ways that you, our Valued Customer, can pay duties directly to US Customs & Border Protection. In particular, we'd like to suggest easy-to-use methods you can utilize to pay duties to U.S. Customs & Border Protection directly from your bank account. Alternatively, you may choose to pay duties either on a COD basis at the time you receive your shipment from Mainfreight, or we can invoice you for duties and fees- but we will charge a disbursement fee of 2.5% of the total amount due Customs with a minimum of \$15.00.

We can readily help you in setting up the following direct duty payment processes for you. Let us know if you are interested and how we can assist you in this process:

**Prerequisite:** To participate in ACH and PMS duty payments, you need to have a yearly "Continuous bond" established with US Customs & Border Protection first. Call us if you'd like more information on Customs bonds – it's really a great cost-savings tool for all but the most casual of importers. If you're new to importing, or otherwise a casual importer, you can pay via COD at time of delivery instead.

### **Automated Clearinghouse (ACH):**

These are automatic duty payments, directly from your bank account to US Customs. The payments are made to U.S. Customs on the 10th working day following release.

For every shipment we clear on your behalf, we can send you, automatically, an email of the Customs entry summary (7501 form) once the entry has been accepted by Customs – this shows the duty/fee/tax amounts owed on the entry. It's a great way to begin auditing your entries –while they're still at the airline or pier! Even better – we can automatically email the "duty statement" to you no



later than 10 working days following the release of your shipment – and once payment has been received by US Customs we can send you a "final" statement telling you that your payment was received by Customs.

We have attached our ACH debit application, in a fillable PDF format, to this form. Our information has been pre-completed as well. You can complete the form and send it to Customs directly, either via fax or scanned image/email. Then, Customs will assign a unique "Payer Unit Number" (PUN). This will be either emailed or mailed to you by Customs. Once you receive the PUN, let us know the number – and we'll begin using the ACH payment method immediately! This number can be used by other Customs Brokers as well – it's not limited to just the entries we clear for you.

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### Periodic Monthly Statement (PMS):

Many importers don't want to pay duties for every single shipment. Instead, they'd like to pay Customs just once per month. That's where the next, newer duty payment process comes in! Once you are on the (above) ACH process for 30 days, we can suggest the next thing – below – offering you even greater cash flow savings!

The main advantage in signing up for PMS is simple - Cash flow savings! For example, all shipments that are cleared in the prior month will be paid from your bank account directly to Customs - at one time- on the **15th working day of the following month** - interest-free! You can see how this will dramatically impact your cash-flow: you'll only need to make one payment to Customs per month for all the shipments that cleared Customs the prior month. For example, for all of your import shipments that cleared Customs from July 1<sup>st</sup> thru July 31, 2018? Using PMS, the duty payments will be "rolled up" and debited directly from your bank account on August 21<sup>st</sup> - the 15<sup>th</sup> working day of the following month!

### How can you participate in PMS?

You need to be on the ACH system for 30 days first before you can apply for the PMS program.

Then, you need to send your Mainfreight Inc. brokerage team, at [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com), an email that says the following:

- 1/ We want to participate in the Periodic Monthly Statement (PMS) program.
- 2/ We are/are not CTPAT participants.





3/ Provide a list of the EIN/tax ID numbers that you want to allow for use for PMS (most importers have only one of these numbers).

4/ And finally – you need to let us know if you have an ACE portal account (this is the CBP website for importers). If you don't have an ACE Portal account? No problem! We can still apply for PMS. If you are interested in having your own web account with U.S. Customs, though, you can go to this website, open up the PDF application, and apply directly to Customs:

<http://www.cbp.gov/trade/automated/getting-started/using-ace-secure-data-portal>

Once we receive your email, we then take the information above and submit it to U.S. Customs – and usually in a short period of time, Customs should approve the application for participation in PMS - and we then work with you to determine a starting date - and we're set to go!

On the 11<sup>th</sup> working day of the following month, Customs will send us – and we can send to you - a “preliminary monthly statement” showing the total duty amount that will be debited from your bank account. On the 15<sup>th</sup> working day, the money will be debited and a “final” PMS statement can be emailed automatically to you so that you have a record of the duty debit.

