

Terms and conditions and fees for customs clearance

The following terms and conditions and fees apply to the agreement regarding customs clearance by DHL Express GmbH on behalf and for the account of the shipment's recipient (referred to as the "Client" hereinafter).

Order for customs clearance

The service is provided by the customs service provider, DHL Hub Leipzig GmbH, as the vicarious agent of DHL Express Germany GmbH.

If such are available, the Client shall provide DHL Hub Leipzig GmbH with any goods tariff lists, approvals or valid binding information (e.g. binding tariff information) required for customs clearance. The Client is aware that incorrect or missing information and documents for the customs declaration can lead to a different assessment or the subsequent collection of customs data for which the Client is responsible. Therefore, the Client assures that he provides all the data and documents – in as far as available – in full as well as correctly.

Customs power of attorney according to art. 19 UCC

The Client authorises DHL Hub Leipzig GmbH according to [art. 19 of the Union Customs Code \(UCC\)](#) to submit the required customs declarations on behalf and for the account of the Client (direct representation) in order to transfer the shipment into free circulation under customs legislation. The customs power of attorney granted also includes the right to apply for any subsequent assessment (if applicable), the reimbursement and waiver of import duties, e.g. in the event of customs declarations which have to be amended or the invalidation of such.

The Client is aware that the activities of DHL Hub Leipzig GmbH under the Client's customs power of attorney establish a direct legal effect with regard to him/her. As a result of customs clearance on behalf and for the account of the Client, the Client becomes a party to the customs proceedings, i.e. specifically a debtor with regard to any import duties which might be incurred (import sales tax, customs duties).

Fees incurred for customs clearance

In order to disburse any customs duties, taxes and fees incurred, DHL Express Germany GmbH usually provides capital to accelerate customs clearance. These costs are charged including a commission fee for the provision of capital called "Duty Tax Processing Service" (2 % of fiscal charges with minimum of €12.50) per shipment cleared. This fee is not incurred for fees exempt from import duties. However, DHL Express Germany GmbH is not obliged to provide capital and, in individual cases and for serious reasons, it can refuse customs clearance of shipments at its own discretion.

As of the 4th day, storage necessitated by delays on the part of the customer is liable to a storage fee of 11 € (plus VAT) per shipment and 0,22 € per kilogram and day. Customs clearance is included for up to 5 goods tariff items. As of the 6th goods tariff position, a fee of 5 € (plus VAT) is charged per item. A fee of 45 € (plus VAT) per shipment is charged for document-based customs clearance (e.g. travel baggage and relocation goods) as well as goods returned.

Any fees incurred have to be paid in cash together with the import duties upon delivery of the shipment.

This agreement is governed by German legislation. Bonn is the legal venue