

CUSTOMS POWER OF ATTORNEY

Import (release for free circulation)

All activities under customs law (excl. export / re-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 import consignments incoming for us, to draw up and submit the customs declarations and the declarations of customs value, 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).

Kühne + Nagel shall disburse any and all charges for the customer within the framework of the power of attorney granted herewith, unless any deferment of payment on the part of the customer himself or herself exists. Any obligation to make any disbursement may be rejected by Kühne + Nagel at their own discretion.

The signatory shall confirm the following:

1. We are the purchasers of the goods to be declared / are acting on the basis of the power of attorney granted by the purchaser.

2. We shall be obligated to bear and pay any and all amounts disbursed by Kühne + Nagel in connection with the customs clearance.
3. As far as we are the holder of the current authorisations relevant for customs clearance, we shall transmit these in good time before clearance.
4. In the case of any declaration of customs value: the "Customs Value" information sheet for form D.V.1 is known to us. We shall be obligated to observe any circumstances specified in the present document with regard to the customs value and any later changes, where applicable, and to notify Kühne + Nagel thereof in good time before the declaration of customs value is submitted. Any connection within the meaning of Art. 127 UCC Implementing Act exists / does not exist.
5. We shall hand over to Kühne + Nagel all documents required for the customs clearance in the individual case. This shall include, in particular, any import approvals, licences and valid proofs of origin to the extent that we want to make use of any tariff preferences.
6. 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.
7. Any obligations in accordance with the German foreign trade laws shall be subject to our responsibility. Any existing 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.
8. We assume responsibility for the completeness, correctness and authenticity of all documents and information required for the execution of our instructions. Claus 4.1 2nd sentence ADSp 2017 remains unaffected.
9. Kühne + Nagel shall have the right to grant any substitute power of attorney.
10. We agree that our data may be used and stored for the purposes of the activities agreed upon in the contract.
11. We have a full / no right of deduction of input tax.

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."