

may be authorized by law or regulations.

(b) *Agreement to Pay Duties, Taxes, and Charges.* The obligors agree to pay any duties, taxes, and charges found to be due on any merchandise, properly admitted to the foreign trade zone or subzone, which is found to be missing from the zone or cannot be accounted for in the zone, it being expressly understood and agreed that the amount of said duties, taxes, and charges shall be determined solely by Customs.

(c) *Reimbursement and Exoneration of the United States.* The obligors agree to:

(1) Exonerate the United States and its officers from any risk, loss, or expense arising from the principal's operation of the foreign trade zone or subzone;

(2) Pay the compensation and expenses of any Customs officer, as required by law or regulations.

(d) *Payment of Annual Fee.* The principal agrees to pay timely any annual fee or fees as provided in the Customs Regulations. If the principal defaults, the obligors agree to pay liquidated damages equal to the amount of the annual fee due but not paid and an amount equal to one percent of the annual fee for each of the first seven days the annual fee is in arrears, two percent of the annual fee for each of the succeeding seven days the annual fee is in arrears, and three percent of the annual fee for each day thereafter in which the annual fee is in arrears.

[T.D. 84-213, 49 FR 41171, Oct. 19, 1984, as amended by T.D. 86-16, 51 FR 5063, Feb. 11, 1986; T.D. 88-72, 53 FR 45902, Nov. 15, 1988; T.D. 94-81, 59 FR 51495, Oct. 12, 1994; T.D. 01-26, 66 FR 16854, Mar. 28, 2001]

§ 113.74 Bond conditions to indemnify a complainant under section 337 of Tariff Act of 1930, as amended.

A bond to indemnify a complainant under section 337 of the Tariff Act of 1930, as amended, must contain the conditions listed in appendix B to this part. The bond must be a single entry bond and must be filed in accordance with the provisions set forth in 19 CFR 12.39(b)(2). For the forfeiture or return of this bond, the provisions of 19 CFR 210.50(d) will apply.

[T.D. 00-87, 65 FR 77815, Dec. 13, 2000]

§ 113.75 Bond conditions for deferral of duty on large yachts imported for sale at United States boat shows.

A bond for the deferral of entry completion and duty deposit pursuant to 19 U.S.C. 1484b for a dutiable large yacht imported for sale at a United States boat show must conform to the terms of appendix C to this part. The bond must be filed in accordance with the provisions set forth in § 4.94a of this chapter.

[68 FR 13626, Mar. 20, 2003]

APPENDIX A TO PART 113—AIRPORT
CUSTOMS SECURITY AREA BOND
AIRPORT CUSTOMS SECURITY AREA BOND

(name of principal)
of _____
and _____

(name of surety)
of _____
are held and firmly bound unto the United States of America in the sum of _____ dollars (\$____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, 19____.
WHEREAS, the principal (including the principal's employees, agents, and contractors) desires access to Customs airports security areas located at _____ Airport during the period of one year beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, both dates inclusive;

Now, Therefore, the Condition of this Obligation is Such That—

The principal agrees to comply with the Customs Regulations applicable to Customs security areas at airports.

If the principal defaults on the condition of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of \$1,000 for each default or such other amount as may be authorized by law or regulation.

Signed, Sealed, and Delivered in the Presence of—

Name
Address

Name
Address
Principal (SEAL)

Name
Address

Name
Address

Name
Address
Surety (SEAL)

Name
Address

[54 FR 10536, Mar. 14, 1989]

APPENDIX B TO PART 113—BOND TO INDEMNIFY COMPLAINANT UNDER SECTION 337, TARIFF ACT OF 1930, AS AMENDED

This appendix contains the bond to indemnify a complainant under section 337 of the Tariff Act of 1930, as amended. The provisions contained in §§12.39(b)(2) and 113.74 of the Customs Regulations (19 CFR Chapter I) and §210.50(d) of the U.S. International Trade Commission Regulations (19 CFR Chapter II) apply.

BOND TO INDEMNIFY COMPLAINANT UNDER SECTION 337, TARIFF ACT OF 1930, AS AMENDED

as principal and as surety, are held and bound to as the complainant in U.S. International Trade Commission case/investigation number of unfair practices or methods of competition in import trade in violation of section 337, Tariff Act of 1930, as amended, in the sum of dollars (\$), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these conditions.

Pursuant to the provisions of section 337, Tariff Act of 1930, as amended, the principal and surety recognize that the Commission has, according to the conditions described in its order, excluded from, or authorized, entry into the United States of the following merchandise

under entry number, dated. The principal and surety recognize that the Commission has excluded that merchan-

dise from entry until its investigation is completed, or until its decision that there is a violation of section 337 becomes final.

The principal and surety recognize that certain merchandise excluded from entry by the Commission was, or may be, offered for entry into the United States while the Commission's prohibition is in effect.

