# **Appendix D: Forms**

Here, you will find examples of common documents used in the export process. It is not an exhaustive compilation.

Some of these may be examples of things your company would complete; others would mainly be completed by freight forwarders or companies shipping on your behalf.

Prior to shipping an export order, talk to your shipper of choice or your local U.S. Commercial Service office. They can help you determine which specific documents are required.

#### **Air Waybill**

Document for air shipments.

#### **Straight Bill of Lading**

Required document when goods are shipped by truck, rail, or ship.

#### **Pro Forma Invoice**

Price quotation from the seller to the buyer.

#### **Export Quotation Worksheet**

Related to the pro forma invoice.

#### **Commercial Invoice**

Required document with contact, content, and cost information.

#### **Certificate of Origin**

Must be provided if requested by the buyer or a foreign Customs agency.

#### **NAFTA Certificate of Origin**

Required if requested when shipping goods to/from Mexico and Canada. Covers qualifying goods only; i.e., goods that meet NAFTA rule of origin. Must be prepared and signed by the exporter.

#### **Packing List**

Contents of shipment plus size information.

#### **Insurance Certificate**

Documentary evidence that the goods are insured against loss, damage, or theft.

#### Shipper's Letter of Instructions

Provide if requested. Often prepared by the freight forwarder.

#### **Letter of Credit**

Sample letter of credit with instructions. Seller doesn't get paid until the terms are met.

#### **Draft Transmittal Letter**

Issued by the exporter to the importer for the purpose of receiving payment.

© 2001 UNZ & CO.					House Air Waybill Number
Shipper's Name and Address	Shipper's Account Number	r 	Not negotiable  Air Way  (Air Consignment Issued by	note)	· ·
Consignee's Name and Address	Consignee's Account Num	It is agreed that the as noted) for car HEREOF. THE SH LIMITATION OF LI	e goods describ riage SUBJEC IIPPER'S ATTE ABILITY. Shipp	aybill are originals and have the same validity ibed herein are accepted in apparent good order and condition (CTTO THE CONDITIONS OF CONTRACT ON THE REVER ENTION IS DRAWN TO THE NOTICE CONCERNING CARRIEF oper may increase such limitation of liability by declaring a higher emental charge if required.	
			These commod		ed by the United States for ultimate destination Diversion contrary to
Airport of Departure (Addr. of first Carrier) a  To By first Carrier Routing and D  Airport of Destination					
	Chargeable Weight Weight	Rate Cha	arge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
Prepaid Weight Charge		Other Charges			
Tax  Total other Charges Di		Shipper certifie	es that the partic	culars on the	e face hereof are correct and that insofar as any p ods, such part is properly described by name and
Total other Charges Du  Total prepaid  Total prepaid	Total collect	proper condition	on for carriage b	y air accordi	e of Shipper or his Agent
Currency Conversion Rates co	c charges in Dest. Currency	Executed on (Dat			(Place) Signature of Issuing Carrier or its Agent House Air Waybill Number

### STRAIGHT BILL OF LADING - SHORT FORM - ORIGINAL - NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier

of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

From 1					
At	<b>3</b> <sub>20 B</sub>	DESIGNATE WITH AN	<sup>(X)</sup> IGHT □	4	5
Carrier 6					Shipper's No. 7
	8	(M	ail or street ad		asignee—For purposes of notification only.)
Consigned to	9				
Destination		State of		C	County of
Route	<b>0</b>		12		
Delivering Carrier		Vehicle or Car Initi	al	Check	No Subject to Section 7 of conditions of
Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Cor.)	or Rate	Column	applicable bill of lading, if this shipment is to be delivered to the consignee without
13	14	15	16		recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of
					this shipment without payment of freight and all other lawful charges
					Per(Signature of Consignor.)
					If charges are to be prepaid, write or stamp here, "To be Prepaid."
					Received \$ 19
					to apply in prepayment of the charges on the property described hereon.
					Agent or Cashier
					Per
					Charges Advanced: 20
					C.O.D. SHIPMENT
					Collect : \$21
					Collection Fee
					Total Charges *If the shipment moves between two
					ports by a carrier by water, the law requires that the bill of lading shall state whether it is "Carrier's or Shipper's weight."
					†Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Department of Transportation.
					NOTE—Where the rate is dependent on value, shippers are required to state spe- cifically in writing the agreed or declared value of the property.
					THIS SHIPMENT IS CORRECTLY DESCRIBED. COR WEIGHT IS 22 LBS. DECLARED VALUE STATED
					\$Subject to verification by the Respec-
					tive Weighing and Inspection Bureau According to Agreement.
TOTAL PIECES					Per If lower charges result, the agreed or
	for this shipment conform to the specifications set forth in the box maker's certificate thereon, an of the National Motor Freight Classification. Shipper's imprint in lieu of stamp, not a part of bill of				declared value of the within described containers is hereby specifically stated to be not exceeding 50 cents per pound per
	23		Ship	per, Per	article.  This is to certify that the above-named materials are properly classified, de-
	Agent, Per 25				scribed, packaged, marked and labeled and are in proper condition for transporta-
Permanent post-office ad	ddress of shipper			<b>S</b>	tion according to the applicable regula- tions of the Department of Transporta- tion.
Form No. 35-644 Printed	and Sold by UN&CO 201 Circle Drive N, Suite 104, Piscataway, NJ 08854 (800) 631-308	98 www.unzco.com		Ц	SIGNATURE

