

ORDER and POWER of ATTORNEY

Temporary admission and entrepot trade

Client:

Company:	_____		
Clerk:	_____	email:	_____
Street:	_____		
Postal code:	_____	City:	_____
Telephone.:	_____	fax:	_____
DE VAT No.:	_____	DE tax No.:	_____
Tax office:	_____	tax office No.:	_____
	<small>enter exact name of the competent tax office</small>		<small>four digits</small>
EORI No.:	_____	branch No.:	_____
	<small>Economic Operators' Registration and Identification System</small>		<small>four digits</small>
AEO No.:	_____	AEO date:	_____
	<small>Authorized Economic Operator (IWM Zoll)</small>		

Subject of the commission: Temporary admission and entrepot trade

We, the **Client**, commission and authorize Schenker Deutschland AG (hereinafter referred to as **SD AG**) and/or SW Zoll-Beratung GmbH (hereinafter referred to as **SW**) with the customs clearance of our import shipments. In this context, **SD AG** or **SW** declares the goods to be imported for the customs procedure of temporary admission. The goods are non-Union goods which are only temporarily imported into the customs territory of the Union and intended for re-export from the outset. **SD AG** or **SW** shall prepare all necessary customs declarations and, if applicable, customs value declarations on our behalf and sign them with legally binding effect.

SD AG or **SW** acts as a DIRECT representative (in the name and for the account of a third party) in terms of releasing the goods for the temporary admission customs procedure and when preparing the customs declaration for re-export on our behalf. The export declaration lists the company acting as the direct representative in the individual case (**SD AG** or **SW**).

This order/power of attorney is valid as: Individual order
 General order

If neither version is selected, general order/power of attorney shall apply.

Temporary admission customs procedure

The temporary admission procedure is subject to authorization. As the holder of the procedure and a company established outside the customs territory of the Union, we are required to apply for the authorization. We hereby confirm that we meet the requirements for granting of authorization. As the holder of the authorization, we declare that we shall use the goods ourselves or permit them to be used.

We agree to provide a guarantee in the event that a guarantee is required for any import duties incurred. We further declare that the goods shall be re-exported in unchanged condition - with the exception of repairs and maintenance work.

SD AG or **SW** shall declare the imported goods entered to temporary admission under the normal procedure with an individual customs declaration (procedure code: 5300). In this case, **SD AG** or **SW** acts as a direct representative in accordance with Art. 18 (1) 2, 1st alternative UCC. As the goods are intended for exhibition at trade fairs, the application for authorization is submitted at the same time as the declaration (simplified application procedure). Provided the conditions are fulfilled, authorization shall be granted by release of the goods for temporary admission. As the **Client** and holder of the procedure, we are the applicant and the declarant.

- 1.) Place of use: _____
- 2.) Duration of use: _____
- 3.) We would like to point out that:
- a. as the declarant, we are responsible for monitoring discharge of the goods
 - b. failure to meet the set deadline will result in the levy of import duties

Entrepot customs procedure as a subsequent procedure

The temporary admission procedure ends upon re-export of the goods by the deadline set by the customs authorities. As the **Client**, we are required to ensure that the goods are re-exported by this deadline. We shall inform **SD AG** or **SW** about the planned re-export and provide all necessary documents and information without undue delay. **SD** or **SW** shall declare the goods for re-export as a direct representative in accordance with Art. 18 (1) 2, 1st alternative CC (procedure code: 3153). **SD** or **SW** shall become the declarant accordingly.

As the **Client**, we are the exporter under customs law. According to Article 1(19) b i of the UCC DelReg, the customs exporter is the natural or legal person established in the customs territory of the Union who has, and exercises, the right to determine the destination for the shipment of the goods. The requirement that the exporter is established in the customs territory of the Union shall not apply in the case of re-exports of non-Union goods following a special procedure.

