

Client/principal (company name, address)

CONTRACT AND POWER OF ATTORNEY

We hereby commission

**SCHENKER & CO AG
Stella-Klein-Löw-Weg 11,
A – 1020 Wien
(with all its branch establishments)**

to take care of customs clearance of the goods destined for us and/or dispatched by us.

SCHENKER & Co AG is authorised:

- a) **to sign customs declarations acting as direct representatives,**
- b) **to effect clearance using our deferred payment account no. _____ *) at the customs office,**
(if any)
* the relevant notice must absolutely be enclosed for verification purposes!
- c) **to electronically submit the customs value declaration together with the customs declaration on our behalf,**
- d) **to act on our behalf during appeal proceedings (particularly complaints, requests to hear a complaint, reimbursement and abatement),**
- e) **to sign EUR.1 and A.TR movement certificates,**
We guarantee that the required documents are correct and complete and are able to provide the original documents at any time upon first request.
- f) **to apply for an exemption from turnover tax on imports according to UST-Gesetz [VAT Act] I no. 71/2003 – in particular Section 26 (3) no. 2*,**
* only applies to companies and persons entitled to deduct input tax
- g) **to file requests for extension of deadlines in economic proceedings on our behalf and to receive documents from the customs office.**

We shall assume full liability for the completeness and correctness of all information provided by us that is required to complete the assignment and shall fully indemnify SCHENKER & Co AG and its employees in this respect.

Before the goods are presented, we are committed to forward a Binding Tariff Information (BTI), if there is any, to SCHENKER & Co AG.

The contractual relationship shall be based on the General Austrian Forwarders' Terms and Conditions (AÖSp) as well as the terms & conditions stated herein. SCHENKER & Co AG shall be liable only in compliance with the AÖSp. Any deviating terms & conditions shall not apply to the contract in any case.

ECS export declarations

For forwarding the electronic export declarations/import documents, we provide you with the following e-mail address:

We were informed by SCHENKER & Co AG that no export declarations in hardcopy can be provided for export registrations generated in the e-customs system. We shall be responsible for final archiving of the export declarations. We shall bear the costs of duplicate export declarations that may be required from time to time.

Export control obligation

We expressly confirm that

- we have met all our obligations regarding export control and that the goods to be exported are not subject to any bans or mandatory permits within the scope of the Außenwirtschaftsgesetz [Austrian Foreign Trade Act] (for example Dual-Use Regulation, military goods list, etc.) or any other restrictions. We shall be liable for any consequences of omission.
- our shipments will neither be delivered to recipients mentioned in counter-terrorism directives or sanction lists nor do we have any information suggesting any indirect supply to physical persons or legal entities listed therein;
- we neither know of, nor have any reason to assume, any regulated final use;
- we shall inform SCHENKER & Co AG in due time about any exceptional approval obligations regarding certain shipments and we shall forward the required documents to SCHENKER & Co AG.

Our company's customs and tax numbers are:

EORI number: _____

Authorised exporter:
(sort key) _____

VAT number: _____

This power of attorney shall apply until it is revoked in writing. We warrant, that this Power of Attorney is signed by a duly authorized representative of our company.

We undertake to pay the duties and import taxes incurred during customs clearance, as well as freight costs.

Place, date

Company stamp / corporate signature

Contract and power of attorney

DB SCHENKER

Version 2.0

As at: 30/05/2017