## Straight Bill of Lading—Instructions

- Shipper (From)—Enter the company name and address of the shipper (consignor).
- 2. Point of Origin (At)—Enter the city and state of the actual shipping point.
- Date of Shipment—Enter the date of the shipment, the date the carrier took control of the merchandise.
- Truck/Freight—check the "Truck" block if shipment is to move by truck, or the "Freight" block if the shipment is to move by rail.
- Shipper's No—Enter a unique control number to reference the shipment with the carrier.
- Carrier—Enter the name of the company that will take initial control of the shipment and cause its delivery to the consignee.
- 7. Agent's No.—Enter carrier's control number, if known or required.
- Consigned to—Enter the full name of the final recipient of the shipment, the ultimate consignee; also enter the mailing or street address of the ultimate consignee, if different than destination, for carrier notification purposes.
- Destination—Enter the street address, city, and ZIP code where the carrier will make delivery to the Consignee in Field 8.
- 10. Route—If applicable, enter the route the carrier will take to the consignee. This Field may also be used to specify docks, warehouses, etc., and to specify any intermediate carriers.
- Delivering Carrier—If applicable, specify the carrier that will deliver the shipment to the ultimate consignee at the destination, but only if different than the carrier entered in Field 6.
- Vehicle/Car No.—Enter any vehicle identifying numbers or initials, if applicable.
- 13. No. Packages Enter the total number of packages per line item; if the packages are consolidated on a pallet or in an outer container, note this information on a second line. For example: 112 PKGS 3 Pall.
- 14. Description of Shipment—Enter the description of each line item, noting the type of package (carton, barrel, etc.) and the quantity per package. Since the correct freight classification is essential in describing an item, there must be a separate line item for each different freight classification description. If more than one type of packaging is used per freight classification, a separate entry must be used for each type of package. Enter any special package markings, special handling requirements, and delivery instructions. Note: For hazardous material items, special provisions must be met in completing this field.
- 15. Weight—Enter the total gross weight, in pounds, for each line item. For bulk shipments, the TARE and net weights should also be referenced in the description field. For package shipments, include the weights of pallets and skids. The total weight of the merchandise should be shown after the last line item, with pallet and dunnage weights shown separately.

- 16. Class or Rate—Enter either the five-digit class (per the Uniform Freight Classification or the National Motor Freight Classification) or a two-digit class rate (a percentage of the first class 100 rate) per line item. This information may be determined by contacting the carrier.
- 17. Without Recourse—Per standard bill of lading terms, the shipper is ultimately liable for freight charges, even when the shipment is sent on a collect basis to the consignee. By signing this statement, the shipper is released from the liability of freight charges for collect shipments delivered by the carrier to the consignee without the carrier's collecting the freight charges. For prepaid shipments, leave blank.
- 18. Prepaid Shipments—Enter "Prepaid" if shipment is to be paid for by the shipper. If this field is left blank, the carrier will seek to collect the freight charges from the consignee (see Field 17).
- Prepayments Received—Carrier enters any payments received in advance from the shipper for the shipment.
- Charges Advanced—Carrier enters any advanced charges for the shipment, if applicable.
- 21. C.O.D. Shipment—First, check whether the freight charges are prepaid (the carrier bills the shipper) or collect (the carrier deducts the freight charges from the amount collected from the consignee). Second, enter the amount to be collected for the merchandise itself—be sure to include the freight charges. Third, enter any collection fees, if applicable. Enter total charges to be collected by carrier.
- 22. Shipment Declared Value—When the weight charged by the carrier is dependent upon the value of the shipment, the dollar value per unit of measure (for example, \$100.00/pound) must be stated by the shipper—enter this information in Field 14.
- 23. Shipper—Enter the company name of the shipper.
- Shipper's Agent—Enter the signature of the individual preparing the shipment for the shipper.
- Carrier's Agent—The carrier's agent will sign here prior to taking control
  of the shipment.
- 26. Permanent Address—Enter the permanent (business) mailing address of the shipper. This may be the same as for Field 1.
- Certification—A signature is required by the U.S. Department of Transportation after this statement for all shipments of hazardous material.

#### PRO FORMA INVOICE/EXPORT ORDER

SHIPPER	Tech International 1000 J Street, N.W. Washington, DC 20005	Ph. 202-555-1212 Fax 202-555-1111
CUSTOMER	<b>t</b>	
	Gomez Y. Cartagena Aptdo. Postal 77 Bogota, Colombia	
SHIP IO (if o	di erent than Customer):	
NO∏FY (Int	ermediate Consignee):	

PRO FORMA INVOICE NO. Col.91-14	DATE				
ω1.91-14	July 12				
COMMERCIAL INVOICE NO.	DATE				
CUSTOMER REFERENCE	DATE				
LTR	July 9				
TERMS OF SALE					
CIP Buenave	ntura, Colombia				
(INCOTERMS 2000)					
SHIPVIA	EST. SHIP DATE				
AIR	60 DAYS FROM RECEIPT OF ORDER AND LETTER OF CREDIT				

PART NUMBER	UNIT OF MEASURE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2-50	EA	3	Separators in accordance with attached speci cations	\$14,750.00	\$44,250.00
14-40	EA	3	First-stage Filter Assemblies per attached speci cations	\$ 1,200.00	\$ 3,600.00
custom	EA	3	Drive units - 30 hp each (for operation on 3-phase 440 v., 50 cy. current) complete with remote controls	\$ 4,235.00	\$12,705.00
			TOTAL EX WORKSWashington, D.C. domestic paked		\$60,555.00
			Export processing, packaging, prepaid inland freight to Dulles international Airport & forwarder's handling charges		\$ 3,115.00
			TOTAL FCA WASHINGTON DULLES AIRPORT Estimated air freight and insurance TOTAL Est. CIP Bueanventura, Colombia		\$60,555.00 \$ 2,960.00 \$66,630.00
			Estimated gross weight 9,360 lbs. • Estimated cube 520 cu. meters Export packed 4.212 kg. • Export packed 15.6 cu. meters		

- 1. All prices quoted herein are USdollars.
- 2. Prices quoted herein for merchandise only are valid for 60 days from July 12.
- 3. Any changes in shipping costs or insurance rates are for account of the buyer.

