



# Instructions for Completing the Customs Power of Attorney:

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Please reference corresponding numbers on Power of Attorney document:

1. Check appropriate box (in Word document, double click the box to select):
  - a. **Individual:** a person acting in a non-business capacity
  - b. **Partnership:** two or more individuals operating a business
  - c. **Corporation:** a business authorized by state statute with limited liability
  - d. **Sole Proprietorship:** a business owned by an individual
  - e. **Limited Liability Corporation (LLC):** an entity, which is neither a corporation nor a partnership, that is managed by its members or a manager who is empowered to handle the affairs of the company
2. Fill in EIN or Social Security Number of grantor:
  - a. Use **EIN** for: Corporation, LLC, Partnership
  - b. Use **SSN** for: Individual
  - c. A Sole Proprietorship may choose to use **either** the EIN or SSN
3. Enter full legal name of Individual, Partnership, Corporation, Sole Proprietorship, or LLC as it appears on legal documents
4. Enter the same option as selected in step 1.
5. List the state under whose laws the grantor conducts business.
6. List grantor's full physical address, including city, state, and zip code.
7. Enter the same information as step 3.
8. Authorized signatures are as follows:
  - a. **Corporation or LLC:** Must be signed by an officer such as the President, Vice President, Secretary, Treasurer, etc.
  - b. **Individual or Sole Proprietorship:** Must be signed by the individual
  - c. **Partnership:** May be signed by any of the general partners
9. Enter the title of person signing the POA
10. Date the document was signed – this will be the effective date of the POA
11. A witness is not required unless requested by grantee.
12. If grantor is an individual or partnership, please complete "Individual or Partnership Certification" section.
  - a. According to CBP guidelines, powers of attorney issued by a partnership shall be limited to a period not to exceed 2 years from the date of execution. This means that powers of attorney issued by partnerships will expire after two years, and a new copy will need to be submitted to Arizona Customs Brokers.
- b. Powers of attorney issued by individuals will not expire.
13. If grantor is a corporation or limited liability corporation, please complete the "Corporate Certification" section. This must be completed by a different officer of the company than the individual who completed and signed the POA.

**CUSTOMS POWER OF ATTORNEY**  
**and**  
**Acknowledgement of Terms and Conditions of Service**

(1) EIN/SS Number: \_\_\_\_\_

(2) Select appropriate box:

- Individual
- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Company

KNOW ALL MEN BY THESE PRESENTS: That, (3) \_\_\_\_\_ doing  
(Full name of individual, partnership, corporation, sole proprietorship, or Limited Liability Company) (Identify)  
business as a (4) \_\_\_\_\_ under the laws of the State of (5) \_\_\_\_\_  
(Individual, partnership, corporation, sole proprietorship, or Limited Liability Company) (Insert one)  
residing or having a principal place of business at (6) \_\_\_\_\_, hereby constitutes and  
appoints ACB Import Services, Inc. DBA Arizona Customs Brokers, its officers, employees, and/or specifically authorized agents, to act for and  
(Grantee's Name)

on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate; bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said grantor;

Perform any act or condition, which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

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 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 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 or statements in connection 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 connection 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, 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 nonresident of the United States, to accept service of process on behalf of the grantor;

And generally to transact Customs business, including filing of 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;

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 full force and effect 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 or effect in the United States after the expiration 2 years from the dates of its execution);

Grantor acknowledges receipt of ACB Import Services, Inc. Terms and Conditions of Service governing all transactions between the Parties.

(Grantee's Name)

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.

IN WITNESS WHEREOF, the said (7) \_\_\_\_\_  
(Full name of company)

caused these presents to be sealed and signed: (Signature) (8) \_\_\_\_\_

(Capacity) (9) \_\_\_\_\_ Date: (10) \_\_\_\_\_

Witness, if required: (11) \_\_\_\_\_

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs and Border Protection (CBP) charges (duties, taxes or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, CBP charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which shall be delivered to CBP by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

(12) **INDIVIDUAL OR PARTNERSHIP CERTIFICATION**

CITY \_\_\_\_\_  
COUNTY \_\_\_\_\_ 'SS:  
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 executed the foregoing instrument and acknowledge  
it to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
(Notary Public)

(13) **CORPORATE CERTIFICATION**

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

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
\_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_  
that  
\_\_\_\_\_, who signed this power of attorney on behalf of the donor, is-  
the \_\_\_\_\_  
\_\_\_\_\_ of said corporation; and that said power of attorney was duly signed, and attested for and in  
behalf of said  
corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular  
meeting held on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, now in my possession or custody. I further certify that the resolution is in accordance  
with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country  
of Incorporation.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal' of said corporation, at the City of  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Arizona Customs Brokers Account Information

