Tariff Act of 1930, as amended. The provisions contained in §§12.38(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 TOTO 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 $_______, 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 merchandise 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).

**Principal**

**Surety**

[seal]

**APPENDIX C TO PART 113—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 $_______, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these conditions.

Pursuant to the provisions of 19 U.S.C. 1449b, the principal has imported at the port of ______, a dutiful 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. 1449b 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 subheading 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).**
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ____________, certify that I am the* principal of the corporation named as principal in the attached bond; that ____________, who signed the bond on behalf of the principal, was then principal 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)

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

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

68 FR 13626, Mar. 20, 2003

APPENDIX D TO PART 113—IMPORTER SECURITY FILING BOND

This appendix contains the relevant terms and conditions for Importer Security Filing Bonds.

Importer Security Filing Bond

KNOW ALL MEN BY THESE PRESENTS, that ____________, of ____________, having Customs and Border Protection (CBP) Identification Number ____________, and ____________, as surety are held and firmly bound unto the United States of America up to 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.

Whereas, the named principal (including the named principal’s employees, agents and contractors) agrees to comply with all Importer Security Filing requirements set forth in 19 CFR part 149, including but not limited to providing security filing information to CBP in the manner and in the time period prescribed by regulation.

If the principal defaults on the conditions of this obligation, the principal and surety jointly and severally, agree to pay liquidated damages of $5,000 for each violation, or such other amount as may be authorized by law or regulation upon demand by CBP.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

__________________________
(Name) (Address)

__________________________
(Name) (Address)

__________________________
(Principal Name) (Seal)

__________________________
(Surety Name) (Seal)

__________________________
(Surety Mailing Address)

__________________________
(Surety Agent Name)

__________________________
(Surety Agent ID Number)

74 FR 68377, Dec. 24, 2009

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.