# Customs Instruction

## Power of Attorney and indemnification undertaking

The undersigned Authorized signatories, acting on behalf of Insert name, address and organisation number of the customer hereby appoints, authorizes and empowers SE5560456674, DSV Road AB, Box 555, 261 24 Landskrona to act as direct representative for customs clearance activities.

Thus, the undersigned grants a power of attorney to DSV Road AB to effect customs clearance of goods or to assign the goods to another customs-approved treatment in the name of the undersigned.

This Power of Attorney furthermore entitles DSV Road AB to subcontract the customs activities to another legal entity in the DSV group or if relevant to a third party entitling this entity or other party to effect customs clearance of goods or to assign the goods to another customs-approved treatment in the name of the undersigned and for the account of the undersigned.

The undersigned undertakes to indemnify DSV Road AB on the latter´s first demad from any and all financial consequences claims and incurred costs, including but not limited to customs duties and other indirect taxes e.g. VAT and excise duties, penalties, fines and interests which DSV Road AB may incur due to incorrect information given by the undersigned or due to negligence on the part of the undersigned.

The undersigned furthermore undertakes to contribute to mitigate any claims directed against DSV Road AB however so caused and thus accept to reimburse any claims deductible or refundable for the undersigned e.g. VAT and excise duties.

This Power of Attorney shall be governed by, and constructed in accordance with, the laws of Sweden, to the exclusion of any conflict of law rule that would refer the matter to another jurisdiction.

Any dispute, controversy or claim arising out of this agreement which cannot be settled amicably between the parties shall be handled by the ordinary courts in Sweden, with the city court of Malmö as agreed venue.

Date: [Insert date]

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On behalf of [Insert name of the customer]

Name: Authorized signatories

Title: [Insert title]

**Instructions to the agreement/power of attorney to act as Directe Representative for customs clearance activities.**

This document relates to the agreement/power of attorney to act as Direct Representative, which now lies before you. This document enables DSV, taking into account article 5 sub 2, first dash, of (EU) Community Customs Code 1 (Regulation **952**/**2013**) to perform customs clearances and related services in your name and at your expense. We also refer to the scope of services as set out in the agreement/power of attorney itself.

Why this instruction?

The agreement/power of attorney to act as direct representative is – above all – a document with a civil law related relevance. Its purpose may be to grant power of attorney to DSV to perform customs related services on your behalf (in your name and at your expense), the document itself however should **NOT** be qualified (from a legal perspective) as a “customs document”. It is a legal and written confirmation of the fact that the one party (you as a customer) grants power of attorney to the other partu (DSV) to perform legal acts in his name (in name of the customer).

This means that the actual agreement/power of attorney should always be signed by a duly authorized company official. That is **NOT**, with all due respect, someoe only authorized to sign regular customs documents or im- and export documents, as this is not a customs document. A power of attorney can only be signed by someone *with the power to legally bind the company* he or she is representing. From a legal perspective this goes (far) beyond the authority to sign for customs- or export related documents.

In daily practice this is usually a (managing) director or at least someone formally registered (Chamber of Commerce) as having (unlimited) authority where this authority clearly exceeds the (often limited) authority of someone allowed to sign for customs- and export related documents.

This means that customs employees or employees having similar positions, holding a limited authority that clearly relates to their respective jobs, are not allowed to sign the agreement/power of attorney. This should only be different if and when a company official (often managing director or similar) clearly and formally authorized someone to do so, provided this “extra” authorization is legally correct and made clearly visible to DSV.

The relevance of the above is very simple. If and when an agreement/power of attorney is signed by a person apparently unauthorized to do so, the value of the agreement/power pf attorney (even retro-actively) will be null and void, meaning that all customs related services by DSV have been done under the regulations or declarant instead of direct representation. This may have great impact on legal consequences.

Documents to be provided

The agreement/power of attorney (filled out and duly signed), as well as (copies of) extracts from the Chamber of Commerce (or any other document conforming scope of authorization), preferably not older than three (3) months, can be provided digitally (e-mail/pdf) to your DSV contact. In case of any question about the above, please contact your DSV representative.