



# MAERSK

DAMCO Germany GmbH

## POWER OF ATTORNEY FOR CUSTOMS REPRESENTATION

The undersigned, representing:

Company:

Address:

Postal Code and City:

Country:

EORI number:

VAT registration number:

Legally represented by:

(the "**Principal**")


Authorizes:

Customs Representative:

Address:

Postal Code and City:

Country:

EORI number:

VAT registration number:

Damco Germany GmbH
Johanniswall 7
20095 Hamburg
Germany
DE2735407
DE811151940

(the "**Customs Representative**" / "**Maersk**")

to act in the name of and on behalf of the Principal as "**direct representative**" with regard to customs and related compliance in the relevant jurisdiction in accordance with article 18 - 19 of the Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code ("UCC") by preparing and lodging declarations, (including but not limited to importation, exportation, special procedures or temporary storage, other customs regimes, supplementary declarations, authorization to communicate with and inspect the files of the customs authorities and other information required by the applicable laws with regard to the agreed services and if necessary, to submit appeals and/or apply for amendments, invalidations or repayments/remissions in respect of such declarations or customs debts incurred through such declarations) all in accordance with the instructions of the Principal (the "**Services**").

The Customs Representative/ "Maersk" is entitled to deduct input tax in full in accordance with §15 UStG (VAT regulation)

This Power of Attorney ("PoA") does not authorize Maersk to represent the Principal other than in relation to the Services.

When compliance with any authorizations that the Principal has obtained from the customs authorities is required, the Principal shall provide Maersk with copies of such authorizations along with detailed instructions in that regard. Maersk retains the right to refuse any request or instructions from the Principal. This PoA shall take effect on the signature date. Both the Principal and Maersk can revoke this PoA upon written notice to the other party with immediate effect, but such revocation shall not have a retroactive effect.

Unless otherwise specifically agreed in writing, this PoA and any Services provided hereunder shall be subject to the General Terms and Conditions available at <https://terms.maersk.com/MCS>. The Principal recognizes having received and read the General Terms and Conditions and accepts them by signing this PoA.

**Date:**

**Authorized signatory of the Principal:**



## Addendum regarding Power of Attorney Germany.

### 1. Applicability

- 1.1 If the Parties agree that A.P. Møller-Mærsk A/S or any of its Affiliates, partners, or sub-contractors (hereinafter "Maersk") shall provide services to Customer or any of its Affiliates, partners, or sub-contractors in Germany, this Addendum shall apply.

This Addendum shall apply with regards of the Power of Attorney provided by A.P. Møller-Mærsk A/S or any of its Affiliates, partners, or sub-contractors (hereinafter "Maersk")

- ☐ We confirm that we are entitled to the full German VAT deduction as per §15 UStG (German tax law)
- ☐ A relationship within the meaning of Article 127 UCC-IA does / does not exist except to the following companies:

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- ☐ The relationship has never an effect on the price.
- ☐ We have own customs deferment accounts which can be used for payment of duty and/or VAT

- Account details duty (Deferment type, code letter, account number, BIN number):

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- Account details VAT ((Deferment type, code letter, account number, BIN number):

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Date:

Authorized signatory of the Principal: \_\_\_\_\_