

4. INTERNATIONAL EXHIBITORS

General Information

Visa Information

International Shipping Information

International Freight Guidelines (Phoenix International Business Logistics)



Special Information for International Exhibitors

This section addresses two important issues for international exhibitors, visas and shipping.

VISAS

If you are an exhibitor coming to ENKWSA from outside of the United States, it may be necessary to obtain visas for you and your employees. Read through the Visa Information on the following pages and visit the U.S. State Department web site to determine if you need a visa. If you need a visa to enter the U.S., you may need a Letter of Invitation to secure a visa. ENKWSA has automated the Letter of Invitation process. Invitation letters can be obtained through ENKWSA's website – www.enkwsa.com

SHIPPING

The remaining pages have information regarding shipments into the U.S. Phoenix International Business Logistics, ENKWSA's official freight forwarder has included a form and contact information so that you can learn more about sending your materials to ENKWSA. GES Logistics also has freight forwarding services available.

Unfortunately there can be delays in obtaining a visa and in getting your shipments through customs and to the show, so be sure to plan ahead and complete and return the necessary forms as early as possible.

VISA INFORMATION

The U.S. government requires residents of some countries to obtain a Visa before entering the U.S. The information below provides important links and details that help to make the process easier.

Visa Application Process

Recent changes to the Visa policy and procedures are expected to increase the length of time it takes to obtain a Visa. It is VERY important to apply for your Visa early. We recommend that you start the Visa application process as soon as possible. The Department of State provides the approximate wait times on their web site at http://www.travel.state.gov/visa/temp/wait/wait_4638.html

Helpful Hints

- 1. Review the U.S. Department of State web site (http://www.travel.state.gov) for changes to the Visa process that may affect you.
- 2. Apply early for your Visa.
- 3. Obtain a letter from the WSA.
- 4. Check your passport for expiration date.

Exhibitors with Children

During move-in and move-out **children under 18 years old will not be permitted** into the exhibit hall



Requesting a Letter from the WSA for Your Visa Application

Important Facts: Only requests meeting our eligibility requirements will be processed.

Requirements for Requesting a Letter from the WSA for Visa Application

- 1. ENKWSA has automated the process for obtaining a Letter of Invitation.
- 2. Complete information for obtaining a Letter of Invitation is available at ENKWSA's website enkwsa.com.

Remember it may take more than two months to go through the entire process to obtain your Visa.

Visa Interviews

A personal appearance interview is required as a standard part of this process. This can increase the processing time. It is expected fewer waivers will be granted for the interview portion of the process. ENKWSA cannot assist you with the interview process, nor can anyone representing ENKWSA call the embassy of consulate on your behalf to provide support for granting a Visa. If you are denied a visitor Visa, you may reapply if there is new evidence to overcome the basis for the refusal. In the absence of new evidence, consular officers are not required to re-examine such cases.

How to Find the U.S. Embassy or Consulate in Your Country

Please visit http://www.usembassy.gov/ to find the U.S. Embassy or Consulate in your country.

Important Visa Information for Representatives of the Foreign Press

Foreign members of the media should have an I-Visa. Visit the U.S. State Department's web site for the U.S. Embassy's web site in your country for more information about the I-Visa program.

Visa Waiver Program

The Visa Waiver Program (VWP) enables citizens of certain countries to travel to the United States for tourism or business for 90 days or less without obtaining a Visa. Not all countries participate in the VWP. Visit the U.S. Department of State's web site at www.travel.state.gov to find the complete list of participating countries.

Important Change to the Visa Waiver Program:

The United States may allow entry without a Visa as part of the Visa Waiver Program (VWP), for visitors from specified countries, but visitors will be required to carry a Machine Readable Passport. Visitors travelling under the Visa Waiver Program will be required to submit an application for Electronic System for Travel Authorization (ESTA). Please go to the State Department web site to learn more about this important change to the VWP - http://travel.state.gov/visa/temp/without/without_1990.html

What Do I Need to Enter the United States Under the Visa Waiver Program?

- You must be a citizen of a Visa Waiver Program country.
- You must have a valid passport issued by the participating country.
- Your passport must be a machine-readable passport.
- You must apply for ESTA
- You must be seeking entry for 90 days or less, as a temporary visitor for business (participating in scientific, educational, professional or business conventions, conferences or seminars is permitted as a business visitor) or pleasure. You will not be permitted to extend your visit or change to another Visa category under the VWP.

Representatives of the foreign press, radio, film or other information media require a nonimmigrant media I-Visa cannot travel to the U.S. using the Visa waiver program. Visit www.travel.state.gov for more details.



INTERNATIONAL SHIPPING INFORMATION

Trade show exhibitors face new federal regulations when importing cargo via ocean liner from overseas. On January 26, 2009 the Import Security Filing (ISF) rule, also known as the 10+2 rule, took effect. International exhibitors who fail to follow the new rule may be putting their show in jeopardy. U.S. Customs and Border Protection (CBP) can refuse to allow the cargo to be loaded at the point of origin, thereby delaying the shipment. Exhibitors can take steps to ensure this does not happen to them.

