

TO BE A DIRECT REPRESENTATIVE

The Undersigned,

CLIENT / DIRECTLY REPRESENTED PARTY

The information below must be filled in by the principal / the party directly represented.

Name of the company: _____
Address: _____
Zip code, place: _____
Country: _____
Amtsgericht (Local Court) and registration number *: _____
VAT ID *: _____
EORI Number: _____
Passport Number *: _____

FORWARDING AGENT / DIRECT REPRESENTATIVE:

Each of the entities affiliated with the Customs Support Group in Germany, particularly¹:
(hereinafter also referred to, both collectively and individually, as: “Forwarding Agent” or “Direct Representative”)

The Parties declare to have agreed upon the following:

The Client grants power of attorney and commissions the Forwarding Agent under Article 18 of the Community Customs Code (Directive No. 952/2013/EU) to submit ‘in the name and on behalf of’ the Client any declarations required under the customs laws—and if any, other applications, or declarations required under the laws—for the agreed-upon remuneration. This Power of Attorney and this engagement relate to the goods and shipments for the Client or their designated agents for which the Client provides the Forwarding Agent with documents/information. This Power of Attorney and this engagement shall cover any actions and communications until the completion of the inspection by the customs authorities and the presentation of the notice of customs owed.

This Agreement/Power of Attorney also includes the assignment—but not the obligation—and the authorization of the Forwarding Agent by the Client to submit requests for the revision of declarations and refund/waiver and receive on the Forwarding Agent’s accounts any amounts disbursed in conjunction with customs declarations or requests for refund.

Under the Power of Attorney, the Client is required to provide the Forwarding Agent with supporting documents as proof of the existence of the company and the currently registered headquarters, as well as the identity of the person(s) authorized to legally represent the company (for example, the most recent excerpt of the registration of the company in the Register of Companies (Handelsregister) of the court or the Trade Register (Gewerberegister) or a declaration of the Company that the person(s) signing the Power of Attorney are duly authorized to do so). The person/persons duly authorized to represent the company legally must present a copy of their valid ID. If the Client is an individual, a copy of their valid passport or ID must be presented²

ARTICLE 1: GENERAL PROVISIONS

- 1.1 Unless otherwise agreed upon, the **General German Terms and Conditions for Forwarding Agents (Allgemeine Deutsche Speditionsbedingungen; ADSp)**³ shall apply to the Parties’ relations. Upon signing this Agreement/this Power of Attorney, the Client expressly and irrevocably represents that they acknowledge the applicability of the General German Terms and Conditions for Forwarding Agents and the terms and conditions. The most recently amended version of the ADSp applicable when the actions/tasks are performed shall apply.
- 1.2 The following appendices shall form an integral part of this Agreement/this Power of Attorney

¹ For the list of units attached to the Customs Support Group, see: <https://www.customssupport.de/de/downloads-deutschland>

² Personal information, such as a social security number or photo, may be redacted. The Forwarding Agent must be able to verify the signature, the full name of the undersigning person(s), and the validity of the passport/ID.

³ Available at: <https://www.customssupport.de/downloads-germany>

- [Appendix a\) ADSP](#)
- [Appendix b\) Checklist of 'required information and documents.](#)

You can also find these annexes on our website: <https://www.customssupport.de/de/downloads-deutschland>.

- 1.3 Unless otherwise agreed upon, the direct representative shall be present, based on the information available to them, when samples are taken and inspected, when and if this is in the Client's interests,⁴
- 1.4 The direct representative shall be authorized to refuse or suspend, respectively, any actions and tasks under this Agreement or Power of Attorney when and if so, requested as soon as possible.
- 1.5 All services shall be rendered for the account of and at the Client's risk. The Forwarding Agent shall not be liable for any damage unless the Client can prove that the damage was caused by the Forwarding Agent or their employees/agents or due to their negligence. The Forwarding Agents shall, in all cases, be limited to 125,000 EUR per incident or series of incidents triggered by the same event. The Forwarding Agent shall not be liable—regardless of the cause—for any lost profits, subsequent damage, and intangible losses.
- 1.6 The Client shall provide collateral, upon initial request of the Forwarding Agent, for any amounts the Client may owe to the Forwarding Agent at that time or in the future. If collateral is requested, the Forwarding Agent shall not be obligated to provide collateral to pay freight costs, customs, levies, taxes, and/or other costs. The client shall be liable for all consequences triggered by the Forwarding Agent's request for collateral. If the Forwarding Agent provides collateral from their funds, the Forwarding Agent shall have the right to request that the Client immediately pay the amount for which collateral was provided. The Client shall be obligated at all times to reimburse the Forwarding Agent without any delay for any amounts incurred by the Forwarding Agent in conjunction with the Agreement as a result of authorities demanding payment or subsequent payment and any fines in this regard upon initial request.

