



GUARANTEE FOR PRESENTATION OF GOODS AT CUSTOMS / UNDERTAKING

Order and Customs power of attorney to issue transit documents T1 / T2

We hereby instruct and authorise until revoked in writing, the company:

ALGO Logistik GmbH
Bahnhofstr. 11, DE-95701 Pechbrunn

to issue and lodge the Community transit documents T1 / T2 for our shipments according to our individual written orders as well as to carry out all actions related to the customs clearance.

The signatory declares and irrevocably recognizes:

- The shipments and the relevant transit accompanying documents (control print-outs of the electronic NCTS transitdeclarations) will be presented to the customs office of destination always in complete, intact and unaltered condition within the prescribed time limit set by the customs office of departure (see entry in the transit accompanying document).
- We are aware that the shipments are undutied goods (duties are yet to be paid) and can be used only after presentation at the customs office of destination. We guarantee the correct completion of the transit procedures and their discharging.
- After presentation we immediately provide to the representative, evidence that the transit procedure has ended or was duly presented.
- In case a consignee refuses to accept the shipment we will immediately and without request inform the representative before redirecting the shipment.
- We and the trucking personnel are aware of the rules concerning the treatment of dutiable goods, especially in cases of damages, accidents or break of customs seal. Only properly guarded parking areas are used.
- We are fully liable for all consequences resulting from the incorrect completion or discharging of the transit documents as well as presenting them later than the pre-determined time limit. We are entirely committed, without any objections whatsoever, to full and immediate payments of refund, upon first request by ALGO Logistik GmbH, if the customs administration demands import duties (incl. possible accruing third country duties) from the principal who financially guarantees the transit documents and issued them by order of ALGO Logistik GmbH. Furthermore we commit ourselves to bear any official charges, customs and late payment fines, interest, as well as extra effort entailed by the incorrect completion or discharging of the transit procedures.
- We assume sole responsibility for the completeness, accuracy and authenticity of all documents and information which are necessary for the execution of the orders. The representative has neither to verify nor to supplement this.
- This Power of attorney and Guarantee of presenting goods at customs / Undertaking is also applicable for agents authorized by the representative.
- The charges for issuing the transit documents will be paid on the basis of an invoice.
- We agree expressly to the use and storage of our data for the purpose of fulfilling the agreed contractual activities, especially according to the EU General Data Protection Regulation (GDPR). Our agreement we can revoke at any time in writing.

place / date

name in block letters

company stamp / legally binding signature

ALGO Logistik GmbH
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Registergericht:
Amtsgericht Weiden i. d. Opf. – HRB 3570
Sitz der Gesellschaft ist Pechbrunn
Erfüllungsort und Gerichtsstand ist Weiden
UST-ID-Nr.: DE 266926349
St.-Nr.: 255/121/50570

Bank: Sparkasse Oberpfalz Nord
BLZ: 75350000
KTO: 11070760
BIC: BYLADEM1WEN
IBAN: DE 92 7535 0000 0011 0707 60



Wir arbeiten auf Grundlage der Allgemeinen Deutschen Spediteurbedingungen (ADSp.), jeweils neueste Fassung und haben die Speditionsversicherung über Allianz esa cargo & logistics gezeichnet. Die ADSp beschränken in Ziffer 23 die gesetzliche Haftung für Güterschäden nach § 431 HGB für Schäden in speditionellem Gewahrsam auf 5,- EUR/kg; bei multimodalen Transporten unter Einfluß einer Seebeförderung auf 2 SZR/kg sowie darüber hinaus je Schadenfall bzw. -ereignis auf 1 Mio bzw. 2 Mio EUR oder 2 SZR/kg, je nachdem, welcher Betrag höher ist. Abweichend von Ziffer 30.1-3 ADSp ist der Gerichtsstand für alle Streitigkeiten Weiden. Sitz der Gesellschaft ist Pechbrunn. Wir arbeiten nach den Bestimmungen des Zugelassenen Wirtschaftsbeteiligten (AEO – Authorized Economic Operator) und setzen die Kenntnis sowie Einhaltung der Vorgaben zur Sicherung der Lieferkette nach AEO-F Standard voraus. Rechtsgrundlage: Art. 38, 39 Unionszollkodex UZK. Bewilligungs-Nr. DE AEOF 118268