Under the ISF rule, importers are required to submit 10 items of data about their cargo at least 24 hours before it is loaded aboard a vessel at a foreign port. Two additional data items are required by the carrier as well, resulting in what is known as the 10+2 rule. Because the new rule is complicated, CBP has established a 12 month flexible enforcement period. Failure to follow the new rule or demonstrate a good faith effort to comply could result in fines of up to \$5,000 per violation and delays in shipment.

These 10 data elements are:

- Manufacturer (or supplier) name and address
- Seller name and address
- Buyer name and address
- Ship to name and address
- Container stuffing location
- Consolidator name and address
- Importer of record number
- Consignee number
- Country of origin of goods
- Harmonized Tariff Schedule of the United States (HTSUS) number

Although any party may provide CBP with the newly required data however, not every exhibitor is prepared to gather and submit the information to CBP. For exhibitors that would like more information or help interpreting the new law, please contact ENKWSA's official international freight forwarder, Phoenix Business Logistics. Phoenix is a licensed U.S. Customs' and has been working with ENKWSA exhibitors for the past couple of years.

You can contact Frank Rettig, Phoenix International Business Logistics, 847-357-9255, frettig@phoenixlogistics.com.



The ENK-WSA Winter Show 2012
The Venetian and Sands Expo Center, Las Vegas
Feb 6-8, 2012

International Freight Guidelines



PHDENIX

Phoenix International Business Logistics, Inc.

Chicago Branch

9950 W. Lawrence Ave. Tel# 847-357-9255 Schiller Park, IL 60176 Fax# 847-357-9394

Ctc: Frank Rettig, Branch Manager E-mail: frettig@phoenixlogistics.com



INTRODUCTION – SHOW MANAGEMENT RECOMMENDATION

Phoenix International Business Logistics, Inc. is pleased to provide international transportation services and U.S. import clearance to all foreign exhibitors and to any U.S. exhibitors who may be importing their valuable materials to Las Vegas. Show management at ENKWSA has appointed our company as their recommended International Freight Forwarder and Customs Broker for their ENK-WSA SHOW – WINTER 2012 event.

These guidelines contain all of the necessary information for you to prepare your shipment for transportation to Las Vegas by air or sea. For shipments out of Canada or Mexico, overland service by truck is also available.

We strongly recommend that you prepare your shipment early and create accurate documentation for U.S. Customs purposes. Our overseas partners and agents are available to assist you with the shipping process, please contact your country agent for guidance and complete pricing from your location to the fairgrounds.

STEP-BY-STEP INTERNATIONAL FREIGHT GUIDELINES

STEP 1	FAX your "FREIGHT INFORMATION SHEET" to CHICAGO by JAN 3RD			
STEP 2	REVIEW "WOOD PACKING MATERIALS" AND "10+2" BULLETINS - URGENT!			
STEP 3	CONFIRM your SHIPMENT DATE (Arrive 2 weeks before move-in)			
STEP 4	REVIEW DETAILS ABOUT U.S. CUSTOMS DUTIES/TAXESby Dec 15th			
STEP 5	REVIEW INFORMATION ON U.S. CUSTOMS PROCEDURESby Dec 15th			
STEP 6	PREPARE and SEND REQUIRED DOCUMENTATIONAt time of shipment			
STEP 7	PACK and LABEL your SHIPMENTAt time of shipment			
STEP 8	READ INFO ON CARGO INSURANCE and PAYMENTby Dec 15th			
STEP 9	PHOENIX INT'L DELIVERS your CARGO to SHOW SITEON TIME			
<u>STEP 10</u>	ON-SITE HANDLING and RETURN INSTRUCTIONSAt show site			
<u>RECAP</u>	PHOENIX PARTNERS and NOTES TO REVIEWREAD TODAY			
COMMUNICATION is the key to success in the transportation industry, as it is in so many				

<u>COMMUNICATION</u> is the key to success in the transportation industry, as it is in so many aspects of our lives. We urge you to communicate with us in a timely and clear manner to guarantee that your shipment is delivered on time and in good condition

