

# CUSTOMS POWER OF ATTORNEY

Export (incl. re-export and temporary export)

- Direct representation -

We herewith engage and authorise

Company:

Street:

Postcode, town/city:

Point of contact:

Tel.:

E-mail:

EORI (+NL no.):

AEO:

the company

## **Kühne + Nagel ( AG & Co. ) KG**

- until cancelled in writing - to clear through customs in our name and for our account on the basis of the German Freight Forwarders' Standard Terms and Conditions of 2017 (\*) the export consignments outgoing for us, to draw up and submit the export declarations, to undersign them in a legally binding manner and to carry out all actions associated with the customs clearance.

The declaration by Kühne + Nagel in accordance with Art. 18 Union Customs Code shall exclusively take place in the name and for the account of the party represented (direct representation).

The signatory shall confirm the following:

1. We are the exporters / sellers of the goods to be declared.
2. Unless indicated otherwise, the goods are products originating in the EU.
3. The customs tariff number and the description of the goods shall be communicated by us separately in good time before the declaration is drawn up. We shall be obligated to make available to Kühne + Nagel without request any binding customs tariff information issued in our name which is already existing or will be granted at any later point in time, as well as to inform Kühne + Nagel in good time if any binding customs tariff information loses its validity.

4. As far as we are the holder of the current authorisations relevant for customs clearance, we shall transmit these in good time before clearance.
5. The goods are not dual-use goods and are not subject to any export authorisation requirement; otherwise, we shall hand over to Kühne + Nagel in good time the required approvals as original documents.
6. Any obligations in accordance with the German foreign trade laws shall be subject to our responsibility. Any existing embargo regulations, prohibitions and restrictions as well as any other restrictions, in particular from customs legislation, as well as any international and/or political measures on the international trade have been complied with.
7. We assume responsibility for the completeness, correctness and authenticity of all documents and information required for the execution of our instructions. Claus 4.1 2<sup>nd</sup> sentence ADSp 2017 remains unaffected.
8. Kühne + Nagel shall have the right to grant any substitute power of attorney.
9. We agree that our data may be used and stored for the purposes of the activities agreed upon in the contract.

Place, date

Name

Stamp / legally binding signature

(\*)"All of our business transactions will be exclusively performed on the basis of the German Freight Forwarders' Standard Terms and Conditions of 2017 [Allgemeine Deutsche Spediteurbedingungen (ADSp 2017)]. Please note: Clause 23 of the German Freight Forwarders' Standard Terms and Conditions of 2017 deviates from the laws with regard to the limit of liability for any damage to goods (Section 431 German Commercial Code [Handelsgesetzbuch - HGB]) by limiting the liability to an amount of 2 SDR/kg in case of multimodal transports, including carriage by sea, and in case of any unknown damage location and, in all other cases, by additionally limiting the standard liability of 8.33 SDR/kg to EUR 1.25 million per case of damage as well as to EUR 2.5 million per event of damage, at least, however, to 2 SDR/kg. The German Freight Forwarders' Standard Terms and Conditions are available on our website for downloading. Upon request, we will also be happy to send them to you."