

INSTRUCTIONS and AUTHORISATION to prepare customs declarations for transferring goods to free movement

by  **SCHENKER** and 

Company: _____	
Administrator: _____	E-mail: _____
Street: _____	
Postal code: _____	City: _____
Telephone: _____	Fax: _____
VAT ID No. in DE: _____	VAT No. in DE: _____
Local tax office: _____ <small>Please ensure you give the exact tax office designation</small>	Tax office No.: _____ <small>4-digit</small>
AEO No.: _____ <small>Authorised Economic Operator</small>	AEO date: _____
Own deferment account no.: _____ should be used <small>ATLAS participant ID will be notified separately</small>	
EORI No.: _____ <small>Economic Operators' Registration and Identification System</small>	branch office number: _____ <small>4-digit</small>

We hereby commission and authorize **Schenker Deutschland AG** and /or the **SW Zoll-Beratung GmbH** (subsequently duty **SD AG / SW** called) to execute the customs procedures for our import consignments. In this connection, all the required customs declarations and, if necessary, declarations of value for customs purposes should be drawn up in our name and signed so as to be legally binding.

As it is well-known that **SD AG** will not deliver the registrations if necessary, but the **SW** the delivery of all necessary registrations to assign can; hereby we explain ourselves expressly in agreement

If the customs declarations are carried out using computer-based DP under ATLAS, the customs declaration data relevant for clearance should be exchanged with the customs offices using electronic transmission channels. In these cases, the signatures will be replaced by a corresponding participant identification number (participant ID).

This mandate / power of attorney is valid as

- a specific mandate / power of attorney
- a general mandate / power of attorney (until revocation)
- (If neither variant is selected, the general mandate / power of attorney applies)

*In the event that the services or parts thereof contemplated herein are prohibited under any laws or regulations, including but not limited to US-law, law of the European Union or national laws, including but not limited to laws and regulations relating to the fight against terrorism an embargos, **SD AG / SW** is at its sole discretion entitled to partially or fully cancel the service at any time, without prior notice and without incurring any liability to Customer whatsoever.*

Commercial designation of goods _____

Customs Tariff / Code Numbers: _____

Do you have an European Binding Tariff Information (EBTI)?

Yes, send Copy immediately please No

If **no** Customs Tariff / Code Numbers are given, the order is valid to the division / Classification of our goods to be announced according to. Inventory for the foreign trade statistics by the **SD AG**, based on the data / documents presented by us, bills of exchange etc., as general gives. The division / classification by the **SD AG / SW** occurs basically without obligations. We stick as a principal for the correct information of the Customs Tariff / Code Numbers.

INSTRUCTIONS and AUTHORISATION to prepare customs declarations for transferring goods to free movement

by  **SCHENKER** and  **SW ZOLL-BERATUNG GMBH**

The signatory confirms:

We assume sole responsibility for the completeness, accuracy and authenticity of all documents and information that are necessary for the execution of our instructions. The agent has neither to verify nor to supplement this.

Simultaneously, we declare:

- 1.) We are purchasers of the declared good.
- 2.) We are customs value declarant.
- 3.) We are entitled to the full input tax deduction.
- 4.) We accept full liability for the completeness and correctness of all data required for the Customs declaration.
- 5.) We are fully aware that, through the customs declaration, we become declarants according to the Union Customs Code and we undertake to pay all import duties which **SD AG / SW** expends for us at the customs collector's office, including any possible customs fines and penalty surcharges.
- 6.) If, at the time of the customs clearance, no valid proof of preference is available, we undertake to settle immediately the ensuing customs duties which **SD AG / SW** expends for us at the customs collector's office.
- 7.) We authorize **SD AG / SW** to register objections in our name. Furthermore, we agree to permit **SD AG / SW** (attorney-in-fact) to submit requests for reimbursement in our name and to receive reimbursements for us. This power of attorney applies simultaneously as a notice of assignment.

- 8.) We are **related** to the seller.

YES NO

If no cross is set, is valid for the dispatching, which the enterprises involved are not with each other connected. Deviating if solidarity should be present, then the SD AG is to be informed about it in writing **before** each dispatching.

The relationship has influenced the price of the imported good.

YES NO

- 9.) The good should be cleared according to the customs procedure stated below:

Clearance..

- ..for home use without any previous procedure.
 ..for home use after declaration as export for commercial processing abroad for domestic account.
 ..for inward processing.
 ..for home use after temporary export for outward processing.
 ..to a customs warehouse for other procedures,

etc.: _____

INSTRUCTIONS and AUTHORISATION to prepare customs declarations for transferring goods to free movement

by  **SCHENKER** and  **SW ZOLL-BERATUNG GMBH**

10.) The terms of delivery for the consignment are:

- | | |
|---|--|
| <input type="checkbox"/> EXW - Ex Works
<input type="checkbox"/> FCA - Free Carrier
<input type="checkbox"/> FAS - Free Alongside Ship
<input type="checkbox"/> FOB - Free On Board
<input type="checkbox"/> CFR - Cost and Freight
<input type="checkbox"/> CIF - Cost, Insurance and Freight | <input type="checkbox"/> CPT - Carriage Paid To
<input type="checkbox"/> CIP - Carriage, Insurance Paid To
<input type="checkbox"/> DAP - Delivered At Place
<input type="checkbox"/> DAT - Delivered At Terminal
<input type="checkbox"/> DDP - Delivered Duty Paid
possibly cost of freight in EURO _____ |
|---|--|

If no condition of delivery is selected, we will use the condition of delivery called on the calculation. If no condition of delivery given had to go, is to be gone out from EXW.

[Attention! The assertion of paid by the seller sales tax assumes that this is registered in the EU tax, i.e., has a VAT Reg]

11.) Was transport insurance covered up?

Costs of the final transport insurance are to be included into customs valuation calculation.

No Yes, If so, height of the premium: _____

12) The goods subject to compulsory or restriction on imports?

No Yes, If so, please identify species and legal basis: _____

13) The processing charges of **SD AG¹⁾ / SW** will be taken over by us.

¹⁾immediate settlement according to the German Forwarders' Standard Terms and Conditions (ADSp) or within another agreement - an offer will be provided to you, on request). The German Forwarders' Standard Terms and Conditions (ADSp) - in the most recent edition-, as well as coverage of the umbrella organization, will be recognised as the legal basis.

In the case of standing orders, we request that you notify us punctually in advance of changes (variations concerning the relationship with regard to different suppliers / different terms of delivery / different clearance procedures / different delivery conditions / neutral delivery).

14) Subject to the goods in the import anti-dumping duties

No Yes

15) The customs power of attorney applies to **SD AG / SW**.

Place, date, legally binding signature

Company stamp

Please fax/mail and the original copy send to: Schenker Deutschland AG _____

Contact person: _____

Phone no / Ext.: _____

E-mail: _____

Fax no.: _____