Furthermore, as the **Client**, we are the exporter under foreign trade law according to Section 2 (2) of the German Foreign Trade and Payments Act and Article 2 (3) Council Regulation (EC) No. 428/2009 (EC Dual-Use Regulation) for the shipment of goods out of the customs territory.

As the **Client**, we must be listed as the exporter in the respective (re-)export declaration according to Article 1(19) UCC DelReg.

In the event that the goods are not re-exported, we are required to ensure that they are placed under a subsequent customs procedure within the discharge period.

Wherever goods declared under the temporary admission procedure are distributed free of charge to the public of the exhibition as so-called "giveaways" under the conditions of Article 323 of the UCC implementing regulation, these goods shall be considered to be re-exported, provided that their quantity is commensurate with the nature of the event, the number of visitors and the extent of the participation in the event by the holder of the procedure. Due to the legal fiction of re-export, it is not necessary to declare these goods in a subsequent customs procedure, even for release for free circulation. **SD AG** or **SW** is therefore not obliged to have such goods cleared for customs. The goods remain in the customs territory of the Union without further customs treatment due to the fiction of re-export.

As the customs declarations for the re-export of goods are submitted in computerized form using the ATLAS AES export procedure, the clearance-relevant customs declaration data are electronically exchanged with the customs offices. In these cases, the signatures are replaced by a corresponding BIN (Participant Identification Number). ATLAS-certified software is used.

An export certificate (AES export declaration with export notice) shall only be provided if the consignments are completed in the electronic export procedure. **SD AG** or **SW** shall not accept any liability for failure of the customs office of exit to properly process the goods, preventing the subsequent creation of an export notice in the system. If the customs export procedure is not completed electronically and **SD AG** or **SW** is requested to send alternative proof that the customs export procedure has been completed by the customs authorities, the **Client** shall be obliged to support **SD AG** or **SW** and, in particular, to provide the necessary documents and information.

In the event of an inspection by the customs authorities, **SD AG** or **SW** employees are permitted to open the consignment.

Compliance with regulations on prohibitions and restrictions

The group of goods subject to approval is determined by the pertinent provisions of the German Foreign Trade and Payments Act and the German Foreign Trade and Payments Ordinance in conjunction with the German Export List, in addition to all other applicable provisions, including Union law.

Particular care must be taken when exporting the following goods:

- Arms, ammunition and armaments, including parts used in the manufacture thereof
- Materials, systems and equipment for nuclear purposes
- Other goods of strategic importance (e.g. goods from the mechanical engineering, vehicle manufacturing and aircraft industries); electrical and electronic equipment including computers
- Chemical systems and system components, particularly those considered suitable for the production of chemical warfare agents according to the War Weapons List
- Chemicals (chemical products that can be used for the production of chemical weapons and warfare agents or for the production of raw materials for narcotics)
- Facilities for the production of biological agents (facilities and parts of facilities that are particularly suitable for the production of biological weapons as defined in the War Weapons List)
- Food and agricultural products that do not meet the required quality or marketing standards.

As the **Client**, we are aware that the export and the re-export of goods and/or the provision of related services may be subject to laws and other regulations legally enforced by the competent authorities (hereinafter referred to as "Export Control Regulations"), in particular EU and US export control laws and regulations. As the **Client**, we assure and warrant compliance with all export control regulations to which we are subject, including anti-boycott provisions, sanctions requirements and sanctions list screening in relation to import, export, customs clearance and national transactions, in the performance of our duties as per this Agreement at present and in the future.

Furthermore, as the **Client**, we shall be responsible for determining whether our goods are subject to the kind of export control regulations mentioned above and for obtaining all necessary licenses, approvals, permits and/or exemptions. We shall provide **SD AG** or **SW** with all relevant information that may reasonably be required by **SD AG** or **SW** to verify compliance with export control regulations prior to the performance of the services owed.