STEP 1 RETURN FREIGHT INFORMATION SHEET TO CHICAGO OFFICE

EMAIL: frettig@phoenixlogistics.com OR FAX# 847-357-9394

IMPORT FREIGHT	INFORMATION	N SHEET				
SHOW: ENK-WSA SHOW – WINTER SHOW 2012, LAS VEGAS						
EXHIBITOR:						
воотн но:		MOVE-IN DATE:				
CONTACT(S) AT SHOW:	·					
DEFINITIVE OR TEMPORARY CLEARANCE: IMPORTER OF RECORD: Name and address	SHIP BY: AIR	OCEAN (circle one)				
	BILLING EXHIBITOR PHOENIX AGE (Confirmation r OTHER: (Speci	ify)				
PAYMENT CONDITIONS: Unless prior arrangements have been made with your local Phoenix agent, all charges are payable before final delivery to show site. American Express, Visa, wire transfer or company check are all acceptable forms of payment. FREIGHT ARRIVAL CONDITIONS: To insure proper U.S. Customs clearance and timely delivery to your booth, freight must be in the port of destination 8-10 working days prior to the move in date. A 30% surcharge may be assessed for shipments arriving within 3 working days of the exhibitor's move in date. DELIVERY TERMS: * Phoenix is only responsible for delivery of freight to show site dock. * The designated drayage contractor is responsible for all onsite freight movements. * Phoenix is not responsible for loss of freight while on show site. * Phoenix will not accept collect freight unless advance arrangements have been made in writing. The below signed Exhibitor/Company guarantees payment of all charges incurred on this shipment in accordance with the above instructions and the Terms and Conditions of Phoenix International Business Logistics, Inc which are available upon request						
NAME:						
SIGNATURE:						
	DATE:/	/				



STEP 2 REVIEW "WOOD PACKING MATERIALS" AND "10+2" BULLETINS

U.S. REGULATIONS REGARDING "WOOD PACKING MATERIALS:

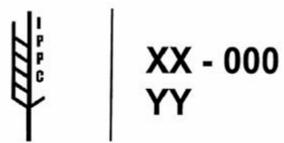
**The U.S. Dept of Agriculture in conjunction with U.S. Customs now requires <u>all pallets and crates made of wood</u> are to be "heat treated" and "stamped" or they will not be allowed into the U.S. Please review the urgent information below regarding these new procedures.

<u>Operating Procedures for Trade Community Regarding Implementation of the Wood Packaging Materials (WPM) Regulation</u>

Responding to increasing damage to U.S. forestry and agriculture, and in an effort to reduce the risk of introduction and /or spread of quarantine pests associated with wood crates and pallets, the United States Department of Agriculture (USDA) has revised and issued a final rule on its import regulations for wood packaging material (WPM).

With nearly 70% of all goods traded internationally packaged and shipped in some form of solid wood packing material, the implication of the new ruling for foreign exhibitors is significant. For example, international exhibitors not adhering to the WPM requirements may find their exhibits delayed or ordered reexported by U.S. Customs.

All pallets and crates must be made of wood materials that are heat-treated and stamped, or loaded in ocean containers that are fumigated prior to export. A fumigation certificate needs to be provided only if the wood packing materials are no heat-treated and stamped with the following IPPC logo



XX represents the ISO country code.

000 represents the unique number assigned by the national plant protection organization. YY represents either HT for heat treatment or MB for methyl bromide fumigation.

***Detailed information can be found at: http://www.aphis.usda.gov/ppq/wpm/



NEW U.S. CUSTOMS "10+2" IMPORTER SECURITY FILING. REGULATIONS

Effective on January 26, 2010, U.S. Customs and Border Protection department requires that all importers of OCEAN FREIGHT cargo must file a "10+2" document at least 48 hours BEFORE the cargo leaves the country of origin.

This regulation was designed to help U.S. Customs determine the valid nature of the shipper, manufacturer, and consignee for the protection of our country against possible deadly goods being imported by unknown sources.

If the exhibitor fails to provide this information, a \$5,000 penalty will be issued!

<u>Phoenix Int'l Business Logistics</u> will provide you with this form (see attached) and will file this document with U.S. Customs on your behalf. However, we must have your document completed by our agent or your own designated freight forwarder at least 72 hours before vessel sailing from your port.

The name "10+2" refers to 10 fields of information required from the shipper, plus 2 pieces of information that the shipping line will provide direct to U.S. Customs. We Will need to know:

- Name of shipper of goods
- Name and address of manufacturer of goods
- Name and address of loading warehouse and foreign port
- Name of vessel and shipment bill of lading number
- Name of consignee (Exhibiting company name & Booth#)
- Address of consignee (Location of the trade fair, city, & state)
- Name of importer of record and importer number (Phoenix will complete)
- Harmonized Tariff Code(s) for your products

We have attached a blank form that you can download and complete on-line. Usually, our agent or your freight forwarder will take care of this for you. But you must make sure to provide them with the right information BEFORE your cargo leaves the port.

REMINDER - "10+2+ FORM IS DUE AT LEAST 72 HOURS BEFORE SAILING



STEP 3 CONFIRM SHIPMENT ARRIVAL 2 WEEKS BEFORE MOVE-IN

All ocean and air cargo to Las Vegas should be routed to Los Angeles seaport, CFS station, or LAX International Airport. To allow for Customs clearance and delivery to show site, please ship your cargo to arrive in Los Angeles at least 2 weeks prior to your scheduled move-in date.