What an advantage for corporate cash flow! And only 12 duty payments are made per year. It truly makes it easy to account for the duties and fees on your yearly tax returns.

Complete the attached application and get started- the benefits will then begin to accrue.

*Importing isn't Easy- We Just Make it Easier©*



DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0078
EXPIRATION DATE 01/31/2021
ESTIMATED BURDEN 5 MIN

ACH DEBIT APPLICATION

U.S. Customs and Border Protection Automated Clearinghouse Daily Statement Payment Program
(This application will be used to communicate account information to Federal Reserve Bank of Cleveland)

Action to be Taken: [ ] Add [ ] Change [ ] Delete
Effective Date: \_\_\_\_\_ Current Payer Unit Number: \_\_\_\_\_
(Effective date should be at least 3 business days in the future)

Payer Information

Payer Importer Number OR 3 digit filer code: \_\_\_\_\_
(Include Suffix)
Payer Company Name: \_\_\_\_\_
Payer Company Address: \_\_\_\_\_
Payer City, State Zip: \_\_\_\_\_
Payer Contact Name: \_\_\_\_\_
Payer Email Address: \_\_\_\_\_
Payer Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_
(Enter country code if applicable)

Name of Authorizing Company Official (Please type or print) \_\_\_\_\_ Signature of Authorizing Company Official \_\_\_\_\_

Banking Information

Bank must be a National Automated Clearinghouse Association (NACHA) participant.

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_
ACH Bank Transit Routing Number: \_\_\_\_\_ ACH Bank Account Number: \_\_\_\_\_

To ensure the accuracy of the account information, it is requested that written verification (obtained from your bank) be completed and accompany this application. The ACH payer will be responsible for defaults, which result from incomplete or erroneous account information when written verification is not submitted and certified by bank personnel. Please ensure that the bank transit routing and account numbers on the ACH application have been verified by your bank before sending to the Revenue Division.

Broker/Filer Information

Name of CBP Broker/Filer: MAINFREIGHT, INC. 3 digit filer code: MFT
Contact Name: MARK P. NEUMANN Telephone: 310-761-1511 Fax: 310-861-1714
ABI Representative of Customs Broker/Filer: Joanne K. Mattingly

This application may be faxed, mailed or e-mailed to the ACH Coordinator at:

Revenue Division Telephone: (317) 298-1200 Ext. 1098
ACH Debit Applications FAX: (317) 298-1259
6650 Telecom Drive, Suite 100 Email: ACH-Customs@cbp.dhs.gov
Indianapolis, IN 46278

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0078. The estimated average time to complete this application is 5 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.



## U.S. Customs Continuous Bonds – An Explanation of Benefits

The continuous, yearly customs bond is extremely ideal. The bond is used by US Customs to ensure duty payments are made and to ensure all imported goods comply with US requirements (health and safety regulations are two key areas of concern, for example). All commercial import shipments to the USA require a bond be posted in order to obtain a release of the shipment through US Customs. This bond is required even if the goods are duty free, and is not refundable.

Let's review the costs involved when you "don't" have a CTB (continuous transaction bond) with US Customs & Border Protection (CBP):

### Air shipments:

Each shipment requires its own SEB (single entry bond). The minimum charge of this bond is USD 75.00, and is based on \$7.50 USD per \$1,000 USD FOB value+duty/fees.

\*\* The bond fee **triples** for those items subject to US Food and Drug Administration rules, as well as any importation subject to any other governmental agency oversight (Agricultural, Environment, Dept of Transportation, etc, radio transmission devices, etc).

Let's say you have an import shipment worth USD \$30,000 with a 5% duty rate. The single entry customs bond fee would be based on:

USD \$30,000 USD shipment value + Duty of USD \$1,500 + fees (merchandise processing fee) of 0.3464% - \$103.92 USD. The bond is normally written for USD \$32,000 USD. Total cost for the SEB: \$240.00.

(32k x 7.50 USD = \$240.00).

### Ocean shipments:

Each shipment requires its own SEB (single entry bond). The minimum charge of this bond is USD 75.00, and is based on \$7.50 USD per \$1,000 USD FOB value+duty/fees.

