

Company: _____
 Address: _____
 Country/ Postal Code / City: _____ Contact person: _____
 Phone: _____ Fax: _____ E-Mail: _____
 EORI No.: _____ Branch No.: _____
 AEO Certificate: _____

CUSTOMS POWER OF ATTORNEY

for Export Declarations

–as a Direct Representative –

We hereby instruct and authorise
 until revoked in writing the company _____

to clear our outgoing export shipments through customs on our behalf and for our account in accordance with Article 5(2) of the Community Customs Code on the basis of the ADSp (**), to complete the customs declaration, to sign it legally binding and to carry out all necessary actions in connection with the customs clearance.

The signatory confirms:

- We are the exporter/seller of the goods to be declared (*).
- The goods are, unless otherwise stated, products originating in the EU (*).
- We will provide the customs tariff number separately in good time. If a customs tariff number is not available at the time of import declaration, the agent is entitled to the independent determination on the basis of the present information.
- We are an approved exporter (*). Our authorisation number is: _____
- We are an authorized exporter (*). Our authorisation number is: _____
- The goods are not dual use goods and do not require export authorisation; otherwise we will provide all necessary authorisations in the original in good time.
- Obligations regarding the foreign trade law are under our responsibility. Existing embargoes and restrictions as well as other limitations, in particular based on customs legislation, as well as international and/or policy measures related to international trade have been complied with.
- We assume sole responsibility for the completeness, accuracy and authenticity of all documents and information that are necessary for the execution of our instructions. The agent has neither to verify nor to supplement this.
- The agent is entitled to grant sub-authorisation of this Power of Attorney.
- We agree for the use and storage of our data for the purpose of the agreed contractual activities.

place, date	name	company stamp / legally binding signature
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(*) Please delete where not applicable

(**) We operate exclusively in accordance with the latest version of the Allgemeinen Deutschen Spediteurbedingungen - ADSp - (German Freight Forwarders' General Terms and Conditions). These limit in clause 23 ADSp the legal liability for damage to goods in case of damage to goods whilst in the care of a forwarder to € 5/kg, in accordance with Art. 431 of the German Commercial Code (HGB); in case of multimodal transports including sea transport to 2 SDR/kg. In addition the liability is limited to € 1 Million per damage respectively to € 2 Million per event or 2 SDR/kg whichever is the greater. The parties agree subsidiary, that (1) clause 27 ADSp does neither extend the liability nor the responsibility of the forwarder for agents, servants, employees or crewmembers beyond legal regulations as Art. 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI for the benefit of the principal, (2) the freight forwarder as a sea carrier is only liable for fault of his own part in case of risks provided in Art. 512 paragraph 2 no. 1 HGB such as default in navigation of the ship or fire on board and (3) the freight forwarder as a carrier defined in CMNI is relieved of liability in compliance with the requirements provided in Art. 25 paragraph 2 CMNI such as default in navigation of the ship, fire on board or defects of vessel.