

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Country/Postal Code/City: \_\_\_\_\_ Contact person: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
EORI No.: \_\_\_\_\_ Branch No.: \_\_\_\_\_  
VAT ID No.: \_\_\_\_\_ AEO Authorisations: \_\_\_\_\_

**Contact data** (person responsible, address, e-mail)

of the account department: \_\_\_\_\_

for VAT certificates: \_\_\_\_\_

## POWER OF ATTORNEY for FISCAL REPRESENTATION

Hereby we give the company EELS GmbH, Seine Str. 4, D-65479 Raunheim  
name, address, VAT ID No. for the fiscal representation

power of attorney for the fiscal representation in accordance with paragraph 22a et seq. UStG (Law on turnover tax) on the basis of the ADSP (\*\*).

Hereby the company EELS GmbH, Seine Str. 4, D-65479 Raunheim is authorised,

- to fulfil the obligations arising after customs clearance from intra-Community deliveries to us/our customers (\*), as a fiscal representative in Germany.
- to file the tax return in Germany as fiscal representative in accordance with paragraph 22b(2) first sentence UStG,
- to file the recapitulative statement as fiscal representative in accordance with paragraph 22b (2) sentence 2 UStG,
- to file the Intrastat declaration with the Federal Statistical Office (Deutsches Statistisches Bundesamt) as fiscal representative.

We confirm:

1. We are neither resident nor registered for tax purposes in the Federal Republic of Germany, we carry out exclusively tax-exempt sales and are not entitled to deduct VAT. We thus fulfil the requirements of paragraph 22a (1) UStG. We inform the agent about any change in this regard in writing without delay.
2. We assume responsibility for the completeness, accuracy and authenticity of the documents and information that are necessary for the execution of the orders. Clause 4.1 2<sup>nd</sup> sentence ADSp 2017 remains unaffected. We commit to the delivery of a duplicate of the bill for sales in Germany, in which the fiscal representation is made use of.
3. We will, upon completion, commit ourselves to make available a VAT certificate in accordance with paragraph 17a UStDV to the agent.
4. We agree for the use and storage of our data for the purpose of the agreed contractual activities.

\_\_\_\_\_

place, date	name	company stamp/legally binding signature
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(\*) Please delete where not applicable

(\*\*) We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017). **Note:** In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8.33 SDR/kg additionally to Euro 1.25 million per damage claim and EUR 2.5 million per damage event, but not less than 2 SDR/kg.

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