**Customs power of attorney to prepare import declarations**

- through direct customs representation according to Article 18 of the Union Customs Code -

We, the company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Country / postcode / town:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EORI no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereby commission and authorise Rhenus Freight Logistics GmbH & Co. KG, (hereinafter referred to as Rhenus), to provide customs clearance services for our incoming import consignments on our behalf and for our account and submit the customs declarations.

If necessary, Rhenus should lodge objections to notifications of import duties and make applications for waivers or reimbursement on our behalf and accept any refunded amounts.

At the same time, we confirm the following:

1. We become the declarant and party liable to customs duty as a result of the customs declaration (in the sense of Article 5 No. 15 of the Union Customs Code in conjunction with Article 77 Paragraph 3 of the Union Customs Code) and promise to pay all the import duties (turnover tax on imports and any customs duties and excise duties, if required). We also assume responsibility for any penalties, fines, late payment charges and subsequent levies and any costs associated with these. If we are not the declarant as the ordering party, we are acting on the authority of the customs declarant (in the sense of Article 19 of the Union Customs Code) and are authorised to issue substitute powers of attorney in this regard.
2. As far as import consignments are concerned, we are

□ authorised □ not authorised (\*)

 to fully deduct any input tax.

1. We assume the full liability for ensuring that all the details and documents required for the customs clearance procedure are complete, accurate, valid and legitimate. We hereby confirm that the sale price shown on the commercial invoice has been

□ affected □ not affected (\*)

 by a possible connection with the purchaser.

1. We shall communicate the customs tariff number to you prior to the clearance procedure. If binding tariff information is available, this must be presented in good time before the customs declaration is submitted. The same applies to any documents required for the customs clearance procedure. If we cannot make available the customs tariff number in good time or in full, we authorise Rhenus to ascertain a customs tariff number from the documents made available to the best of its knowledge and belief. Rhenus shall not bear any liability for the accuracy of this information.

(\*) Please mark with a cross

1. Rhenus shall have the right to issue substitute powers of attorney.
2. If any prohibitions and restrictions in line with customs law and customs procedures conflict with the clearance procedure, we promise to inform Rhenus in good time.

Our consignments must be cleared as follows:

□ Release for free circulation according to customs and tax law

 □ for Germany or □ for the EU

□ Others \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please render the accounts for the costs as follows:

Clearance costs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Import turnover tax to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customs duties to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Own deferment account (\*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We authorise Rhenus to use this account

[ ]  Rhenus deferment account (\*)

This power of attorney shall be valid until it is revoked in writing or until all the orders have been fully handled. It is agreed that Rhenus’ General Terms and Conditions of Business for Customs Services or the latest version of the German Freight Forwarders' Standard Terms and Conditions shall apply.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place, date Company stamp / Legally binding signature Name in block capitals

Please return the signed form to us:

By e-mail to: ccc.rhenus@de.rhenus.com

By fax to: +49 2103 919726

By mail to: Rhenus Customs Service GmbH

Im Hülsenfeld 25

40721 Hilden

Germany

(\*) Please mark with a cross