

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Country/ZIP Code/City: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

EORI No.: \_\_\_\_\_ Branch No.: \_\_\_\_\_

AEO Authorisations: \_\_\_\_\_

VAT-ID: \_\_\_\_\_

## CUSTOMS POWER OF ATTORNEY

for Export Declarations  
-as a direct Representative-

We hereby instruct and authorise until revoked in writing the company

**MBS Logistics GmbH, Theodorstr. 297 in 40472 Düsseldorf**

to clear our outgoing export 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 complete the customs declaration, to sign it legally binding and to carry out all necessary actions in connection with the customs clearance.

The signatory confirms:

- We are the exporter / seller of the goods to be declared (\*).
- The goods are, unless otherwise stated, products originating in the EU (\*).
- 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 export 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.
- We are an approved exporter (\*). Our authorisation number is: \_\_\_\_\_
- We are an authorised exporter (\*). Our authorisation number is: \_\_\_\_\_
- The goods are not dual use goods and do not require export authorisation; otherwise we will provide all necessary authorisations in the original in good time.
- 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 our instructions. 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.

Place, Date \_\_\_\_\_ Name \_\_\_\_\_ Company Stamp / Legally Binding Signature \_\_\_\_\_

(\*) Please delete where not applicable.

(\*\*) We operate exclusively in accordance with the latest version of the Allgemeine Deutsche Spediteurbedingungen (ADSp - German Freight Forwarders' General Terms and Conditions). In clause 23 ADSp these conditions limit the statutory liability limitation of section 431 German Commercial Code (HGB) 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.