With regard to services relating to countries for which US embargoes have been or will be imposed, we, as the **Client**, expressly confirm that these consignments do not contain any goods of US origin or goods with US content, unless a corresponding approval has been obtained from the competent US authorities, and that these consignments and/or the services relating to these countries do not have any connections to the US, unless an approval has been obtained from the competent US authorities for these consignments and/or services.

In cases where trade restrictions apply, have recently been introduced, reintroduced or amended, **SD AG** or **SW** shall be entitled to suspend its services.

As the **Client**, we hereby confirm that **SD AG** or **SW** is not obliged to provide services in relation to internal repression goods, ITAR goods and/or military goods, and shall not provide services in relation to internal repression goods, ITAR goods and/or military goods and guarantees that the goods referred to in this paragraph shall not be and have not been handed over to **SD AG** or **SW**.

Information required for Customs clearance

Commercial description of the good(s)/product(s): _____

Customs tariff/code number(s): _____

Is a European Binding Tariff Information (EBTI) available? Yes, please send a copy immediately No

If **no** customs tariff/code numbers are specified, the order for the classification/tariff classification of our goods to be declared by **SD AG** or **SW** in accordance with the list of goods based on the data/documents, commercial documents etc. submitted by us, is deemed to have been issued.

The classification/tariff classification by **SD AG** or **SW** is always non-binding.

As the Client, we are responsible for the correct entry of the customs tariff/code number(s). In the event that one of the services performed by **SD AG** or **SW** under this Agreement is found to breach a law of the European Union, the United Nations, the US, or individual countries that has been enacted as part of the fight against terrorism or that mandates trade restrictions such as embargoes, **SD AG** or **SW** shall be entitled to suspend the provision of its services and to terminate the order, without this giving rise to any liability claims.

Customs office of export – EXP (for individual orders): _____

Customs office of exit – EXT (for individual orders): _____

Are the goods subject to prohibitions and restrictions or a licensing requirement when exported?

No Yes, please specify type and legal basis: _____

Finally, as the Client, we declare:

1. We assume full liability for the completeness, accuracy and authenticity of all information required for the customs declaration; **SD AG** or **SW** is not obliged to check or complete the information.
2. **SD AG/SW** shall be liable in accordance with the statutory provisions in cases of intent or gross negligence on the part of **SD AG/SW** or a representative or vicarious agent, as well as in cases of culpable injury to life, limb or health. Liability for guarantees shall apply regardless of negligence or fault. **SD AG/SW** shall be liable for injury to life, limb or health and for breaches of cardinal obligations attributable to negligence exclusively in accordance with the provisions of the Product Liability Act. However, claims for damages due to breaches of cardinal obligations are limited to the foreseeable damage typical for the contract, provided liability is not enforced on grounds of injury to life, limb or health. The provisions of this paragraph apply to compensation for damages in addition to performance, compensation for damages in lieu of performance and claims for the reimbursement of futile expenditure, irrespective of the legal grounds, including liability for defects, delays or impossibility of performance.
3. We are aware that by submitting the customs declaration for temporary admission, we become the declarant in accordance with the Union Customs Code. We agree to pay all guarantees and import duties paid to the customs office on our behalf by **SD AG** or **SW**, including any customs penalties and surcharges for late payment.

Assumption of handling costs

The **Client** shall be responsible for payment of handling costs incurred by **SDAG** or **SW**. All costs shall be due for payment immediately according to the German Freight Forwarders' Standard Terms and Conditions (Allgemeinen Deutschen Spediteurbedingungen - ADSp), or, within the scope of another agreement. A quote shall be submitted to the **Client** upon request. The latest version of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is accepted as the legal basis.

In the case of standing orders, we kindly ask the **Client** to notify **SDAG** or **SW** of any changes in good time.

Client

Place, date

legally binding signature

company stamp

Please fax or e-mail the completed form and send the original to Schenker Deutschland AG:

Branch/office:

Contact:

Tel.:

email:

Fax:
