

Optima Global GmbH
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Handelsregister HRB31579, Amtsgericht Duisburg
IBAN: DE63 0024 0434 5310 00
BIC: DEUTDEBESS
Tax ID: DE323026627

(Company) Name:

Address:

Country, Postcode, Place:

Phone:

E-Mail:

Contact Person:

EORI-Nr.:

Company registration & VAT nr.

Power of Attorney

For customs declarations

– direct representation –

We hereby commission and authorize, until revoked in writing, the company **Optima Global GmbH, Charlotten Str. 120, 45289, Essen**, to arrange the import consignment(s) received on our behalf and for our account in accordance with Art. 18 of the Union Customs Code on the basis of the ADSp (**) to arrange the customs clearances, to submit the customs declaration and the customs value declaration, to sign these documents in a legally binding manner, to submit applications for import documents and for reimbursement and remission - if necessary - on our behalf and to accept any import duties to be reimbursed to us.

And/ Or

We hereby commission and authorize, until revoked in writing, the company **Optima Global GmbH, Charlotten Str. 120, 45289, Essen**, to arrange the export consignment(s) received on our behalf and for our account in accordance with Art. 18 of the Union Customs Code on the basis of the ADSp (**) to arrange the customs clearances, to submit the customs declaration and the customs value declaration, to sign these documents in a legally binding manner, to submit applications for export documents on our behalf.

(*) Please strike through where not applicable.

(**) We work exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017).

Managing Director: Mathijs Muller, registered office in Bochum, company registration filed in Duisburg under HRB 31579

Shipping dates which may shown are based on today's sailings scheduled from shipping/ airline. None of these dates can be guaranteed. Liability claims as per BL rules of the shipping/ airline.

As of January 1st, 2017 we operate exclusively in accordance with the ADSp, version 2017 (German Forwarders' General Terms and Condition of Trading). These limit the legal liability for damage to goods in accordance with § 431 of the HGB (German Commercial Code); in the case of multimodal transports, including sea transport and an unknown damage location to 2 SDR (special drawing rights) kos plus, further in this, per damage case to 1,25 Million € or 2,50 Million € respectively per damage event. For all logistic services which are as per ADSp not subject to a transport contract, we operate exclusively in accordance with the latest version of the Logistik-AGB.

The undersigned confirms:

- We are the purchaser of the goods to be declared / act on behalf of the purchaser (*).
- We undertake to assume and pay all duties and expenses incurred by the principal in connection with customs clearance.
- We are familiar with the information sheet "Customs Value" for form D.V.1. We undertake to observe all the circumstances mentioned herein which affect the customs value and any subsequent changes and to notify our authorized representative thereof in good time before submitting the customs value declaration. There is / there is not (*) any affiliation within the meaning of Article 127 of the UCC Implementing Act.
- We will hand over to our authorized representative all documents necessary for customs clearance in the individual case. This includes, in particular, import permits, licenses and valid proofs of origin if we wish to claim customs preferences.
- If we are holders of current permits relevant for customs clearance, we will send copies of these in good time before clearance.
- The customs tariff number and the description of the goods will be communicated separately in due time. If no customs tariff number is available at the time of the import declaration, the authorized representative is entitled to determine it independently on the basis of the information available to him. We undertake to provide the authorized representative with existing binding tariff information or with binding tariff information issued to us at a later date without being requested to do so and to inform the authorized representative in good time if binding tariff information loses its validity.
- Obligations under foreign trade law are our responsibility. Existing prohibitions and restrictions as well as other restrictions, in particular from customs law as well as international and/or political measures on international trade, are complied with.
- We assume sole responsibility for the completeness, correctness and authenticity of all documents and information required for the execution of the orders. Clause 4.1 sentence 2 ADSp 2017 remains unaffected.
- The authorized representative has the right to grant sub-authorization.
- We agree to the use and storage of our data for the purpose of the agreed contractual activities. For supplementary administrative support, Optima Global uses an affiliated company based in a third country on the basis of the applicable data protection laws.
- We are entitled to full input tax deduction (*).

Place, Date	Name	Company stamp/ Signature
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Extract from the ADSp - German Freight Forwarders' Standard Terms and Conditions 2017
Article 23 Limitations of Liability

23.1 The liability of the Freight Forwarder for damage to goods in his care according to § 431 Abs.

1, 2 and 4 of the German Commercial Code (HGB) shall, with the exception of damage arising out of carriage by sea and warehousing upon instruction, be limited to the following amounts limited as follows:

23.1.1 to 8.33 special drawing rights for each kilogram, if the freight forwarder is

- carrier in the sense of § 407 HGB,
- freight forwarder acting on his own account, fixed cost forwarder or consolidated freight forwarder in the sense of §§ 458 to 460 HGB
- or
- custody forwarder in the sense of section 461 paragraph 1 HGB is;

23.1.2 to 2 instead of 8.33 special drawing rights for each kilogram, if the principal has concluded a contract of carriage with the freight forwarder for carriage by different means of transport including carriage by sea and the place of damage is unknown. If the place of damage is known, liability shall be determined in accordance with Section 452a of the German Commercial Code (HGB), taking into account the exclusions and limitations of liability of the ADSp.

23.1.3 If the liability of the freight forwarder arising from section 23.1.1 exceeds an amount of 1.25 million Euros per event of damage, his liability is further limited to an amount of 1.25 million Euros or 2 special drawing rights for each kilogram, whichever is the greater.

23.2 The liability of the Freight Forwarder for damage to goods in his care is limited, in the case of a contract of carriage by sea and in the case of cross-border carriage, to the maximum amount of liability laid down by law for such carriage. Section 25 remains unaffected.

23.3 In cases not covered by sections 23.1 and 23.2 (e.g. section 461 paragraph 2 German Commercial Code (HGB), sections 280 ff German Civil Code (BGB)) the freight forwarder's liability for damage to goods is limited in accordance with section 431 paragraphs 1, 2 and 4 HGB as follows

23.3.1 in the case of a contract of carriage by sea or by different means of transport including carriage by sea, to 2 special drawing rights per kilogram,

23.3.2 for all other contracts of carriage, 8.33 special drawing rights for each kilogram.

23.3.3 Furthermore, the liability of the Freight Forwarder arising from any damage event shall be limited to a maximum amount of 1.25 million Euros.

23.4 The liability of the freight forwarder for damage other than to goods, excepting damage in case of warehousing upon instruction, personal injury and damage to goods that are not subject of the contract of transportation, is limited to three times the amount payable for the loss of the goods according to section 23.3.1 or 23.3.2. Furthermore, the Freight Forwarder's liability is limited to a maximum amount of 125,000 Euros per claim.

23.4.1 Sections 413 paragraph 2, 418 paragraph 6, 422 paragraph 3, 431 paragraph 3, 433, 445 paragraph 3, 446 Para. 2, 487 Para. 2, 491 Para. 5, 520 Para. 2, 521 Para. 4, 523 of the German Commercial Code (HGB) as well as corresponding liability provisions in international conventions which may not be deviated from by way of pre-formulated contractual conditions shall remain unaffected.

23.4.2 Section 23.4 does not apply to legal provisions such as Art. 25 MÜ, Art. 5 CIM or Art. 20 CMNI, which extend or allow to extend the liability of the freight forwarder.

23.5 If the liability of the freight forwarder arising from sections 23.1, 23.3 and 23.4 exceeds an amount of 2.5 million Euros per event, his liability is limited to a maximum of 2.5 million Euros per event or 2 special drawing rights for each kilogram of lost and damaged goods, whichever is the greater, whichever is higher; in the case of more than one claimant, the Freight Forwarder shall be liable pro rata in proportion to their claims.

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