		ADDITIONAL CHARG	ES ES		
FREIGHT	☐ Ocean	🛛 Air	INCLUDED	□ LETTER OF CREDIT	Bank
CONSULAR/LE	GALIZATION			□ DRAFT	Terms
INSPECTION/C	ERTIFICATION			☐ OPEN ACCOUNT	Terms
SPECIAL PACK	ING			□ OTHER	
INSURANC			INCLUDED		
				CURRENCY OF PAYMENT	USDOLLARS
					·

Form No. 15-330 Printed and Sold by UNXCO 201 Circle Drive N, Suite 104, Piscataway, NJ 08854

(800) 631-3098 www.unzco.com

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## **EXPORT QUOTATION WORKSHEET**

COMMODITY CUSTOMER COUNTRY PAYMENT TERMS	PACKED DIMENSIONS PACKED WEIGHT	
COUNTRY	PACKED DIMENSIONS PACKED WEIGHT	
JOUNTRY	PACKED WEIGHT	
-ATMENT TERMS	DACKED CLIDE	
	PACKED CUBE	
PRODUCTS TO BE SHIPPED FROM		
SELLING PRICE OF GOODS:		\$
SPECIAL EXPORT PACKING:		•
\$ quoted by		
\$ quoted by		
\$ quoted by		\$
NLAND FREIGHT:		
\$ quoted by \$ quoted by	<del></del>	
\$ quoted by		\$
Inland freight includes the following charges:		
□ unloading □ pier delivery □ terminal □		
OCEAN FREIGHT	AIR FREIGHT	
quoted by tariff item	quoted by spec code	
#	\$#	
#	\$#	
P#	\$#	
Ocean freight includes the following surcharges:	Air freight includes the following surcharges:	
□ Port congestion □ Heavy lift	☐ Fuel adjustment	
□ Currency adjustment □ Bunker	☐ Container stuffing	
☐ Container rental ☐ Wharfage		
□ □    NSURANCE □ includes war risk	□INSURANCE □includes war risk	
rate: per \$100 or \$	rate: per \$100 or \$	
TOTAL OCEAN CHARGES \$	TOTAL AIR CHARGES \$	
notes:	notes:	
		-
FORWARDING FEES: Includes: □ Courier Fees □ Certification Fees	□Banking Fees □	\$
CONSULAR LEGALIZATION FEES:		\$
NSPECTION FEES:		\$
DIRECT BANK CHARGES:		\$
OTHER CHARGES:		Ф
JITEN OHANGES.		\$
FOTAL: $\square$ FOB $\square$ C & F		Φ.
TOTAL: □ FOB □ C & F □ CIF □		\$

### COMMERCIAL INVOICE

SELLER:	INVOICE No. DATE
	CUSTOMER REFERENCE No. 5
SOLD TO:	TERMS OF SALE 6
2	TERMS OF PAYMENT 7
SHIP TO (if different than Sold To):	CURRENCY OF SETTLEMENT 8
3	MODE OF SHIPMENT BILL OF LADING / AWB
QTY DESCRIPTION	UNIT OF UNIT TOTAL PRICE PRICE
PACKAGE MARKS:  15	TOTAL COMMERCIAL VALUE:  MISC. CHARGES: (packing, insurance, etc.)
	TOTAL INVOICE VALUE:
CERTIFICATIONS:	I certify that the stated export prices and description of goods are true and correct:
Form No. 10-327 Printed and Sold by <b>UNXCO</b> 201 Circle Drive N, Suite 104, Piscataway, NJ 08	(SIGNED)  TITLE:

### Commercial Invoice—Instructions

- 1. Seller—The name and address of the principal party responsible for effecting export from the United States. The exporter as named on the export license.
- 2. Sold To—The name and address of the person/company to whom the goods are shipped for the designated end use, or the party so designated on the export license.
- 3. Ship To (if different than Sold To)—The intermediate consignee—that is, the name and address of the party who effects delivery of the merchandise to the ultimate consignee, or the party so named on the export license or forwarding agent. The name and address of the duly authorized forwarder acting as agent for the exporter.
- 4. Invoice No.—Invoice number assigned by the exporter.
- 5. Customer Reference No.—Overseas customer's reference or order number.
- 6. Terms of Sale—Delivery and payment terms of sales agreement.
- 7. Terms of Payment—Describe the terms, conditions, and currency of settlement as agreed upon by the vendor and purchaser per the pro forma invoice, customer purchase order, and/or the letter of credit.
- 8. Currency of Settlement—Currency agreed upon between seller and buyer as payment.
- 9. Mode of Shipment—Indicate air, ocean, surface.
- 10. Qty—Record total number of units per description line.
- 11. Description—Provide a full description of items shipped, the type of container (carton, box, pack, etc.), the gross weight per container, and the quantity and unit of measure of the merchandise.
- 12. Unit of Measure—Record total net weight and total gross weight (includes weight of container) in kilograms per description line.
- 13. Unit Price / Total Price—Record the unit price of the merchandise per the unit of measure; compute the extended total value of the line.
- 14. Total Value of the Invoice—Total value of the invoice.
- 15. Package Marks—Record in this field, as well as on each package, the package number (for example, "1 of 7," "3 of 7," etc.), shipper's company name, country of origin (for example, "Made in USA"), destination port of entry, package weight in kilograms, package size (length x width x height), and shipper's control number (optional).
- 16. Misc. Charges: (packing, insurance, etc.)—Record any miscellaneous charges that are to be paid by the customer, such as export transportation, insurance, export packaging, inland freight to pier, etc.
- 17. Certifications—Any certifications or declarations required of the shipper regarding any information recorded on the commercial invoice.

