

Declarant / Principal : \_\_\_\_\_  
Address / Street: \_\_\_\_\_  
Country / Postcode / City: \_\_\_\_\_  
Contact person: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax.: \_\_\_\_\_  
Customs number (7-digit): \_\_\_\_\_ EORI-Number: \_\_\_\_\_  
VAT-No.: \_\_\_\_\_  
Your local Export customs office with  
department no.: \_\_\_\_\_ / \_\_\_\_\_

## Customs Power of Attorney regarding the issue of electronic export customs entries via ATLAS / AES

- as direct authorised representative -

We hereby instruct and authorise – until cancelled in writing – below-mentioned company

**NAVIS Schiffahrts- und Speditions - Aktiengesellschaft**  
**attn. Mrs Katja Holtmann**  
**Himmelfahrtsgasse 29**  
**09599 Freiberg**  
**GERMANY**

to issue on our behalf and for our account electronic export customs entries based on the ADSp (\*\*) as per article 787 par. 2 of the EU-Customs Code Implementing Provisions by means of the IT-system **ATLAS** being part of the EU-wide IT-system **AES** (Automated Export System), to affix their legally binding signature and [to take any steps required for / to carry out anything which is required for] [customs clearance of / clearing] the goods.

### The signatory confirms to the authorised representative the following:

1. We are exporter/seller of the goods to be declared (\*).
2. If not stated otherwise, the goods are EU originating products. (\*).
3. We are an **Authorised Exporter** waived to present goods to Customs (\*).  
Our authorisation number is: \_\_\_\_\_
4. We are an Authorized Exporter for issuing certificates of origin (\*). Our author. number is: \_\_\_\_\_
5. We confirm that we either state the **customs tariff number(s)** in our commercial invoices and / or **provide** the authorised representative separately in writing with this number.
6. The authorised representative will be provided in time with the commercial invoice(s), i.e. **24 hours at the latest** prior to loading of the consignment.
7. Further we confirm that our goods are **not subject to any export restrictions** on the part of the EU or Germany. We assume responsibility for any obligations regarding the foreign trade law. All applicable embargo regulations, bans and restrictions as well as any other export restrictions are being observed.
8. The delivered goods are no **Dual Use Goods** and are not subject to export authorisation; otherwise we will provide our authorised representative in time with the licenses required.
9. We assume responsibility for the completeness and correctness of all documents and statements which are necessary to carry out the orders.
10. The authorised representative is entitled to grant sub-authorisation.
11. We are eligible for full input tax deduction. (\*).
12. We are aware of the fact that this contractual relation is based on the latest version of Allgemeinen Deutschen Spediteurbedingungen – **ADSp** – (German Forwarders' Standard Terms and Conditions of Trading).

.....  
(place / date)

.....  
(company stamp / legally binding signature)

**Please send this Power of Attorney in advance by fax or e-mail to your contact person at NAVIS AG, Freiberg.**  
**After this the original it to be sent to above-mentioned postal address of NAVIS AG, Freiberg.**

(\*) Please delete / cross out where inapplicable.

(\*\*) We operate exclusively in accordance with the latest version of the Allgemeinen Deutschen Spediteurbedingungen - ADSp - (German Forwarders' Standard Terms and Conditions of Trading). **The ADSp limits in all cases and without exception the liability of the freight forwarder, particularly under paragraph 23 which states that the legal liability for damage to goods as per § 431 of the German Commercial Code (HGB) is limited in the case of damage to goods whilst in the care of a forwarder to 5 EUR per kg. In case of multimodal transports - including sea transport - the liability is limited to 2 SDR (special drawing rights) per kg. In addition in case of any claim the liability of the forwarder is limited to 1 mio. EUR per damage resp. to 2 mio. EUR per event or 2 SDR per kg whichever is the greater. Paragraph 27 ADSp does not constitute an agreement for alternative maximum liability sums concerning article 25 of the Montreal Convention.**