

**DIRECT CUSTOMS
REPRESENTATIVE AGREEMENT**

1/3

Date: _____

Parties,

1. CLIENT:

Name: _____

Address: _____

Postcode: _____

Place: _____

E-mail address: _____

VAT nr: _____

Chamber of Commerce number: _____

EORI number: _____

Citizen service number (private person): _____

and

2. CARGO INTERNATIONAL BV/CAR-GO INTERNATIONAL BV/CARGO ADMINISTRATION SERVICE BV

Registered office in Apeldoorn, with offices at Ugchelseweg 11, 7335 JP in Apeldoorn
(hereinafter referred to as "Cargo")

AGREE AS FOLLOWS,**Clause 1 Article 1 Assignment and appointment as Direct Customs Representative**

1. The Client authorizes and instructs Cargo, as meant in Article 18 et seq. Of the Union Customs Code (Regulation No 952/2013/EU), against the agreed fee, the declarations prescribed in customs legislation – and as far as possible from other legislation – to be performed 'in the name and on behalf of' the Client. This authorization and the assignment apply to goods shipments made by/ for the benefit of the Client and for which shipment(s) the Client has provided the documents/information to Cargo. This authorization and assignment shall include all acts and communications up to and including the termination of the verification and in connection with the issue of the declaration of customs debt.
2. The Client appoints Cargo to this end as its Direct Customs Representative in the meaning of article 18 of the Regulation and grants Cargo an authorisation in accordance with the authorisation attached as Annex 1.
3. Cargo is entitled to refuse specific activities without stating a reason under the condition that it reports this immediately by mail to the client.
4. Cargo is entitled to transfer its rights and obligations under this Agreement, including the granted authorisation, to:

Name: _____

Chamber of Commerce number: _____

Clause 2 Consignments

1. Cargo is only obliged to submit declarations for the consignments of goods brought before Cargo by or on behalf of the Client.
2. The Client is obliged to provide Cargo with all the necessary information, documents and records required for the declaration, on time.
3. If this serves the interests of the Client, Cargo will be present at samples and physical Recordings at the Client's request.

DIRECT CUSTOMS REPRESENTATIVE AGREEMENT

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Date: _____

Clause 3 Business data

1. The Client guarantees that Cargo has the correct business data of the Client available to it at all times. The Client shall pass on any changes in its business data immediately to Cargo.
2. The Client shall make at least the following documents available to Cargo:
 - a. Copy Commercial Register;
 - b. Authorisation authorised signatory;
 - c. Copy passport / identity card authorised signatory.

Clause 4 Applicable conditions

This agreement, the granted authorisation and all other legal relationships based or arising from this, are subject to the attached Dutch Forwarding Conditions / General Terms and Conditions of the Fenex (version 1 July 2004).

Clause 5 Provision of security and payment of duties

Unless and insofar as not otherwise agreed, Cargo shall be responsible for the provision of securities and the payment of duties, levies and taxes to the Tax Authorities / Customs. To this end it will use the facilities granted to it by the competent authorities.

Clause 6 Obligation to keep records

1. On the basis of the 'electronic filing' permit issued to it, Cargo is obliged to maintain records in which the (original) documents and records are kept for each declaration. The Client is also obliged to keep a copy of the documents and records it has provided.
2. The Client, in addition, is statutorily required to keep all information relating to the declaration, the documents and other information relating to the transaction on its records for a period of 7 years.

Clause 7 Term and termination

1. This Agreement and the authorisation hereby granted come into force on the date of signing.
2. This Agreement and the authorisation hereby granted have been entered into: (tick chosen option)
 - For an indefinite period of time.
 - For a fixed period, namely 1 year.
 - For the duration of the consignment of goods.
3. If the Agreement has been entered into for an indefinite period of time, it may be terminated by one of the Parties by registered letter:
 - a) With a notice period of 2 months in all appropriate cases and without any reason for such having to be given;
 - b) Without any notice period if the other Party is in default of the performance of its obligations under this Agreement and has not rectified these failures within a reasonable term after having been issued with a notice of default to this end;
 - c) Without any notice period if the other Party is declared bankrupt or a petition has been filed to this end or has been granted a moratorium.
4. Provisions relating to the performance of (administrative/statutory) obligations remain in force even after the end of this Agreement.

