

CUSTOMS POWER OF ATTORNEY
for import declarations
– as a direct representative –

IN

Company:		
Address:		
Contry-ZIP Code-Place:		
Contact Person:		
Phone:	Fax:	E-Mail:
EORI- / customs permit nr:		
VAT-ID-nr:		
AEO-certificate:		
Commercial register (place + nr):		
Tax number:		
Tax authority (place):		

We hereby instruct and authorise until revoked in writing the company



ITG Air & Sea GmbH

Headquarters: Eichenstrasse 2, 85445 Schwaig

inclusive all branches in Germany, hereafter shortly named as „ITG“

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 repayments and remissions on our behalf, as well as to receive import refunds in our name, if necessary.

The signatory confirms:

1. We are the buyer of the goods to be declared / We are acting with authority of the buyer **[*]**.
2. We take responsibility for and undertake to pay any duties and charges relating to the customs clearance, incurred by the principal.
3. The factsheet 'customs value' for the form D.V.1 is understood by us (factsheet 0466, www.zoll.de, area service, section forms). We are committed to respect all relevant requirements contained therein as well as any subsequent amendments and to advise them to ITG in good time before lodging the customs value declaration. A relationship within the meaning of Article 127 UCC-IA does exist / does not exist **[*]**.
4. We will provide any documents necessary for customs clearance in the individual case to ITG. These include, but are not limited to, import permits, import licenses and valid proofs of origin. If we wish to make use of tariff preferences, we will deliver all required documents for evidence of preferential status.
5. 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, ITG 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.
6. All 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.



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7. We assume sole responsibility for the completeness, accuracy and authenticity of all documents and information that are necessary for the execution of the orders. ITG has neither to verify nor to supplement this.
8. ITG-GmbH is entitled to grant sub-authorisation of this Power of Attorney.
9. We agree for the use and storage of our data for the purpose of the agreed contractual activities.
10. We are entitled / not entitled (*) to the full VAT-deduction..

place, date

name of signatory in capitals

company stamp / authorized signature

position within the company

(*) delete as applicable

(**) We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017, German Freight Forwarders' General Terms and Conditions 2017) and – if they do not apply for performing logistics services – with the Logistic-AGB (General Terms and Conditions of Logistics-Services Providers), as of March 2006. **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. The actual versions of ADSp and Logistik-AGB can be viewed and downloaded at our homepage.