



CUSTOMS POWER OF ATTORNEY
And Acknowledgement of Terms & Conditions of Service

EIN/I.R.S. Account Number or Social Security Number: (EIN/IRS #/SS# or Custom's Assigned Number)

Check the appropriate box:

[] Individual [] Sole Proprietorship [] Corporation [] Limited Liability Company [] General Partnership [] Limited Partnership [] Non USA Resident

KNOW ALL PERSONS BY THESE PRESENTS: That, (Full Name of individual, partnership, corporation, sole proprietorship, or limited liability company) (identify)
doing business as (Individual, partnership, corporation, sole proprietorship, or limited liability company) (insert one) under the laws of the State of
residing or having a principal place of business at, hereby
constitutes and appoints:

Richard L. Jones - Tecate, Inc., its successors or assigns, through their officers, employees, and/or specifically authorized agents to act for and on its behalf as a true and lawful agent and attorney of the Grantor named above for and in the name, place, and stead of said Grantor, from this date and in all U.S. Customs and Border Protection Ports of Entry and in no other name, whether as customs brokers, forwarding agent or for any other related activity, to make, (either in writing, electronically, or by other authorized means) endorse, sign, file, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, electronic Export Information (EEL) via Automated Export System (AES), manifest, Carnet, importer security filing or any other documents required by law or regulation or commercial practice in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to Grantor; to perform any act or condition which may be required by law or regulation, or commercial practice in connection with such merchandise deliverable to said Grantor; to receive any merchandise deliverable to Grantor; To make endorsements 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 any U.S. Customs Port; 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 said Grantor and to authorize other customhouse brokers to act as my agents; To share 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 or all the subsidiaries and/or divisions of Richard L. Jones - Tecate, Inc.;

To issue Powers of Attorney on behalf of the Grantor of this Power of Attorney to other customhouse brokers to transact Customs 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; if the Grantor is a non-resident of the United States, to accept service of process on behalf of the Grantor; And generally to transact Customs business, including making, signing, and filling of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws or regulations of the territories in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite necessary to be done in the premises as fully as said Grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; this power of attorney to remain in full force and effect until notice of revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of two (2) years from the date of its execution). In the execution of this document, it is expressly understood that payment to the U.S. Customs 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 payments by check, Customs charges may be paid with a separate check payable to "U.S. Customs and Border Protection", which shall be delivered to Customs by the broker. In the execution of this document, it is expressly understood that this document is subject to the Richard L. Jones - Tecate, Inc., Terms and Conditions of Service, which are incorporated by reference herein and that Richard L. Jones - Tecate, Inc., as well as its successors and assigns, limit their liability to the extent provided for under law and in accordance with such Terms and Conditions of Service; a written copy which Grantor hereby acknowledges having received and which is also included on the back of all service invoices. If the Grantor is a Corporation or a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. If the Grantor is a Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all general partners of the partnership on a separate addendum to this document. If Grantor is a Limited Partnership, the signatory shall also provide a copy of the limited partnership agreement with this instrument.

IN WITNESS WHEREOF, the said

Has caused these presents to be sealed and signed: (Signature) Name:

Capacity: Date:

NON-RESIDENT PRINCIPALS

Richard L. Jones - Tecate, Inc., through its licensed officers or authorized employees is designated to accept service of process on behalf of the Grantor of this power of attorney.

Signature: _____ Date: _____

CORPORATE CERTIFICATION

(To be made by an officer other than the one who executed the power of attorney)

I, _____ certify that I am the _____
(Name) (President, treasurer, Vice President, Corporate Secretary, CEO, CFO, CIO or COO)
of _____ organized under the laws of the State of _____;
(Name as registered with EIN/IRS)
that _____ who signed this *Power of Attorney* on behalf of the Grantor, is
(Name of signatory of Power of Attorney)
the _____ of said corporation; and that said *Power of Attorney* was duly signed, sealed,
(Title of signatory of Power of Attorney)
and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the _____ day of _____, _____ 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of _____ this _____ day _____ of _____.

Signature _____ Date _____

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 customhouse broker may specify that the power of attorney is granted to the customhouse broker to act through any of its licensed officers or any employee specifically authorized to act for such customhouse broker by power of attorney. NOTE: The corporate seal may be omitted. Customs does not require completion of a certification. The Grantor has the option of executing the certification or omitting it.

Richard L. Jones - Tecate, Inc.

Partnership or LLC Certification Addendum

Instructions: Check the applicable box only. For all management structures other than Sole Manager or Member, complete the body of this form to list all other partners, members, manager, and/or directors with authority to bind the firm.

Limited Partnership – I _____(Name) hereby certify that the following persons/or companies are the General Partners with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____(Company Name), a General Partnership organized within the State or Country and Province of _____ (State), as follows;

General Partnership– I _____(Name) hereby certify that the following persons/entities are all of the mangers and/or directors with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (Company Name), a Limited Liability Company organized within the State or Country and Province of _____(State), as follows;

Manager Managed LLC– I _____(Name) hereby certify that the following persons/entities are all of the mangers and/or directors with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (Company Name), a Limited Liability Company organized within the State or Country and Province of _____ (State), as follows;

Member Managed LLC – I _____(Name) hereby certify that the following persons/entities are all of the members with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____(Company Name), a Limited Liability Company organized within the State or Country and Province of _____ (State), as follows;

Sole Manager LLC or Sole Member LLC – I _____(Name) hereby certify that I am the sole manager/member with full authority to execute this instrument of Customs Power of Attorney on behalf of said _____ (Company Name), a Limited Liability Company organized within the State or Country and Province of _____ (State) **(If You have selected this statement do not complete the body of this form)**

| Name of Partners/Members | Capacity |
|--------------------------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(You may list additional partners, members, managers, and/or directors on a separate sheet)

Sincerely,
 Signature _____
 Name: _____
 Capacity: _____
 Date: _____

Notice: For Limited Partnership, a copy of the partnership agreement must accompany the power of attorney pursuant to 19 CFR 141.39(a) (2)

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall automatically govern those services.

1. Definitions.

- (a) "Company" shall mean **Richard L. Jones - Tecate, Inc.**, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an ocean freight forwarder and a non-vessel operating carrier;
- (e) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions.

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

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability For The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Duty to Comply as Importer: Customer acknowledges their legal responsibility and obligation to comply with all U.S. Import rules and regulations. As an importer of record the Customer is responsible for correctly reporting HTS Classification, Country of Origin, Valuation, Related Party Status and Special Duty Reduction Claims. As an importer of record the Customer is also responsible for compliance with all Partnership Government Agency rules and regulations, Intellectual property rules, product labeling and marking rules, etc. Customer 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 importation.

7. Duty to Comply as Exporter: Customer acknowledges their legal responsibility and obligation to comply with all U.S. Export rules and regulations. As an exporter of record the Customer is responsible for correctly reporting ECCN Classification, HTS Classification, License Information (if applicable), country of origin, valuation, U.S. Principal Party in Interest (USPPI) and ultimate consignee. As an exporter of record as either the USPPI or (Foreign Principal Party in Interest) FPPI Customer is also responsible for determining export licensing requirements and obtaining licensing authority from the relevant U.S. government agency. Customer 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.

8. Right to Make Entry. For imports into the United States Customer acknowledges that they are the owner or purchaser of the goods and have the legal right and authority to make entry into the United States as importer of record.

9. No Duty to Provide Licensing or Permit Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing or permit authority or obtaining any license or other authority pertaining to the export from or import into the United States.

10. Exporter of Record Customer acknowledges that Company does not act as the "exporter" for purposes of the U.S. Export Administration Regulations.

11. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Customer.

12. Obtaining Binding Rulings, Filing Protests, etc. Unless specifically requested/authorized by Customer in writing, Company shall be under no obligation to undertake any pre- or post U.S. Customs related activities, including, but not limited to, assigning HTS and ECCN classifications, FTA qualification determinations, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

13. Reliance On Information Furnished.

(a) Customer hereby certifies that all statements and information contained in the documentation and data (whether in written or electronic format) provided to the Company for purposes of either import or export activity is true and correct.

(b) Customer acknowledges that it is required to review and validate all documents and declarations prepared and/or filed with US Customs and Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf.

(c) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness and accuracy of all documentation and data, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(d) Customer acknowledges that it is required to provide verified weights obtained on calibrated certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

14. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

15. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

16. Disclaimers; Limitation of Liability.

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

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to may payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

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

- (i) where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to customs business, \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;
- (d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages or for the acts of third parties.

17. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

18. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

19. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver" (C.O.D.) shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

20. Costs of Collection. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

21. General Lien and Right to Sell Customer's Property.

(a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or in route, which lien shall survive delivery for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Customer shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

22. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

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

24. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

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

26. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

27. Right to amend. The Company reserves the right to amend these Terms and Conditions of Service as necessary.

28. Governing Law, Consent to Jurisdiction and Venue. These Terms and Conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principals of conflict of law. Both Customer and Company agree:

- (a) to irrevocably consent to the jurisdiction of the United States District Court and the State courts of California;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and further agree that any action to enforce a judgment may be instituted in any jurisdiction.