pyright © 1998 UNZ & C	ю.	CERTII	FICATE OF ORIG	IN	
HIPPER/EXPORTER			COMMERCIA	AL INVOICE NO.	DATE
U			CUSTOMER	PURCHASE CEDER NO.	B/L, AWB NO.
			COUNTRY O		DATE OF EXPORT 9
ONSIGNEE			EXPORT REI	FERENCES	
2			10		
9					
OTIFY: INTERMEDIAT	E CONSIGNEE				
3					
			AIR/OCEAN	PORT OF EMBARKATION	
ORWARDING AGENT	Г				<b>U</b>
4			EXPORTING	CARRIER/ROUTE	
				12	
QUANTITY	NET WT. (Kilos)	GROSS WT. (Kilos)	<u> </u>	DESCRIPTION OF N	MERCHANDISE
13		15		10	
13	14			16	
CKAGE MARKS:					
47					
17					
The undersigned	18		(0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	· Accest) doos boroby de	alove for the above named abinary
The undersigned _				• /-	eclare for the above named shipper,
					the United States of America.
		on the			
Sworn to before me	tnis	day of		20	
				SIGNATURE	OF OWNER OR AGENT
The	-	21		a recognized Chamber	of Commerce under the laws of the
					per's affidavit concerning the origin
-					ted in the United States of America.
or the merchandise,	, and, according to the	s nest of its knowledge ar			ned in the Office States Of America.
			Secretary	22	

### Certificate of Origin—Instructions

- 1. Shipper/Exporter—Name and address of principal party responsible for effecting export from the United States.
- 2. Consignee—Name and address of the party receiving the merchandise.
- 3. Notify: Intermediate Consignee—Name and address of the party in a foreign country who effects the delivery of the merchandise.
- 4. Forwarding Agent—Name and address of the freight forwarder.
- 5. Commercial Invoice No.—Number assigned by the exporter.
- 6. Customer Purchase Order No.—Number assigned by the exporter.
- 7. B/L, AWB No.—Provided by the freight forwarder or carrier.
- 8. Country of Origin—Actual country of origin of the goods.
- 9. Date of Export—Date of actual export from the United States.
- 10. Export References—Any special reference numbers assigned by the exporters.
- 11. Air/Ocean Port of Embarkation—Port from which the goods are shipped.
- 12. Exporting Carrier/Route—Name of air carrier or vessel and flight number or voyage number.
- 13. Quantity—The total number of packages, cartons, boxes, skids, etc., per description line.
- 14. Net Wt. (Kilos)—Total weight of all packages per description line, excluding outer packaging but including inner packaging, in kilograms.
- 15. Gross Wt. (Kilos)—Total weight of all packages per description line, excluding outer packaging but including inner packaging, in kilograms.
- 16. Description of Merchandise—Full description of items shipped, type of container, gross weight per container, and unit of measure of the merchandise. May also include cross-references to purchase order or commercial invoice numbers.
- 17. Package Marks—The marks recorded on each package, usually including shipper's company name, country of origin (for example, "Made in USA"), destination port of entry, and customer's company name; may also include a shipper's control number and the customer's import license number. "Number" refers to the numbering of the packages in the shipment (for example, —"1 of 30," "2 of 30," etc.).
- 18. The Undersigned—Name of the individual completing and signing the certificate (see Field 20). May be the exporter or agent of the exporter.
- 19. Date—Date the certificate of origin was prepared and signed.
- 20. Signature—The signature of the owner, employee, or agent appearing in Field 18.
- 21. Chamber of Commerce—Name of local chamber of commerce (and state) certifying the origin of the merchandise.
- 22. Secretary—Authorized signature of the local chamber of commerce secretary, and that organization's seal.