Individual or Company Name: \_\_\_\_\_

AKA, DBA, or Division: \_\_\_\_\_

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

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Extension Number: \_\_\_\_\_

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

Corporate Federal Tax Number (LLC, Corporation, Partnership): \_\_\_\_\_

Social Security Number (Sole Proprietor, Individual, or Non-Corp): \_\_\_\_\_

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### U.S. Customs Information

Continuous Bond Information: Surety Code: \_\_\_\_\_ Bond Amount: \$ \_\_\_\_\_

C-TPAT Number: \_\_\_\_\_

Any relationship to the foreign shipper (division of, etc.)? \_\_\_\_\_

Do you have a binding ruling with U.S. Customs? \_\_\_\_\_

If so, please send us a copy.

Has U.S. Customs advised you on a tariff classification? \_\_\_\_\_

Have you ever been penalized by U.S. Customs? \_\_\_\_\_

If so, please explain: \_\_\_\_\_

\_\_\_\_\_

Do you have any other issue with U.S. Customs or any other governmental agency? \_\_\_\_\_

If so, please explain: \_\_\_\_\_

\_\_\_\_\_

Completed by (Name): \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS & CONDITIONS OF SERVICE

(Please Read Carefully)

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

**1. Service 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 8 and subject to the limitations of paragraph 9 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 carries, stores or otherwise physically handles the shipment, it does so subject to the limitations of 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. Liability Limitations of Third Parties.** The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents warehousemen and others, as required, to transport shipment, deal with and deliver the goods, all of whom shall be considered the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitations 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 the custody, possession or control of third parties selected by the Company to forward, enter, 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 service.

**4. Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by 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. Duty to Furnish Information.** (a) On an import at a reasonable time prior to entering of the goods for U.S. Customs, 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 alia, 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 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 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 or import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraphs 8 - 10 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorneys' fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

**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 trucker, etc. the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation and the truckers 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 limit of liability set forth herein in paragraph 8-9 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, theft and other insurance upon the goods only after specific written instructions have been received by the Company in sufficient time prior to the shipment from the point of origin, and 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 effective when accepted by such insurance companies or other 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 that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Insurance 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 under 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. Limitation of Liability for Loss, etc.** (a) The Customer agrees that the Company shall only be liable for any loss, damage expense or delay to the goods resulting from the negligence or other fault of the Company; such liability shall be limited to an amount equal to the lesser of fifty dollars (\$50.00) per entry or shipment or the fee(s) charged for the services, provided that, in the case of partial loss, such amount will be adjusted prorata; (b) Where the Company issues its own bill of lading and receives freight charges as its compensation, Customer has the option of paying a special compensation and increasing the limit of Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received; (c) In instances other than in (b) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and Company agrees in writing, liability is limited to the amount set forth in (a) above; (d) Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.

**9. Presenting Claims.** Company shall not be liable under paragraph 8 for any claims not presented to it in writing within 90 days of either the date of loss or incident giving rise to the claim; no suit to recover for any claim or demand hereunder shall be maintained against the Company unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.

**10. Advancing Money.** The Company shall not be obligated to incur any expense, guarantee any payment or advance any money in connection with the importing, forwarding, transporting, insuring storing or cooperating 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.

**11. 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.

**12. 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 collect to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such an 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 course of collection.

**13. General Lien on Any Property.** The Company shall have a general lien on any and all property (and documents relating thereto) to the Customer, in its possession, custody or control or en route, for all claims for charges, expenses, or advances incurred by the Company in connection with any shipments of the Customer and if any claim remains unsatisfied for thirty (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 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.

**14. Compensation of the 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 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, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**15. No Responsibility For Governmental 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.

**16. 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, 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 action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.

**17. 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 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 8-9 above.

**18. Construction of Terms and Venue.** The foregoing terms and conditions shall be construed according to the laws of the State of Florida. 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 Miami-Dade County, Florida.

Attention Ocean Importers:  
You **MUST** file a 10+2 or Face Penalties!

U.S. Customs and Border Protection will issue penalties for failure to comply with the Importer Security Filing (ISF), also known as the 10+2. **Failure to file will result in a \$5,000 penalty per violation.** Additional fines may be assessed for filing incomplete or inaccurate information. This could result in a penalty of up to \$10,000.

In order to avoid such penalties, this information needs to be filed by your overseas shipper or by your broker. Customs regulations require that this information be filed 24 hours prior to the loading of the vessel. If Arizona Customs Brokers will be filing this on your behalf, we need to receive the documents four days before the departure of the vessel. This will give us ample time to file and save you from facing a penalty. If there are any corrections, we will need that information immediately, so we can update the information with Customs. The importance of this cannot be overstated, as **any fines incurred are the sole responsibility of the importer.**

U.S. Customs is also requiring an additional bond for the ISF. This can be done with a single ISF bond, which will carry an additional charge. The shipment and ISF can also be bonded with a continuous transaction bond.

Arizona Customs Brokers is committed to assisting you and keeping you penalty-free. To help simplify the ISF process, you can download the "Importer Security Filing Data Sheet" on our website, [arizonacustomsbrokers.com](http://arizonacustomsbrokers.com), under the "Forms" tab. You or your overseas partner can email the form and documents to [isf@arizonacustomsbrokers.com](mailto:isf@arizonacustomsbrokers.com).

If you have any questions regarding the ISF or bonding requirements, please contact us at 602- 273-0912.

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Name

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Company

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Signature

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Date

## Importer Security Filing Data Sheet 10+2 (ISF)

This complete form must be sent to Arizona Customs Brokers at the time of booking. Please send this form along with a copy of the commercial invoice and packing list to [isf@arizonacustomsbrokers.com](mailto:isf@arizonacustomsbrokers.com)

### ISF Data Element

<b>Manufacturer Name/Address (Supplier)</b>	
<b>Seller Name/Address (Shipper)</b>	
<b>Buyer Name/Address (Purchaser)</b>	
<b>Ship to Consignee Name/Address</b>	
<b>Container Stuffing Location Name/Address</b>	
<b>Consolidator Name/Address (Stuffer/Forwarder)</b>	
<b>Importer of record ID Number</b>	
<b>Consignee ID Number</b>	
<b>Country of Origin</b>	
<b>Harmonized Tariff Schedule Number</b>	

<b>Master Bill of Lading Number with SCAC Code</b>		<b>House Bill of Lading Number with SCAC Code</b>	
<b>Container Numbers(s)</b>			
<b>Total Pieces</b>		<b>Total Weight</b>	
<b>Vessel Name</b>		<b>Voyage Number</b>	
<b>Origin Port</b>		<b>ETD</b>	
<b>Destination Port</b>		<b>ETA</b>	

# Solid Wood Packaging Material (“SWPM”) Mark Approved by the International Plant Protection Convention (“IPPC”)

The mark should preferably be on at least two opposite sides of the product. Red and orange colors should be avoided since these colors are used for labeling dangerous materials. There is no absolute size requirement; however, the mark should be easily recognizable and large enough to read.



<b>XX</b>	Two-digit country code as designated by the International Organization for Standardization (“ISO”) for the country the produced the SWPM
<b>000</b>	Unique number assigned by the National Plant Protection Agency of the SWMP producing country to a producer of the wood packaging material. The producer is responsible for ensuring that the appropriate wood is used and properly marked
<b>YY</b>	IPPC abbreviation for the approved measure used. The two current designations are HT (heat treated) and MB (methyl bromide)

**Q:** What kinds of WPM are covered by this rule?

**A:** Most wood packaging materials are covered by the new rule including wooden packaging materials such as pallets, crates, boxes, and pieces of wood used to support or brace cargo. These materials are currently referred to as solid wood packaging material (SWPM), which is defined as “[w]ood packing materials other than loose wood packing materials, used or for use with cargo to prevent damage, including but not limited to: dunnage, crating, pallets, packing blocks, drums, cases, and skids.”

**Q:** Are there any exceptions to the rule?

**A:** There are certain exceptions, yes. They are:

- Manufactured wood materials such as fiber board, plywood, whiskey and wine barrels, plywood, strandboard, and veneer.
- Pieces of wood that are less than 6mm (0.24 in.) in any dimension
- Sawdust, wood wool, and wood shavings, produced as a result of sawing or shaving wood into small, slender, and curved pieces less than 6mm in any dimension
- WPM used by the U.S. Department of Defense (DOD) to package non-regulated articles, including commercial shipments pursuant to a DOD contract.
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Firewood, mesquite wood for cooking, and small, noncommercial packages of unmanufactured wood for personal cooking or personal medicinal purposes will continue to be allowed to enter directly from Mexican border states. In addition, by reciprocal regulations in the U.S. and Canada, WPM made entirely from Canadian origin wood or U.S. origin wood are exempt from the treatment.