Smaller air freight shipments or late air cargo shipments may be sent direct to Las Vegas airport in case of need. Please contact us immediately to advise of a direct shipment to Las Vegas. <u>Direct shipments should arrive at least 7 working days prior to target move-in date.</u>

CONSIGNEE DETAILS FOR OCEAN BILL OF LADING OR AIRWAY BILL:

Consigned to: Name of Exhibiting Company

c/o ENK-WSA SHOW - Winter 2012 / Booth# _____

Sands Expo / The Venetian

Las Vegas, NV

Notify: PIBL (Phoenix Intl Business Logistics

Tel# (847) 357-9255 Ctc: Frank Rettig

STEP 4 REVIEW DETAILS ABOUT U.S. CUSTOMS DUTIES AND TAXES

<u>U.S. CUSTOMS TAXES</u> – All shipments to the U.S. are subject to certain taxes, regardless if the goods are "Temporary" imports or "Permanent" Imports. Here are the details:

- 1. MERCHANDISE PROCESSING FEE 0.21% of Value Min. \$25.00 / Max \$485.00 This tax is charged and collected by U.S. Customs for all importations and helps to pay for the expenses of the U.S. Customs Service.
- 2. HARBOR MAINTENANCE FEE 0.14% of Value No minimum charge This tax applies only to sea freight cargo and is charged on all ocean cargo importations to help pay for the maintenance of U.S. port operations.

<u>U.S. CUSTOMS DUTY</u> – In addition to standard Customs taxes, all shipments to the U.S. are subject to payment of duty, depending on the country of origin and the Harmonized Tariff Code. Many countries have "Most Favored Nation" status with the U.S. Government, meaning that imports from these countries are almost always duty-free. However, certain commodities from many origins have to pay Customs duty.



STEP 5 REVIEW INFORMATION ON U.S. CUSTOMS PROCEDURES

All shipments arriving in the U.S. require a Customs Broker to prepare an entry document, which is submitted by computer to U.S. Customs. In order to prepare the entry document for an exhibitor's cargo, we will need certain information and documentation.

A. IMPORTER OF RECORD – WHO WILL ACT AS IMPORTER FOR YOUR CARGO?

The shipper must provide a company name which we can declare as importer on the U.S. Customs entry. This may be a U.S. company or it may be a foreign non-resident company, however, <u>almost every clearance processed under a non-resident company will be inspected by U.S Customs Service officials</u>. It will take longer to obtain a release and there will be Customs exam expenses involved. When Customs finishes their inspection at the airport or seaport, it will then be released for delivery to the exhibition.

- A-1: For a U.S. resident company acting as the importer and representative, we will require the following information. Please include a contact person name and phone number.
 - 1. Completed U.S. Customs Power of Attorney Form
 - 2. Valid U.S. Tax ID/EIN Number
- A-2: For a foreign non-resident company, we will require the following:
 - 1. Completed U.S. Customs Power of Attorney Form

B. EXPLANATION OF U.S. IMPORT CLEARANCES AND BOND

<u>TEMPORARY IMPORT CLEARANCE</u> – This type of import clearance is used if the <u>total duty</u> on any particular shipment is over US\$300.00. Goods will be allowed to enter the U.S. duty-free for 90 days and must be re-exported. Each shipment is under a temporary guarantee and cannot leave the fairgrounds unless under the supervision of Phoenix Intl Business Logistics.

<u>PERMANENT IMPORT CLEARANCE</u> – Goods which have low duties or are scheduled to remain in the U.S. after the trade fair will be entered as permanent imports. Cargo can be freely sold, given away, or otherwise distributed during the fair.

<u>U.S. CUSTOMS IMPORT BOND</u> – U.S. Customs requires that all shipments into the country carry a bond that guarantees the payment of applicable duties, taxes, and potential fines or penalties. Phoenix Intl Business Logistics will arrange this bond for a handling fee as shown in our tariff. A bond is required for all shipments whether temporary or permanent imports.



STEP 6 PREPARE AND SEND REQUIRED DOCUMENTATION

REQUIRED DOCUMENTATION - SEND TO COORDINATING OFFICE IN CHICAGO

- (1) U.S Customs "10+2" form (ocean cargo only).......72 hours before vessel sailing
- (2) Phoenix Int'l "Import Freight Information Sheet".... Fax or email by Jan 3rd
- (3) U.S. Customs Power of Attorney Form..... Fax or email 10 days before cargo arrival
- (4) AirwayBill / Ocean Bill of Lading...... Fax or email as soon as possible
- (5) Proforma Invoice/Packing List......Fax or email 5-10 days before cargo arrival
- (6) Phoenix Int'l "Terms & Conditions" Form...... Fax or email 10 days before cargo arrival
- (1) <u>U.S. Customs "10+2" form for OCEAN cargo only</u> Due 72 hours before sailing, please see attached blank form, as mentioned in Step 2.
- (2) <u>Phoenix Int'l "Import Freight Information Sheet"</u> Prepare and return this form in Step 1 by Jan 3rd
- (3) <u>U.S. Customs Power of Attorney Form</u> We have a packet of info that will be sent to each client at time of shipment, which includes instructions on how to complete it.
- (4) <u>Airway Bill / Ocean Bill of Lading</u> Prepare as per instructions in Step 3 and send copy as soon as possible.
- (5) <u>Proforma Invoice/Packing List</u> Blank form is available, if needed. Please return the completed form at least 10 days before cargo arrival. Please prepare, in detail, a list of all the goods packed in each carton/crate/pallet, with the unit value and total value of each commodity. This document must be in English and required to Include the following details:

Consignee: Exhibiting Company Name Notify: Phoenix Intl Business Logistics

c/o ENKWSA Show – Winter 2012 Tel# (847) 357-9255 Sands Expo ./ Venetian Ctc: Frank Rettig

Las Vegas, NV Booth# U.S. Importer Info: If applicable

Invoice Details: *Invoice Number and Date

*Number of pieces shipped and type of piece (2 crates, 4 cartons, etc.)

*Weight and dimensions of each piece

*Harmonized Tariff Code Number of each item

*Country of Origin

*Unit value and total value of each commodity

*Model Number and Serial Number for electronics and machinery

*Amounts in USD preferred

(6) <u>Phoenix Int'l "Terms and Conditions" Form</u> – This document will be included in our Customs Power of Attorney packet, which details our service terms and conditions. We ask that each exhibitor sign and return this form to our Chicago office at time of shipment..



STEP 7 PACK AND LABEL YOUR SHIPMENT

All cargo should be packed for international shipping by the shipper prior to leaving your facility. Please remember that cargo will most likely be inspected by U.S. Customs and therefore should be packed in such a manner to allow for Customs to open and close it without difficulty.

Label your cargo on top and on at least one side, as follows:

LABEL CARGO: EXHIBITING COMPANY NAME / BOOTH# _____

C/O ENKWSA Show – Winter 2012

Sands Expo / Venetian LAS VEGAS, NV USA # 1/5, #2/5, #3/5, etc.

<u>WOOD PACKING MATERIAL</u> – As detailed in Step 2, U.S. Customs requires that any wooden crates, pallets or other untreated wood materials be heat-treated and stamped with certification of treatment. Cargo will be refused entry into the U.S. if wood packing materials are not properly stamped or treated prior to export from your country.

STEP 8 REVIEW CARGO INSURANCE AND PAYMENT TERMS

Please note that Phoenix does not provide transport insurance unless requested in advance, in writing, directly to our Chicago coordinating office or through our designated agent. Our terms and conditions for taking responsibility of your consignment are also clearly stated on a separate attached form. Contact us immediately if you have any questions about our terms of service.

Payment can be arranged in advance through our local agent in your country. If no previous credit terms are established, payment may be made in advance via wire transfer or credit card, or paid directly to Phoenix at show site via a U.S. corporate check, AMEX, VISA/MasterCard, traveler's checks, or cash.

STEP 9 PHOENIX DELIVERS YOUR FREIGHT TO SHOW SITE – ON TIME

Phoenix Intl Business Logistics has prepared these guidelines to ensure the timely handling of your cargo. These necessary steps are designed to minimize risks and delays. We will coordinate the on-time delivery to the fairgrounds by communicating with the general contractor to confirm your booth number, building location, and target delivery date.

Phoenix offers 15 days free storage after cargo arrival for air and LCL ocean freight.



STEP 10 ON-SITE HANDLING and RETURN INSTRUCTIONS

All on-site handling of cargo from show site docks to booth and back out will be done by GES and the exhibitor must pay GES directly for their services. During the event, a Phoenix Int'l representative will talk to you by phone or in person to discuss any return shipment arrangements. GES will have a form for you to complete which will give us clear instructions as to the outbound transportation of your merchandise. This form is available at the GES Service Center at the fairgrounds.

Any unsettled charges will be collected before move-in. No shipments will be allowed to leave the facility without full payment of charges due, unless previous payment arrangements have been made with our overseas agent.

Expedited return shipments should be advised in advance of the show opening so that Phoenix Int'l can make the necessary arrangements to export or re-deliver your outbound shipments with priority status.

RECAP PHOENIX AGENTS and NOTES TO REVIEW

Our organization has offices, agents, and partners in over 75 different countries to service your international shipping needs. Our complete listing is too large to include in these guidelines, therefore, we ask that you email our Coordinating Office in Chicago for contact details of the provider nearest you:

EMAIL FOR AGENT INFO: frettig@phoenixlogistics.com (Frank Rettig, Show Coordinator)

NOTE (1) PROHIBITED COMMODITIES – Certain commodities are prohibited from import into the U.S. without certain licenses or permits, such as foodstuffs, beverages, firearms, and most textiles. We advise against shipping any items of clothing (such as T-shirts) because of these restrictions, however, should you find it necessary to import such merchandise, please ship it separately and in advance of your primary shipment.

