Company: _____

Address: _____

Country / Postal Code / City: _____ Contact person: _____

Phone: _____ Fax: _____ E-Mail: _____

EORI No.: _____ Branch No.: _____

AEO Certificate: _____

CUSTOMS POWER OF ATTORNEY

for Import Declarations

– as a Direct Representative –

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

to clear our incoming import 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 lodge the customs declaration and the valuation declaration, to sign these documents legally binding. Where necessary the company is authorised - to file applications for import documents and to claim and receive for repayments and remissions on our behalf, as well as to receive import refunds in our name.

The signatory confirms:

- We are buyer of the goods to be declared / act with authority of the buyer (*).
- We take responsibility for and undertake to pay any duties and charges relating to the customs clearance, incurred by the principal.
- The leaflet 'customs value' for the form D.V.1 is understood by us. We are committed to respect all relevant requirements contained therein as well as any subsequent amendments and to advice them to our agent in good time before lodging the customs value declaration. A relationship within the meaning of Article 143 CCIP does / does not exist (*).
- We will provide any documents necessary for customs clearance in the individual case to our agent. These include, but are not limited to, import permits, import licenses and valid proofs of origin, that we wish to use in order to claim tariff preferences.
- 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.
- 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 the orders. 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.
- We are entitled to the full VAT deduction (*).

_____

place, date | name | company stamp / legally binding signature

(*) 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.

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