

**BTG**  
**Internationale Spedition GmbH**  
Parkstraße 35, 86462 Langweid

Zollvollmacht@btg.de



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

We hereby give the company **BTG Internationale Spedition GmbH** with Head Office in Parkstraße 35, 86462 Langweid and branch offices in Berlin, Bremen, Frankfurt, Hamburg, Kempten, Neuss, Olching, Plochingen and Ravensburg (VAT ID No. for the fiscal representation: DE 812171491) 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 **BTG Internationale Spedition GmbH** 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

(\*) 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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Attention: This Power of Attorney can only be revoked in writing via the e-mail address Zollvollmacht@btg.de.



BTG Internationale Spedition GmbH  
Geschäftsführer:  
Oswin Röming, Matthias Ciecierski  
Sitz der GmbH: Langweid / Foret  
Registergericht Augsburg  
HRB 11796  
Gerichtsstand: Augsburg  
USt-IdNr. DE 814122379

EIN UNTERNEHMEN DER BTG GRUPPE



Wir arbeiten ausschließlich auf Basis der Allgemeinen Deutschen Spediteurbedingungen 2017 (ADSP 2017) und soweit diese für die Erbringung logistischer Dienstleistungen nicht gelten, nach den Logistik-AGB 2019. Download unter [www.btg.de/download](http://www.btg.de/download)

AEO: Eine sichere Lieferkette muss ausdrücklich schriftlich vereinbart werden.