# DEPARTMENT OF HOMELAND SECURITY U.S. Customs and Border Protection

OMB No. 1651-0098 Exp. 10-31-2016

# NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN

19 CFR 181.11, 181.22

2. BLANKET PERIOD

	FROM	
	TO	
TAX IDENTIFICATION NUMBER:	10	
3. PRODUCER NAME, ADDRESS AND EMAIL	4. IMPORTER NAME, ADDRESS AND EMA	AIL
TAX IDENTIFICATION NUMBER:	TAX IDENTIFICATION NUMBER:	
5. DESCRIPTION OF GOOD(S)	6. HS TARIFF CLASSIFICATION NUMBER 7. PREFERENCE CRITERION PRO	8. 9. COUNTRY OF ORIGIN
	1100000	
I CERTIFY THAT:  • THE INFORMATION ON THIS DOCUMENT IS TRUE AND ACCURATE	ND I ASSUME THE RESPONSIBILITY FOR	PROVING SUCH
REPRESENTATIONS. I UNDERSTAND THAT I AM LIABLE FOR ANY CONNECTION WITH THIS DOCUMENT;	ALSE STATEMENTS OR MATERIAL OMISS	IONS MADE ON OR IN
• I AGREE TO MAINTAIN AND PRESENT UPON REQUEST, DOCUMEN		
WRITING, ALL PERSONS TO WHOM THE CERTIFICATE WAS GIVEN THIS CERTIFICATE;	F ANY CHANGES THAT COULD AFFECT 1	THE ACCURACY OR VALIDITY OF
• THE GOODS ORIGINATED IN THE TERRITORY OF ONE OR MORE O		
SPECIFIED FOR THOSE GOODS IN THE NORTH AMERICAN FREE T 411 OR ANNEX 401, THERE HAS BEEN NO FURTHER PRODUCTION		
PARTIES; AND  THIS CERTIFICATE CONSISTS OF PAGES, INCLUDING	ALL ATTACHMENTS.	
11a. AUTHORIZED SIGNATURE	11b. COMPANY	
110 NAME	11d. TITLE	
11. 11c. NAME	TIU. TITLE	
11e. DATE 11f. TELEPHONE NUMBERS (Voice) (Facsimile)	11g. E-MAIL	
(Voice) (Facsimile)		CBP Form 434 (11/14)

1. EXPORTER NAME, ADDRESS AND EMAIL

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0098. The estimated average time to complete this application is 15 minutes. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Office of Regulations and Rulings, 90 K Street, NE., Washington DC 20229.

#### NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS

For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

- FIELD 1: State the full legal name, address (including country), e-mail, and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.
- FIELD 2: Complete field if the Certificate covers multiple shipments of identical goods as described in Field #5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.
- FIELD 3: State the full legal name, address (including country), e-mail and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to CBP upon request". If the producer and the exporter are the same, complete field with "SAME." If the producer is unknown, it is acceptable to state "UNKNOWN."
- FIELD 4: State the full legal name, address (including country), e-mail, and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS."
- FIELD 5: Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.
- FIELD 6: For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported.
- FIELD 7: For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter 4 and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.

#### Preference Criteria

- A The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. **Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced."** If the good is an agricultural good, see also criterion F and Annex 703.2. (*Reference: Article 401(a) and 415*)
- B The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value-content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter 4. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(b))
- The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(c))
- D Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value-content requirement specified in Article 401(d). This criterion is limited to the following two circumstances:
  - 1. The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
  - The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.

#### NOTE: This criterion does not apply to Chapters 61 through 63 of H.S. (Reference: Article 401(d))

- E Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (Reference: Annex 308.1)
- F The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country. NOTE 2: A tariff rate quota is not a quantitative restriction.
- FIELD 8: For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.
- FIELD 9: For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated according to the net cost method; otherwise, indicate "NO." If the RVC is calculated over a period of time, further identify the beginning and ending dates (MM/DD/YYYY) of that period. (Reference: Article 402.1, 402.5)
- FIELD 10: Identify the name of the country ("MX" or "US" for agricultural and textile goods exported to Canada; "US" or "CA" for all goods exported to Mexico; or "CA" or "MX" for all goods exported to the United States) to which the preferential rate of CBP duty applies, as set out in Annex 302.2, in accordance with the Marking Rules or in each party's schedule of tariff elimination.

  For all other originating goods exported to Canada, indicate appropriately "MX" or "US" if the goods originate in that NAFTA country, within the meaning of the NAFTA Rules of Origin Regulations, and any subsequent processing in the other NAFTA country does not increase the transaction value of the goods by more than 7 percent; otherwise indicate "JNT" for joint production. (Reference: Annex 302.2)
- FIELD 11: This field must be completed, signed, and dated by the exporter. When the Certificate is completed by the producer for use by the exporter, it must be completed, signed, and dated by the producer. The date must be the date the Certificate was completed and signed.

CBP Form 434 (11/14)

# **PACKING LIST**

© Copyright 2	001 Unz & Co.								
								Place and Date of Shipment	20
То								Place and Date of Snipment	
10									
Gentleme	en:								
	Under y	our Orde	r No					the mater	ial listed below
was ship	ped		via						
То									
		Shipment consis	sts of:		Mari	ks			
	Cases		Package	es					
	Crates		Cartons						
	Bbls.		Drums						
	Reels								
		* LEGAL W	EIGHT IS WEIG	GHT OF ARTICL	E PLUS PAP	ER, BOX, BOTT	LE, ETC., CONT.	AINING THE ARTICLE AS USUALLY CARRIED IN STOCK.	
PACKAGE	WEIGH GROSS	TS IN LBS. or			DIMENSION	NS	QUANTITY	CLEARLY STATE CONTENTS	
PACKAGE NUMBER	WEIGHT EACH	WEIGHT EACH	NET WEIGHT EACH	HEIGHT	WIDTH	LENGTH	QUANTITY	OF EACH PACKAGE	
Form No. 30-0	036 Printed and	Sold by UN	201 Circle	Drive N, Suite	104, Piscataw	vay, NJ 08854	(800) 631-3098	www.unzco.com	

**ORIGINAL** 

OPEN POLICY NO.

CERTIFICATE NO.