<u>NOTE (2)</u> <u>LATE SHIPMENTS</u> – We cannot guarantee the on-time delivery of shipments which arrive past our requested arrival times noted in Step 3. Late shipment surcharges of 30%-100% may be applicable depending on the actual confirmed arrival date of your goods.

<u>NOTE (3)</u> <u>RATE TARIFF</u> – Our "ENKWSA Winter Show 2012 rate tariff is available upon request, or you may receive a complete quote directly from your door to the fairgrounds from our agent in your country. Discounts are available for cargo over 5,000 lbs. and country pavilions.

MASTER CUSTOMS ORIGINAL POWER OF ATTORNEY

опеск арргорнате вох			
Individual			
Partnership			
Corporation			
Sole Proprietorship			

KNOW ALL MEN BY THESE PRESENTS: That,	me of person,partnership, corporation, or sole proprietorship (identify)
	or a
doing business asresiding a	t ·
	, hereby constitutes and appoints each of the following persons:
PHOENIX INTERNATIONAL BUSINESS LOGISTICS, INC. U THROUGH ITS LICENSED OFFICERS AND SPEC	
as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in all Customs Districts, and in no other name, to make, endorse, sign declare, or swear to any entry, withdrawal, declaration,	applicable laws and regulations, consignee's and owner's declaration provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise;
certificate, bill of lading, carnet or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform an act or condition which may be required by	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, unlading or operation of any vessel or other means of conveyance owned or operated by said grantor;
law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.	To authorize other Customs Brokers to act as grantor's agent; to receive, endorse and
To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental statement, schedule, supplemental statement, schedule, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of	collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a non resident of the United States, to accept service of process on behalf of the grantor;
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 any customs district;	And generally to transact at the customshouses in any district 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
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, 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 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	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 revoked, and notice of revocation in writing is duly given to and received by the District Director of Customs and Phoenix International Business Logistics, Inc. of the district aforesaid. The donor hereby authorizes Phoenix International Logistics to act as their customs broker in accordance with the provisions of 19 C.F.R 111 and we agree to waive receipt of the broker's bill for services and the entry in accordance with 19 C.F.R 111.36.
The execution of the Power of Attorney acknowledges that we have read the Terms and Condition Terms and Conditions.	ons of service as outlined on the reverse of this Master Customs Power of Attorney and agree to such
IN WITNESS WHEREOF, the said	
has caused these presents to be sealed and signed: (Signature)(If Corporation, ind	ividual must b authorized by the board of Directors of the Corporation)
(Capacity)	(DATE)
WITNESS:	
IRS NUMBER (For Corporation)	
SOCIAL SECURITY NUMBER (For Individual)	
INDIVIDUAL OR PART	NERSHIP CERTIFICATION
COUNTY STATE	
On this day of, 20, personally appeared before me	
residing at	, personally known or sufficiently identified to me, who certifies that
(is)(are) the individual(s) who exe	cuted the foregoing instrument and acknowledge it to be free act and deed.
	(Notary Public)
	ERTIFICATION ne one who executes the power of attorney)
I,, certify tha	t I am the
of, organized under t	he laws of the state of
of said corporation; and that said power of attorney was duly signed, sealed, and attested for and	of attorney on behalf of the donor, is the d in behalf of said corporation by authority of its governing body as the same appears in a resolution my possession or custody, I further certify that the resolution is in accordance with the articles of
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the	the City of day of, 20

If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive shall appear in the appropriate, designated place. Customs powers of attorney of residents (including resident corporations) shall be without power of substitution except for the purpose of executing shipper's export declarations. However, a power of attorney executed in favor of a licensed customs broker may specify that the power of attorney is granted to the customs broker to act through any of its licensed officers or any employee specifically authorized to act for such customs broker by power of attorney.

(Date)

(Signature)

If you are the importer of record, payment to the broker will not relieve you of liability for custom's 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 separate check payable to the "U.S. Custom's Border and Protection Service" 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.

Please read Carefully

TERMS AND CONDITIONS OF SERVICE

All shipments to or from the Customer, which term shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments, will be handled by the forwarder and/or customs broker handling this shipment (hereinafter called the "Company").