DIRECT CUSTOMS REPRESENTATIVE AGREEMENT

3/3

Date: _____

Clause 8 Liability

1. Any and all liability of Cargo towards the Client for loss and/or costs caused by any act and/or omission is limited to that paid by the Client in respect of the performance of the instruction or owed payments or, if such is lower, the amount paid out in the relevant case pursuant to the liability insurance taken out by Cargo.
2. Any and all liability of Cargo towards the Client for loss and/or costs which may be viewed as indirect or consequential loss such as, but not limited to, trading loss or loss of turnover or profit, is at all times excluded.
3. The above exclusions and limitations of liability do not only apply within this Agreement but also relate to statutory liability.

Clause 9 Nonbinding

1. If one or more provisions of this Agreement appear to be invalid, the Agreement shall remain in force in all other respects. The Parties shall enter into consultation on the provisions which appear not to be legally valid in order to agree replacement provisions which are legally valid and which link in with the purport of the provisions to be replaced as far as possible. Any voidness or non-enforceability of one or more provisions of this Agreement, does not affect the validity and enforceability of the other provisions.
2. No amendment, change or addition to this Agreement shall be binding between the Parties unless they have been recorded in writing and signed by the Parties to this Agreement.

Clause 10 Other liability

1. If the Client already has certain information that is or may be important for the declaration, Cargo must be informed of this. Examples include: Import and Export regulations, special regulations for imports (Weapons and Ammunition Act, Opium Act, Anti-Dumping duties, countervailing duties, etc.).
2. The Client guarantees that the goods declared for export are not subject to European or American Export Control legislation for Military or Dual Use goods.

Clause 11 Applicable law and Disputes

1. This Agreement is governed by Dutch law.
2. Any disputes which arise in connection with this Agreement, or related further agreements, shall be brought before the court with jurisdiction in the district of Gelderland.

With this I agree to the terms and conditions of Cargo International B.V., available at www.car-go.nl

CARGO INTERNATIONAL BV

Name: _____

Signature: _____

CLIENT

Date / Place: _____

Name: _____

Signature: _____

Visiting address:
Ugchelseweg 11
7335 JP Apeldoorn
The Netherlands

Mailing address:
Postbus 1115
7301 BJ Apeldoorn

T. +31(0)55 533 94 43
E. export@car-go.nl

KvK 08152223
Vat NL81.71.26.843.B01
IBAN NL82RABO0312452942
BIC RABONL2U

AUTHORISATION

Date: _____

1. CLIENT:

Name: _____
 Address: _____
 Postcode: _____ Place: _____
 E-mail address: _____ VAT nr: _____
 Chamber of Commerce number: _____ EORI number: _____
 Citizen service number (private person): _____

hereby declares to authorise,

2. CARGO INTERNATIONAL BV / CAR-GO INTERNATIONAL BV / CARGO ADMINISTRATION SERVICE BV

Registered office in Apeldoorn, with offices at Ugchelseweg 11, 7335 JP in Apeldoorn
 (hereinafter referred to as "Cargo")

Especially for and on behalf of the Client in accordance with Article 18 et seq. Of the Union Customs Code (Regulation 952/2013/EU):

1. file the declarations prescribed in the customs and other legislations in the name and for the account of the Client (direct representation);
2. carry out all acts and have all communication up to and including the ending of the verification which relates, or lead, to the issuance of the notification of a customs debt;
3. make request for repayment/remission;
4. lodge notice of objections;
5. and furthermore do everything that Cargo may deem necessary, useful or advisable.

Cargo is entitled to use this authorisation, even if it concerns a legal act whereby Cargo acts as the authorised party of one or several other parties involved in this legal act.

This Agreement and the authorisation hereby granted have been entered into: (tick chosen option)

- For an indefinite period of time.
 For a fixed period, namely 1 year.
 For the duration of the consignment of goods.

With this I agree to the terms and conditions of Cargo International B.V., available at www.car-go.nl

CARGO

Name: _____
 Signature: _____

CLIENT

Date / Place: _____
 Name: _____
 Signature: _____

Visiting address:
 Ugchelseweg 11
 7335 JP Apeldoorn
 The Netherlands

Mailing address:
 Postbus 1115
 7301 BJ Apeldoorn

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