A2310

2952305

FOREMAN'S FUND INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA ATLANTIC DIVISION, 110 WILLIAM STREET NEW YORK, NEW YORK 10038

\$125,000.000

The company named above in consideration of premium in the amount of and at rates as arranged and subject to the Conditions and Warranties specified and/or attached hereto, does by this policy insure

ASSURED Metalworking Machines, Inc.

as well in their own name as in that of those to whomsoever the subject matter of this Policy does, may, or shall appertain.

IN THE SUM OF One hundred twenty-five thousand and 00/100-----

UPON steel grinders with accessories

CONTAINER-HOUSE/HOUSE
CONTAINER-PORT/PORT
CONTAINER-OTHER
NON-CONTAINER

VALUED AT SUM OR SUMS INSURED

LADEN (UNDER DECK) ON BOARD THE VESSEL/AIRLINE:

S/L Adventurer

destination

B/L OR SAILING DATE: 9-30-2006

(LOST OR NOT LOST) AT AND FROM (INITIAL POINT/PORT): LOSS IF ANY PAYABLE TO THE ORDER OF THE ASSURED AT:

Interior USA via Baltimore

TO (FINAL POINT/PORT):

Taipei Taiwan via Kaoshiung

Insured against all risks of physical loss or damage from any external cause irrespective of percentage, but excluding the risks excluded by the "F.C.&S." and/or "S.R.&C.C." warranties on the reverse side of this policy except to the extent that such risks may be specifically covered by endorsement also warranted free from any claim arising out of the inherent price of the goods insured or consequent upon loss of time or market.

This insurance attaches from the time the goods leave the warehouse at the place named in the policy for the commencement of the transit and continues during the ordinary course of transit until the goods are delivered to the final warehouse at the destination named in the policy.

It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured.

The risks covered by this policy include loss, damage, or expense resulting from explosion howsoever or wheresoever occurring, irrespective of percentage, but it is especially understood and agreed that this wording is not intended to cover any of the risks excluded by the F.C.&S. and/or S.R.&C.C. Warranties set forth elsewhere in the policy.

In the event of the vessel, wharf, warehouse, conveyance, or other cargo being fumigated by order of property constituted authority and damage arises therefrom to the goods insured hereunder, this Company agrees to indemnify the Assured for such damage irrespective of percentage.

General Average and Salvage Charges payable according to United States laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) in accordance with the Contract of Affreightment.

In cases of any loss or misfortune, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labor, and travel for, in, and about the defense, safeguard, and recovery of the interest insured, or any part thereof, without prejudice to this insurance; to the charges whereof this Company shall contribute according to the trate and quantity of the sum hereby insured; nor shall the acts of the Assured or the Company in recovering, saving, or preserving the property insured; nor disaster, be considered as a waiver or acceptance of abandonment.

In case of any agreement, act, or omission of the Assured, prior or subsequent to loss, whereby any right of recovery of the Assured for loss or damage to any property insured hereunder against any Carrier or Bailee, is released, impaired, or lost, which would on acceptance of abandonment or payment of loss by this Company have inured to its benefit, but for such agreement, act, or omission, this Company shall pay for the loss only to the extent its right of recovery was not released, impaired, or lost.

This insurance is subject to the American Institute Marine Extension Clauses (1943) and the following American Institute Clauses as if the current form of each were endorsed hereon:

South America 60-Day Clause S.R.&C.C. Endorsement War Risk Insurance

It is hereby understood and agreed that in case of loss and damage to the property insured under this policy, same shall be immediately reported as soon as the goods are landed, or the loss is known or expected, to the nearest agent of this Company as designated on the reverse side hereof.

(See reverse side for further terms and conditions which are hereby made a part of this Policy.)

NOTE—It is necessary for the assured to give prompt notice to underwriters when he becomes aware of an event for which he is "held covered" under this policy and the right to such cover is dependent on compliance with this obligation.

In witness whereof the company named above has caused this policy to be signed by its duty authorized officers, but this policy shall not be valid unless countersigned by an authorized representative of this Company or the Assured.