- 1. Services by third parties: Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 10 and subject to the limitations of paragraph 8 below, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carriers, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.
- 2. <u>Liability Limitations of Third Parties</u>. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as agents of the Customers, and the goods may be entrusted to such agencies subject to all conditions as to limitation of liability for loss, damage, expense, or delay and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession, or control of third parties selected by the Company to forward, enter and clear, transport or render other services with respect to such goods.
- 3. Choosing Routes or Agents. Unless express instructions in writing are received from the Customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer 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.
- 4. 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 and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
- 5. <u>Duty to Furnish Information</u>. (a)On an import, the Customer shall furnish to the Company invoices in proper form and other documents necessary or useful in the preparation of the U.S. Customs entry and, also, such further information as may be sufficient to establish, inter alias, the dutiable value, the classification, the country of origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. Law or regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, as may be required to complete the Security Filing or U.S. Customs entry or comply with U.S. Laws or regulations, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete, or omitted information or document pertains. Where a bond is required by U.S. Customs to be given for security purposes or the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond. (b) On an export at a reasonable time prior to the exportation of the shipment the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods. (c) On an export
- 6. Declaring higher valuation. Inasmuch as truckers, carriers, warehousemen and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers, etc., the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the trucker, etc., must accept such higher declared value; otherwise the valuation placed by the Customer on the goods shall be considered solely for export or Customs purposes and the goods will be delivered to the truckers, etc., subject to the limitations of liability set forth herein in paragraphs 8-10 below with respect to any claim against the Company and subject to the provisions of paragraph 2 above.
- 7. Insurance. The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effected when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility of liability in relation thereto, notwithstanding premiums and the charge of the Company for arranging the same shall be at the Customer's expense. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle.
- 8. <u>Limitation of liability</u>. The Customer agrees that the Company shall in no event be liable for any loss, penalty, liquidated damages, physical damage, expense or delay to the goods resulting from the negligence or other fault of the Company for any amount in access of \$50.00 per shipment "or the invoiced value if less" and any partial loss or damage for which the Company may be liable shall be adjusted prorata on the basis of such valuation. The Customer has the option of paying a special compensation to increase the liability of the Company in excess of \$50.00 per shipment in case of any loss, damage, expense or delay from causes which would make the Company liable, but such option can be exercised only by specific written agreement made with the Company prior to shipment which agreement shall indicate the limit of the Company's liability and the special compensation for the added liability by it to be assumed.
- 9. <u>Presenting claims</u>. In no event shall the Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim therefore in shall be presented to it at its office within ninety (90) days from date of exportation or importation of the goods in a written statement to which sworn proof of claim shall be attached.
- No suit to recover for any claim or demand hereunder shall in any event be maintained against the Company unless instituted within six (6) months after presentation of the said claim, as above provided. No agent or employee of the Company shall have authority to alter or waive any of the provisions of this clause.
- 10. Liability of Company. It is agreed that any claim or demand for, loss, damage, penalty, liquidated damages expense or delay shall be only against the carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, penalty, liquidated damages, expense or delay, in that the Company shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event a limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for consequential or punitive damages or damages arriving from loss of profit and shall not be liable to the Customer for actual or statutory damages unless it is first proven that the Company actually had knowledge of the circumstances giving rise to such claims and that the Company directly contributed to the act(s) allegedly causing such damages.
- 11. Advancing money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or coopering of the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the company be construed as a waiver of the provisions hereof.
- 12. Indemnification for Freight, Duties. In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorney fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.
- 13. C.O.D. Shipments. Goods received with Customer's or other person's instructions to "Collect on Delivery" (C.O.D.) by drafts or otherwise, or to collect on any specified terms by the time drafts or otherwise, are accepted by the Company only upon the express undertaking that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such item for collection, and the Company will not be responsible for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of such bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the coarse of collection.
- 14. General Lien on Any Property. The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer, in its possession, custody, or control or in route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for (30) days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten (10) days written notice registered mail (R.R.R.), to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.
- 15. 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 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 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 to the Company, upon recovery by the Company, the customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- 16. No responsibility For Government Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.
- 17. Indemnity Against Liability Arising from the Importation of Merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold the Company harmless against any and all liability, penalties, liquidated damages, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against the Company by any government agency or any private party, the Company shall give notice in writing to the Customer by mail at its address on file with the Company. Upon receipt of such notice, the Customer at its own expense shall defend against such an action and takes all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.
- 18. Loss, Damage or Expense due to Delay. Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraph 8-10 above.
- 19. Construction of Terms and Venue. The foregoing terms and conditions shall be construed according to the laws of the State chosen by Company. Unless otherwise consented to in writing by the Company, no legal proceeding against the Company may be instituted by the Customer, its assigns, or subrogee except in the city chosen by Company.
- 20. Except for Customs entries and duties, we are independent contractors.
- 21. The submission of incomplete or inaccurate information related to an import entry, including descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling prices at time of exportation, assists, country of origin, etc., makes you liable to severe governmental penalties or sanctions. In the event the information forwarded to us, or which accompanied the shipment, does not accurately reflect the entire transaction, it is essential that you immediately notify us so that we can take corrective action.
- 22. In the event of any litigation between the Company and the Customer to enforce any provision of the Master Customs Power of Attorney, or of its Terms and Conditions of Service, or any right of either party hereto, the unsuccessful party in such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees. If the Company is made a party to any litigation instituted by or against the Customer, the Customer shall indemnify the Company and hold it harmless from all costs and expenses, including reasonable attorney's fees incurred by it in connection therewith. Furthermore, if any action at law or in equity be brought to enforce this the Company's Master Power of Attorney, or its Terms and Conditions of Service, or because of an alleged dispute, breech, default or misrepresentation in connection with any of the provisions of this or any related agreement, the attorney's fees and other costs incurred by the Company in such action or proceeding shall recover its attorney's fees and other costs from the non prevailing party.

ignature:	Date:
ngnature.	Date.

