

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

**ETS Transport & Logistics GmbH  
Violenstraße 27  
28195 Bremen**

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 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.
- As far as we are the holder of the current authorisations relevant for customs clearance, we shall transmit these in good time before clearance.
- 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 responsibility for the completeness, accuracy and authenticity of the documents and information that are necessary for the execution of the orders. Clause 4.1 2nd sentence ADSp 2017 remains unaffected..
- 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 (\*).

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place, date

name

company stamp / legally binding signature

(\*) Please delete where not applicable

(\*\*)We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017). Note: In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8.33 SDR/kg additionally to Euro 1.25 million per damage claim and EUR 2.5 million per damage event, but not less than 2 SDR/kg.  
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