

## Standard Export POA – USPPI Cover Letter

(Form on next page)

### **Why must We (Lilly & Associates – International Freight Forwarders, Inc. (“ShipLilly”)) obtain authorization or power of attorney (POA) in order to facilitate U.S. export clearance via AES (Automated Export System) for a standard export transaction?**

Authorized agents or Forwarders are required by law to obtain authority from the USPPI in a standard export transaction who has enlisted the services of the forwarder. This is stated in the Foreign Trade Regulations (FTR) of the U.S. Census Bureau 15 CFR 30.3 (c) (2) (ii). In a routed export transaction, we must obtain the POA from the Foreign Principal Party in Interest (FPPI) 15 CFR 30.3 (e) (2).

### **What if my export shipment does not require the Electronic Export Information (EEI) to be transmitted or I file the EEI myself?**

For these transactions, ShipLilly does not require a POA to process the export shipment. However, if for some reason you require ShipLilly to sign any other export document on your behalf (e.g. Letter of credit purposes or Certificate of Origin), ShipLilly must obtain written authority to do so.

### **What options do I have in providing ShipLilly with authority to file my EEI via AES or to sign any other export documents on my behalf?**

- 1) Complete the attached Export Power of Attorney form. It is valid until written revocation is received or an expiration date is added. An original form is not required.
- 2) ShipLilly Shipper’s Letter of Instruction (SLI) form which can be downloaded from the following link: <http://shiplilly.com/doc-hub/>. By signing this form, you are giving ShipLilly the required authority for the single export transaction declared on the SLI. You will need to provide this form for each shipment which requires EEI to be transmitted via AES or for ShipLilly to sign any export documents on your behalf. Original form is not required.
- 3) A valid formal ShipLilly POA (attached) required for import purposes may also be used for export control purposes. In order to comply with the completion requirements for this form, please contact ShipLilly. This POA will give ShipLilly full authority to sign and process all export documents and allow us to transmit your shipment details via AES. This authority will only expire if you show an expiry date on the POA or revoke it in writing at a later date. Original form is required.

**EXPORT TRANSACTION POWER OF ATTORNEY United  
States Principal Party in Interest (USPPI)  
U.S. Census Bureau Foreign Trade Regulations 15 CFR Part 30**

\_\_\_\_\_, the USPPI organized and doing business under the laws of the United States  
(Company Name of the U.S. Principal Party in Interest (USPPI))  
of America and having an office and place of business at \_\_\_\_\_  
(Address of USPPI)

hereby authorizes Lilly & Associates – International Freight Forwarders, Inc (“ShipLilly”) to act on our behalf as a true and lawful agent and attorney of the U.S. Principal Party in Interest (USPPI) for, and in the name, place, and stead of the USPPI, from this date, in the United States either in writing, electronically, or by other authorized means to act as authorized agent for export control, U.S. Census Bureau reporting, and U.S. Customs and Border Protection (CBP) purposes. Also, to prepare and transmit any Electronic Export information (EEI) or other documents or records required to be filed by the Census Bureau, CBP, the Bureau of Industry and Security, or any other U.S. Government agency, and perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by the USPPI, and to receive or ship any goods on behalf of the USPPI.

The USPPI hereby authorizes ShipLilly and its authorized agent/representative(s), airlines and TSA certified cargo screening facilities consent under TSA regulations to search cargo shipments offered for air transportation. Said consent is effective from the date of this authorization until written notice of cancellation is received by ShipLilly.

The USPPI hereby certifies all statements and information contained in the documentation provided to the authorized agent relating to exportation will be true and correct. Furthermore, the USPPI understands civil and criminal penalties may be imposed upon the USPPI for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation.

This power of attorney is to remain in full force and effect until revocation in writing is duly given by the U.S. Principal Party in Interest and received by the authorized agent.

The USPPI acknowledges that it has received and/or has reviewed the ShipLilly’s Terms and Conditions of Service which governs all transactions between the Parties, a copy of which may be found at <http://shiplilly.com/terms-and-conditions/>, and is available upon request. Among these terms the USPPI grants to ShipLilly of “a general and continuing lien on any and all property of Customer coming into ShipLilly’s actual or constructive possession or control...” which USPPI hereby expressly agrees to grant.

\_\_\_\_\_  
(Full Company Name of USPPI)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_