Secretary President

Endorsement – Counteragreed at Baltimore MD 9-30-2006
Date

I. U.S. PRI	INCIPAL PARTY IN INTEREST (U	SPPI) (Complete name and address)				INLAND CARRIER SHIP DATE PRO				PRO NO.	
				ZIP CODI	E	2. DATE OF E	EXPORTATION		3. TRANSPOR	RTATION REFERENCE NO.	
USPPI'S	EIN (IRS) OR ID NO.	c. PARTIES		ACTION lon-related		SPECIAL I	NSTRUCTION	NS			
• ULTIM/	ATE CONSIGNEE (Complete nam	ne and address)									
o. INTERI	MEDIATE CONSIGNEE (Complete	e name and addi									
FORW	ADDING ACENIT (Complete named	and address				SHIP VIA	OCEAN	☐ CON	SOLIDATE	☐ DIRECT	
I. FORW	ARDING AGENT (Complete name	and address)					_		R'S LE		
FORW	ARDING AGENT'S EIN (IRS) NO.					6. POINT (ST	ATE) OF ORIGIN	I OR FTZ NO.	7. COUNTRY	OF ULTIMATE DESTINATIO	
LOADIN	G PIER (Vessel only)	9. METHOD (	OF TRANSPO	ORTATION (Sp	ecify)	14. CARRIER	IDENTIFICATIO	N CODE	15. SHIPMEN	T REFERENCE NO.	
EXPORT	TING CARRIER	11. PORT OF	EXPORT			16. ENTRY N	UMBER		DUS MATERIALS		
PORT OF	UNLOADING (Vessel and air only)	13. CONTAIN	ERIZED (Ve	• • • • • • • • • • • • • • • • • • • •		18. IN BOND	CODE	19		19. ROUTED EXPORT TRANSACTION  Yes No	
SCHEDU	JLE B DESCRIPTION OF COMMO	DDITIES (Use col	umns 22–24	)			VIN	I/PRODUCT NU	MBER/	VALUE (U.S. dollars, omit cents)	
	SCHEDULE B NUMBER (22)	E B NUMBER SCHE				ING WEIGHT (ilograms)			NUMBER (Selling price or sold) (26)		
LICENSE	E NO./LICENSE EXCEPTION SYM			<b>28.</b> ECCN (		. ,		ER MUST C	HECK	PREPAID OF COLLECT	
	29. Duly authorized officer or employee The USPPI authorizes the forward act as forwarding agent for export customs purposes.			ng agent for e ses.	xport c	er named above to control and C.O.D. AMOUNT \$					
			ed herein ar	a 4min and and	rect an	d that I have re	sHIP		TRUCTIONS	IN CASE OF INABIL	
I certify t and und the Shi sale, ma informati	that all statements made and all interstand the instructions for prepare ipper's Export Declaration."  by be imposed for making false or from four or violation of U.S. laws on the U.S.C. App. 2410).	ormation contain tion of this docur understand that	nent, set for civil and crir	th in the <b>"Cor</b> ninal penalties	. includ	dina forfeiture a	TO D			T AS CONSIGNED:	
I certify t and und the Shi sale, ma informati 1001; 50	erstand the instructions for prepara ipper's Export Declaration." I by be imposed for making false or for ion or for violation of U.S. laws on	formation contain tion of this docur understand that raudulent statem exportation (13 U	nent, set for civil and crir ents herein, .S.C. Sec. 3 fidential - Sh ment) wherever secretary determ	th in the "Cor ninal penalties failing to provi 05; 22 U.S.C. ipper's Export Dec located, shall be e	larations	ding forfeiture at requested 01; 18 U.S.C. S (or any successor om public disclosure rould be contrary to be	TO D ec.  A	ELIVER CO BANDON ELIVER TO	☐ RETUF	T AS CONSIGNED: RN TO SHIPPER	
I certify t and und the Shi sale, ma informati 1001; 50 ature	erstand the instructions for prepara ipper's Export Declaration." I by be imposed for making false or for ion or for violation of U.S. laws on	ormation contain tion of this docur understand that raudulent statem exportation (13 U	nent, set for civil and crir ents herein, .S.C. Sec. 3 fidential - Sh ment) wherever secretary determ nal interest (Titl ort shipments are	th in the "Cor ninal penalties failing to provi 05; 22 U.S.C. ipper's Export Dec located, shall be e innes that such exe e 13, Chapter 9, Si	larations exempt from the section 30	ding forfeiture at requested 01; 18 U.S.C. S (or any successor om public disclosure rould be contrary to be	TO D ec.  A unless he D	BANDON ELIVER TO	☐ RETUF	RN TO SHIPPER	
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ORIGINAL

#### INTERNATIONAL BANKING GROUP

# **Bizbank Corporation**

P.O. BOX 1000, ATLANTA GEORGIA 30302-1000 CABLE ADDRESS: BizbC TELEX NO. 1234567 SWIFT NO. BBZABC 72

OUR ADVICE NUMBER: EA0000091

ADVICE DATE: 08MAR2006 \*\*\*\*AMOUNT\*\*\*\* USD\*\*\*\*25,000.00 ISSUE BANK REF: 3312/HBI/22341 EXPIRY DATE: 23JUN2006

BENEFICIARY:

APPLICANT: THE WALTON SUPPLY CO. HHB HONG KONG 2356 SOUTH N.W. STREET 34 INDUSTRIAL DRIVE ATLANTA, GEORGIA 30345 CENTRAL, HONG KONG

WE HAVE BEEN REQUESTED TO ADVISE TO YOU THE FOLLOWING LETTER OF CREDIT AS ISSUED BY:

THIRD HONG KONG BANK 1 CENTRAL TOWER HONG KONG

PLEASE BE GUIDED BY ITS TERMS AND CONDITIONS AND BY THE FOLLOWING:

CREDIT IS AVAILABLE BY NEGOTIATION OF YOUR DRAFT(S) IN DUPLICATE AT SIGHT FOR 100 PERCENT OF INVOICE VALUE DRAWN ON US ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

- 1. SIGNED COMMERCIAL INVOICE IN 1 ORIGINAL AND 3 COPIES.
- 2. FULL SET 3/3 OCEAN BILLS OF LADING CONSIGNED TO THE ORDER OF THIRD HONG KONG BANK, HONG KONG NOTIFY APPLICANT AND MARKED FREIGHT COLLECT.
- 3. PACKING LIST IN 2 COPIES.

EVIDENCING SHIPMENT OF : 5000 PINE LOGS—WHOLE—8 TO 12 FEET

FOB SAVANNAH, GEORGIA

SHIPMENT FROM: SAVANNAH, GEORGIA TO: HONG KONG

LATEST SHIPPING DATE: 02JUN2006

PARTIAL SHIPMENTS NOT ALLOWED TRANSSHIPMENT NOT ALLOWED

ALL BANKING CHARGES OUTSIDE HONG KONG ARE FOR BENEFICIARY'S ACCOUNT. DOCUMENTS MUST BE PRESENTED WITHIN 21 DAYS FROM B/L DATE.

AT THE REQUEST OF OUR CORRESPONDENT, WE CONFIRM THIS CREDIT AND ALSO ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US.

PLEASE EXAMINE THIS INSTRUMENT CAREFULLY. IF YOU ARE UNABLE TO COMPLY WITH THE TERMS OR CONDITIONS, PLEASE COMMUNICATE WITH YOUR BUYER TO ARRANGE FOR AN AMENDMENT.

F	Pay to the Or	der of		5		of this <i>I</i>	FIRST of	Exchange (Second unpaid)  United States Dollars
	or Value rec	eived and	d charg		same to	accour	nt of	8
1	lo. 7							Authorized Signatu
entlemen: e enclose	9 Oraft Number	•	aı	nd docur	nents belo	OW	☐ for	Date lection,
BILLS F LADING	B/L COPY	COMM. INV.	INS. CTF.	CTF. ORIG.	CONS. INV.	PKNG. LIST	WGT. CTF.	yment/negotiation under L/C OTHER DOCUMENTS
		Ple	ase hand	dle in acc	cordance	with instru	uctions mar	ked "X"
Deliver documents in two mailings.  Deliver documents against payment if sight draft, or acceptance if time draft.  All charges for account of drawee.  Do not waive charges.  Protest for non-payment non-acceptance 17						Name_ Addres	empowered by To act fully on waiving of pro	us: our behalf, i.e., authorize reductions; extensions, free delivery, test, etc. btaining acceptance or payment of draft, as drawn, but not to
ease refer a Shipper	TRUCTIONS:  all questions corrwarder:	21 accerning this	s collectio	on to:				23
rieigntro		,						

### Draft Transmittal Letter—Instructions

- U.S. Dollars—Enter the entire amount to be collected; if not in U.S. dollars, specify currency.
- 2. Date—enter the date the draft is issued.
- 3. of this First Exchange (Second Unpaid)—Enter the terms of payment (also called the "tenor" of the draft); at 45 days, at sight, at 30 days B/L, etc. "Second Unpaid" refers to the duplicate copy of the draft ("of this Second Exchange, First Unpaid"); once payment has been made against either copy, the other becomes void.
- 4. Pay to the Order of—Enter the name of the party to be paid (seller, "payee"); this may be the seller or the seller's bank, and will be the party to whom the foreign buyer's bank will remit payment.
- United States Dollars—Enter the amount from Field 1 in words; if payment is not to be made in U.S. dollars, block out "United States Dollars" and enter correct currency.
- 6. Charge to Account of—Enter the name and address of the paying party (buyer "drawee"). For letter of credit (L/C) payments, enter the name and address of the buyer's opening bank as well as the L/C number and issue date
- Number—Enter an identification, or draft number, as assigned by the seller to reference the transaction.
- Authorized Signature—The signature of the authorized individual for the seller or the seller's agents ("drawer").
- Forward Draft to—Enter the name and address to whom the draft is being sent. Unless this is a letter of credit being negotiated in the United States, this should be the name and address of a foreign bank.
- Forwarding Date—Enter the date the draft is being sent to the bank in Field 9.
- 11. Draft Number—Enter the seller's draft number, as noted in Field 7.
- Purpose of Draft—Check the applicable box if the draft is part of letter of credit negotiation, a collection, or an acceptance.
- 13. List of Documents—Enter the number and type of each original and duplicate document to be included with this transmittal letter. Any document attached will eventually be released to the buyer.
- 14. Deliver All Documents—Check either "deliver all documents in one mailing" or "deliver documents in two mailings." Generally, documents are delivered in one mailing.

- 15. Deliver Documents Against—Ensure that the type of draft attached (Field 3) is compatible with the "deliver against" instructions. Sight drafts should accompany "deliver against payment" instructions, while time drafts should accompany "deliver against acceptance" instructions.
- 16. Bank Charges—The correspondent bank will not pay unless all charges are collected. Based on your agreement with the buyer, indicate which party is responsible for both the remitting and presenting bank's charges. By checking "all charges of account of drawee," the buyer is responsible for these charges; if the buyer does not pay (or is not to pay) these charges, and if "do not wave charges" has not been checked, the seller will be billed for expenses incurred.
- 17. Protest—Check "Protest" (specify "for non-payment" or for "non-acceptance," depending on the type of draft attached—see instruction for Field 15) if you wish the correspondent bank to process written, notarized documentation in event that the buyer refuses to pay or accept the draft. Additional bank expenses associated with a protest are usually charged to the seller.
- 18. Present on Arrival—Check if you wish the draft to be presented on the arrival of the goods to the buyer.
- Advise—Check the appropriate fields, and block out the non-applicable terms, if you wish to be advised of payment/acceptance or non-payment or non-payment/non-acceptance.
- in Case of Need—Enter the representative of the seller in the country
  to which the draft and documents are going, if one exists; check the box
  which describes the representative's authority.
- 21. Other Instructions—Enter any instructions to either the remitting or correspondent banks, such as remittance instructions, clarification of protest procedures, multiple-draft instructions, etc.
- 22. Refer All Questions—Enter the name of the contact, and his/her address and telephone number, in the seller's country; specify if this contact is employed by the shipper (seller) or the seller's agent (freight forwarder).
- Authorization—Enter the person authorized to sign the transmittal letter (see Field 8), the date prepared, and the authorized person's signature.