\*\* The bond fee **triples** for those items subject to US Food and Drug Administration rules, as well as any importation subject to any other governmental agency oversight (Agricultural, Environment, Dept of Transportation, etc, radio transmission devices, etc).

In addition, each ocean shipment now requires an Importer Security Filing Bond (ISF SEB) for importers who do not have a yearly Customs continuous bond. The flat fee for



this ISF bond is USD 75.00 per shipment. This is in addition to the Customs entry bond described in the prior paragraph.

So - Let's say you will import a shipment via ocean freight with an invoice valued at USD \$30,000 with a 5% duty rate. The bond fee would be based on:

\$30,000 USD shipment value + Duty of \$1,500 + fees (merchandise processing fee) of 0.3464% - \$103.92 and a Harbor Maintenance Fee (HMF) of 0.125% - \$37.50. The SEB bond would be written for \$32,000. Total cost for the Single Entry Bond: \$240.00.

$\$32,000 \times 7.50 \text{ USD} = \$240.00$ . But don't forget- add \$75.00 for the ISF SEB (ocean shipments only) – your total single entry bond fees are \$315.00 for this one shipment **alone**.

Our bond/surety company prefers the continuous, yearly bond as it limits their (and yours) exposure to any penalty action that may be issued that they – and you - could be responsible for.

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## So - What are the Benefits of a Yearly US Customs Continuous Bond?

If you have a continuous bond (CTB): Firstly, you have a low yearly fee, which covers your potential duty payments of up to \$500,000 USD in a given 12-month timeframe. This CTB covers any number of import shipments in a 12-month timeframe. It also covers the Importer Security Filing bond requirements as well. It's very helpful and does save money, especially if you plan on shipping more than 2 times per year to the USA.

Your Mainfreight Inc. representative can assist you in applying for this bond today!

## How do you obtain a Continuous Customs Bond?

1/ Firstly, we need to obtain a valid US Customs power of attorney and non-resident corporate certification (the latter form is for non-US-based importers only). You may already have given us a US Customs power of attorney – but if not, your Mainfreight representative will forward to you. The non-resident corporate certification is a Customs' requirement, as titles used for non-US-based companies may differ from US entities – so a secondary signature from another company officer is required.

2/ Secondly, we need to obtain a completed bond application form (also attached). The form is daunting to look at, but you need to only follow the instructions- it's quite easy that way!



The bond takes less than a week to approve and is valid for shipments that arrive in the USA on/after the date it's approved by US Customs - and will last for 12 months from the date of approval by US Customs. Very nice! The customs bond will renew automatically each year unless you tell us otherwise.

Please contact your Mainfreight Inc. US Customs Brokerage team for further information at:

[chb@mainfreightusa.com](mailto:chb@mainfreightusa.com)

*Importing isn't easy- but Mainfreight just made it easier!*



# Customs Bond Application

## Lexon Insurance Company (856)

### Activity Code 1-Importer/Broker

New Bond CHB Name \_\_\_\_\_

Replacement of Existing Bond  Current Bond Subject to insufficiency (Attach Letter)

Importer Name: \_\_\_\_\_ Importer No. \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Type:  Corporation  Partnership  Proprietorship  Individual

Describe Merchandise	HTS Code	Country of Origin

Any Merchandise Subject to Antidumping and/or Countervailing Duties?  Yes  No

	Previous Year	Estimated Next Year
Total Value of Merchandise		
Total Duties, Taxes, and Fees		

Bond Limit requested (\$50,000. Minimum requirement): \_\_\_\_\_

Does Importer pay duties, taxes, and/or fees via Periodic Monthly Statement?  Yes  No

Has a surety paid any claims for an existing/previous bond?  Yes  No

Will this bond require the following:  Co-Principals/Divisions (Please attach list)

Reconciliation Rider

U.S. Virgin Island Rider

**I certify that the factual information contained in this application is true and accurate and any information provided which is based upon estimates is based upon the best information available on the date of this application. I also hereby acknowledge that there will be no Antidumping/Countervailing Duty entries made against the bond without prior approval of the Surety.**

BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
Signature