ARTICLE 2: OBLIGATIONS OF THE PARTIES

- 2.1 The Client shall provide the direct representative with any documents, information, and disclosures required for the execution of this Agreement/this Power of Attorney (also for any individual shipments or transactions). The Client represents vis-à-vis the Forwarding Agent that the documents, information, and data are accurate, complete, valid, and authentic.
- 2.2 To be able to submit accurate customs declarations, the direct representative is obliged to request from the Client the required documents, information, and disclosures which they are aware of or (legitimately) assume are essential for accurate declarations.
- 2.3 The direct representative shall submit the declaration based on the information above.

ARTICLE 3: COLLATERAL / PAYMENT OF TAXES / CUSTOMS DUTIES

- 3.1 Unless otherwise agreed upon, collateral and payment of customs duties, other levies payable to the customs authorities, and taxes shall be provided where the direct representative's branch office is located. The designated location of the Forwarding Agent's branch office for collateral and payment of customs duties, other levies, and taxes owed by the Client shall not affect the fact that tasks are performed at the Client's risk. The Client shall provide the Forwarding Agent with payment or collateral upon the Forwarding Agent's initial request when and if requested by the Forwarding Agent.

ARTICLE 4: OBLIGATION TO KEEP RECORDS

- 4.1 The direct representative shall be obligated, based on the authorization to submit a customs declaration electronically, to keep records and retain the originals of documents for each declaration for 10 years. The Client shall retain any submitted documents for the same period.⁵

⁴ It is recommended that the Parties discuss whether the conclusion of additional agreements in conjunction with the type of products, etc., is desirable.

⁵ Retained for 10 years as of the date the customs inspection was completed.

- 4.2 Notwithstanding Article 4.1, the Client shall be obligated to retain accounting records for all information relating to the declaration, the documents, and additional data relating to the transaction to the extent they relate to the declaration.⁶

ARTICLE 5: DURATION AND TERMINATION / REVOCATION OF THE AGREEMENT OR THE POWER OF ATTORNEY

- 5.1 This Agreement/Power of Attorney shall be entered into for an indefinite period/shall be valid and applicable for an indefinite period; it shall be applicable as of the date it is signed. The Agreement/Power of Attorney may be terminated/revoked, giving notice of one (1) month.
- 5.2 The termination or revocation shall be declared through registered mail.
- 5.3 The terms and conditions of this Agreement or this Power of Attorney, respectively, shall, if relevant, apply beyond the termination of the Agreement or the revocation of the Power of Attorney as specified by legal regulations to the extent that they pertain to fulfilling obligations.
- 5.4 The direct representative may retain this Power of Attorney after its revocation for any audits or reviews by the authorities.

ARTICLE 6: THIRD PARTIES

- 6.1 The Forwarding Agent shall be authorized to have this Agreement, or this Power of Attorney executed by a third party.
- 6.2 This third party may refer to the terms and conditions of this Agreement/Power of Attorney and the General German Terms and Conditions for Forwarding Agents.
- 6.3 The aforementioned third party shall be furnished with any required documents, information, and disclosures, including this Power of Attorney.

⁶ Retained for 10 years as of the date the customs inspection was completed.

CLIENT REPRESENTED BY:

Full Name: _____
(Place send a copy of the Handelsregister registration (Register of Companies) and a copy of a valid passport / ID⁷)

Position: _____

Duly authorized to represent the Client's company since:
_____ (Month) _____ (Year)

Date and Place: _____

Signature (and stamp): _____

FORWARDING AGENT REPRESENTED BY:

Full Name: _____

Position: _____

Date and Place: _____

Signature (and stamp): _____

⁷ Personal information, such as a social security number or photo, may be redacted. The Forwarding Agent must be able to verify the signature, the full name of the undersigning person(s), and the validity of the passport/ID.