The principal and surety recognize that the principal desires to obtain a release of that merchandise pending a final determination of the merchandise's admissibility into the United States, as provided under section 337, and, for that purpose, the principal and surety execute this stipulation:

If it is determined, as provided in section 337 of the Tariff Act of 1930, as amended, to exclude that merchandise from the United States, then, on notification from the port director of Customs, the principal is obligated to export or destroy under Customs supervision the merchandise released under this stipulation within 30 days from the date of the port director's notification.

The principal and surety, jointly and severally, agree that if the principal defaults on that obligation, the principal and surety shall pay to the complainant an amount equal to the face value of the bond as may be demanded by him/her under the applicable law and regulations.

Witness our hands and seals this day of (month), (year).

(seal)

Principal

(seal)

Surety

[T.D. 00-87, 65 FR 77815, Dec. 13, 2000; 65 FR 80497, Dec. 21, 2000]

APPENDIX C TO PART 113—BOND FOR DEFERRAL OF DUTY ON LARGE YACHTS IMPORTED FOR SALE AT UNITED STATES BOAT SHOWS

BOND FOR DEFERRAL OF DUTY ON LARGE YACHTS IMPORTED FOR SALE AT UNITED STATES BOAT SHOWS

as principal, and as surety, are held and firmly bound to the UNITED STATES OF AMERICA in the sum of dollars (\$), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these conditions.

Pursuant to the provisions of 19 U.S.C. 1484b, the principal has imported at the port of a dutiable large yacht (exceeding 79 feet in length, used primarily for recreation or pleasure, and previously sold by a manufacturer or dealer to a consumer) identified as for sale at a boat show in the United States with deferral of entry

completion and duty deposit and has executed this obligation as a condition precedent to that deferral.

A failure to inform Customs in writing of an exportation, or to complete the required entry, within the 6-month bond period will give rise to a claim for liquidated damages unless the principal informs Customs of the exportation or completes the entry within the time limits prescribed in 19 CFR 4.94a. If the principal fails to comply with any condition of this obligation, which includes compliance with any requirement or condition set forth in 19 U.S.C. 1484b or 19 CFR 4.94a, the principal and surety jointly and severally agree to pay to Customs an amount of liquidated damages equal to twice the amount of duty on the large yacht that would otherwise be imposed under sub-heading 8903.91.00 or 8903.92.00 of the Harmonized Tariff Schedule of the United States. For purposes of this paragraph, the term duty includes any duties, taxes, fees and charges imposed by law.

The principal will exonerate and hold harmless the United States and its officers from or on account of any risk, loss, or expense of any kind or description connected with or arising from the failure to store and deliver the large yacht as required, as well as from any loss or damage resulting from fraud or negligence on the part of any officer, agent, or other person employed by the principal.

WITNESS our hands and seals this _____ day of _____ (month), _____ (Year).

(Name) (Address)

[SEAL]
(Principal)

[SEAL]
(Name) (Address)

[SEAL]
(Surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the* _____ of the corporation named as principal in the attached bond; that _____, who signed the bond on behalf of the principal, was then _____ of that corporation; that I know his signature, and his signature to the bond is genuine; and that the bond was duly signed, sealed, and attested for and in behalf of the corporation by authority to its governing body.

(CORPORATE SEAL)
(To be used when no power of attorney has been filed with the port director of customs.)

*May be executed by the secretary, assistant secretary, or other officer of the corporation.

[68 FR 13626, Mar. 20, 2003]

PART 114—CARNETS

Sec.
114.0 Scope.

Subpart A—General Provisions

114.1 Definitions.
114.2 Customs Conventions and Agreements.
114.3 Carnets.

Subpart B—Issuing and Guaranteeing Associations

114.11 Approval.
114.12 Termination of approval.

Subpart C—Processing of Carnets

114.21 Acceptance.
114.22 Coverage of carnets.
114.23 Maximum period.
114.24 Additions.
114.25 Replacement of carnets.
114.26 Discharge, nonacceptance, or cancellation of carnets.

Subpart D—Miscellaneous

114.31 Restrictions.
114.32 Samples for taking orders.
114.33 Action against carnet user.
114.34 Cancellation of erroneous charges.

AUTHORITY: 19 U.S.C. 66, 1202 (General Note 3(i), Harmonized Tariff Schedule of the United States), 1623, 1624.

SOURCE: T.D. 70-134, 35 FR 9261, June 13, 1970, unless otherwise noted.

§ 114.0 Scope.

This part is concerned with the use of international Customs documents known as carnets. It also contains provisions concerning the approval of associations to issue carnets in the United States covering merchandise to be exported and to guarantee carnets issued abroad covering merchandise to be imported. The carnet serves simultaneously as a Customs entry document and as a Customs bond.

Subpart A—General Provisions

§ 114.1 Definitions.

The following are general definitions for the purpose of part 114: