

CUSTOMS POWER OF ATTORNEY

PLEASE CHECK APPROPRIATE BOX

CORPORATION <input type="checkbox"/>	LIMITED LIABILITY COMPANY <input type="checkbox"/>	PARTNERSHIP <input type="checkbox"/>	SOLE PROPRIETORSHIP <input type="checkbox"/>	INDIVIDUAL <input type="checkbox"/>
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KNOW ALL MEN BY THESEPRESENTS: That _____ doing
(Full name of individual, partnership, corporation, sole proprietorship, or limited liability company [identify])

business as _____ under the laws of the State of _____,
(Full name of individual, partnership, corporation, sole proprietorship, or limited liability company [identify])

residing or having a primary place of business at _____, hereby constitutes and appoints **DAYSTAR INTERNATIONAL, INC.**, its officials, employees and/or specifically authorized agents, to act for and on its behalf as true and lawful agent and attorney of the grantor named for and in the name, place, and stead of said grantor from this date, in the United States ("territory"), either in writing electronically or by other authorized means, to;

Make, approve, sign, declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in correlation with the importation, transportation, or exportation of any merchandise in or through the Customs territory shipped or consigned by or to said grantor; Execute any act or condition, which may be required by law or regulation in correlation with such merchandise deliverable to said grantor, to receive any merchandise; Make approvals on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs; Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in correlation with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in any correlation 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 correlation with the entry of merchandise; Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in correlation with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor; Authorize other Customs brokers duly licensed within the territory to act as grantor's agent; to receive, approve 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 nonresident of the United States, to accept service of process on behalf of the grantor; Generally transact Customs business, including filing claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney; Providing to said agent and attorney full power and authority to do anything necessary to be done in the premises as completely as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney to remain full force and effect until _____ or until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force of effect in the United States after the expiration 2 years from the dates of its execution);

Appointment as Forwarding Agent: Grantor authorizes the above grantee to act within the territory as lawful agent and sign or approve export documents (i.e., commercial invoices, bills of lading, insurance certificates, drafts and any other document) necessary for the completion of an export on grantors behalf as may be required under law and regulation in the territory and to appoint forwarding agents on grantor's behalf;

A SIGNED COPY OF THIS POWER OF ATTORNEY TRANSMITTED BY FAX SHALL BE DEEMED AN ORIGINAL.
IF YOU ARE THE IMPORTER OF RECORD, PAYMENT TO THE BROKER WILL NOT RELIEVE YOU OF THE LIABILITY FOR CUSTOMS CHARGES, DUTIES, TAXES, OR OTHER DEBTS OWED CUSTOMS IN THE EVENT THESE CHARGES ARE NOT PAID BY THE BROKER. THEREFORE, IF YOU PAY BY CHECK, CUSTOMS CHARGES MAY BE PAID WITH A SEPARATE CHECK PAYABLE TO THE "U.S. CUSTOMS AND BORDER PROTECTION" WHICH SHALL BE DELIVERED TO CUSTOMS BY THE BROKER. (19CFR 141.1(b))

Grantor acknowledges receipt of DAYSTAR INTERNATIONAL, INC. terms and conditions governing all transactions between the persons concerned. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor. Grantor acknowledges that copies of Customs forms, including true itemized copies of brokerage charges are available to the importer of record upon request, even if Customs charges are paid by a third party. (19CFR 111.36)

IN WITNESS WHEREOF, the said _____

Caused these presents to be sealed and signed:

Signature: _____ Print name: _____

Capacity/Title: _____ Date: _____