MASTER CUSTOMS POWER OF ATTORNEY

Check appropriate box

		Individual Partnership
44)		Corporation
KNOW ALL MEN BY THESE PRESENTS: That, 1)		Sole Proprietorshi
·	ne of person,partnership, corporation, or sole proprietorship (identify)	
a corporation doing business under the laws of the State (2)	o(3)	
doing business as 4)	residing (5)	
having an office and place of business 46	_, hereby constitutes and appoints each of the follow	ing persons.
PHOENIX INTERNATIONAL BUSINESS LOGISTICS, INC. U.S. CUSTO THROUGH ITS LICENSED OFFICERS AND SPEC		
as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in all Customs Districts, and in no other name, to make, endorse, sign declare, or swear to any entry, withdrawal, declaration, certificate, bill of	applicable laws and regulations, consignee's and owner's declar. 485, Tariff Act of 1930, as amended, or affidavits in connection with	
lading, carnet or their document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform an act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to said grantor.	To sign and swear to any document and to perform any act that r by law or regulation in connection with the entering, clearing, lad any vessel or other means of conveyance owned or operated by sa	ing, unlading or operation of
To make endorsements on bills of lading conferring authority to transfer title, make entry or collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of	To authorize other Customs Brokers to as grantor's agent; to checks issued for Customs duty refunds in grantor's name drawn of States; if the grantor is a non resident of the United States, to a behalf of the grantor;	on the Treasurer of the United
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 any customs district;	And generally to transact at the customshouses in any in any business, including making, signed, and filing of protests under st 1930, in which said grantor is or may be concerned or interested transacted or performed by an agent and attorney, giving to said a and authority to do anything whatever requisite and necessary to	ection 514 of the Tariff Act of and which may properly be agent and attorney full power
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, 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 an accepted under 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	fully as said grantor could do if present and acting, hereby ratifyin said agent and attorney shall lawfully do by virtue of these present attorney to remain in full force and effect until revoked, and notic duly given to and received by the District Director of Customs and district aforesaid. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or elyears from the date of its receipt in the office of the district direction.	ents; the foregoing power of the of revocation in writing is the Radius Group Inc. of the effect after the expiration of 2
The execution of the Power of Attorney acknowledges that we have read the Terms and Conditions Terms and Conditions.		Attorney and agree to such
IN WITNESS WHEREOF, the said (/)	(OD)	
has caused these presents to be sealed and signed: (Signature) (8A)	(8B) ual must b authorized by the board of Directors of the Corporation)	
(ff Corporation, individ	(DATE) (IU)
WITNESS: (' ')	(13) (Corporate Seal)	
IRS NUMBER (For Corporation) (14) SOCIAL SECURITY NUMBER (For Individual) (15)	FINAL	
	ERSHIP CERTIFICATION RNE	7
On this day of, 19, personally appeared before me		
residing at	, personally known or sufficiently ident	ified to me, who certifies that
(is)(are) the individual(s) who execut	ed the foregoing instrument and acknowledge it to be	free act and deed.
(16A)	e one who executes the power of attorney)	
l, certify that		
of the Board of Directors passed at a regular meeting held on the day of 19, now in n	attorney on behalf of the donor, is the in behalf of said corporation by authority of its governing body as the s	
incorporation and bylaws of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the seal of said corporation at the seal of said corporation.	e City of day of _	, 19
(17) (Signature)	(Date)	
If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive (including resident corporations) shall be without power of substitution except for the purpose of customs broker may specify that the power of attorney is granted to the customs broker to act three	shall appear in the appropriate , designated place. Customs powers of executing shipper's export declarations. However, a power of attorney expected in the control of the	recuted in favor of a licensed

If you are the importer of record, payment to the broker will not receive you of liability for custom's 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 separate check payable to the "U.S. Customs Service" 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.

Power of Attorney Instructions

- 1. Full company name as it appears on corporate records. (If an individual, their full name)
- 2. Name of state, Province or country of incorporation.
- 3. Not Applicable.
- 4. Name under which business is conducted. (if different from # 1 above)
- 5. Not Applicable
- 6. Complete address. (Corporation's headquarters address preferred)
- 7. Name appearing on line # 1 above.
- 8. (A) Signature of Corporate officer.
 - (B) Print name of Officer.
- 9. Title of preferred person on line #8.
- 10. Date signed.
- 11. Signature of witness.
- 12. Signature of second witness.
- Affix corporate seal.
 (If no seal, print "No corporate seal "
- 14. Company IRS/EIN number.
- 15. Signor's Social security number (Only for sole proprietorship, individual or partnership)
- 16. (A) Second corporate officer
 - (B) Title of second corporate officer
- 17. Signature of second corporate officer.
- U.S. Customs regulations state the customs broker must have the original POA in their records.