

Company: _____

Address: _____

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

Phone: _____ Fax: _____ E-Mail: _____

EORI No.: _____ Branch No.: _____

AEO Authorisations: _____

CUSTOMS POWER OF ATTORNEY

for Import Declarations

– as a Direct Representative –

We hereby instruct and authorise until revoked in writing the company **Pahlhammer Speditionen- und Lagergesellschaft mbH, Hamburg** to clear our incoming import shipments through customs on our behalf and for our account in accordance with Article 18 of the Union 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 payments 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 advise them to our agent in good time before lodging the customs value declaration. A relationship within the meaning of Article 127 UCC-IA 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 and the description of the goods 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 committed to provide our existing or subsequently issued binding tariff information to our agent without further request. We will inform the agent in due time if a binding tariff information becomes invalid.
- 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 (*).

(*) Please delete where not applicable

(**) We operate exclusively in accordance with latest version of the Allgemeinen Deutsche Spediteurbedingungen (German Forwarder's General Terms and Conditions of Trading) or, if these are not applicable to the provision of logistics services, in accordance with the Logistics General Terms and Conditions (Logistik-AGB). These limit in paragraph 23 ADSp the legal liability for damage to goods in the case of damages to goods whilst in the care of a forwarder to 5 EUR/kg, in accordance with § 431 of the German Commercial Code (HGB); in case of multimodal transports, including sea transport to 2 SDR (special drawing rights)/kg plus, further in this, per damage or event to EUR 1 MIO or 2 MIO respectively, or 2 SDR/kg whichever is the greater. The parties agree subsidiary, that paragraph 27 ADSp does neither extend the liability nor responsibility of the forwarder for agents, servants, employees or crewmembers beyond legal regulations as Art. 25 MC, Art. 36 CIM, Art. 21 CMNI, § 660 HGB for the benefit of the principal. The application of "Allgemeine Deutschen Transport- und Lagerbedingungen" (General German Transport and storage conditions) DTLB or other AGB's (General Terms and conditions) is excluded.

PAHLHAMMER

Speditons- & Lagergesellschaft mbH

At the same time we make use of the offer to settle the customs duties and taxes by direct debit authorization at maturity 10 days after customs clearance. Thereby we save the commission of 1,5% of the advanced amount. For this you can use the below account:

Bank:

for the total amount of the invoice

only for duty and tax

IBAN:

SWIFT/BIC:

place, date

name

company stamp/ legally binding signature

Please send original authority to Pahlhammer, maybe first per FAX: +49.40.75060540
Customs clearance can only be done after receipt of original customs power of attorney