



Agreement / authorisation to act as limited tax representative as well as direct representative at import and export

The Undersigned,

The Principal / the party tax represented / the party directly represented:

Company name:	
Address:	
Postal code, Place:	
Country:	
Chamber of commerce reg. no:	
EORI no:	
VAT-Id no:	
Your forwarder / carrier:	
Contact person Customs affairs:	
E-mail address contact person:	

The Freight Forwarding Company / Tax Representative / Direct Representative:

Company Name: **Waalhaven Douane Service BV**
Address: **Postbus 5155**
Postal Code, Place: **3008 AD Rotterdam**
Country: **The Netherlands**
VAT-Id no: **NL805689710B02**
EORI no: **NL805689710**

To handle all customs formalities of the undersigned on the undersigned's behalf in the Netherlands and to act as limited tax representative in respect of the VAT and import Duties, the VAT listing and the intrastate declaration, in conformity with Article 18, and further, of the Union Customs Code (Regulation no. 952/2013/EU).



In the event of any sale, merger or reorganization of the undersigned, provided that the obligations of the undersigned hereunder remain those of the undersigned under its contract with Waalhaven Douane Service B.V., the undersigned undertakes to execute such further and other documents as may be required in order to continue to grant authority to Waalhaven Douane Service B.V. to act as limited tax representative for the remainder of the validity period hereunder, including, if necessary, renewal of this authorisation for such remainder.

All undersigned's clearances will be cleared by Waalhaven Douane Service B.V. through customs on the undersigned's behalf and is / are part of the intrastate declaration.

Undersigned commits itself to present to Waalhaven Douane Service B.V. all necessary documents, such as signed-off delivery notes, consignment notes, CMR waybills etc. at the first request and to reimburse Waalhaven Douane Service B.V. for all VAT, import duties related costs and penalties, including costs and fees for proceedings paid by Waalhaven Douane Service B.V. on the undersigned's behalf.

Applicable for Waalhaven Douane Service B.V. are the Dutch Forwarding Conditions (General Conditions of the Netherlands Association for Forwarding and Logistics) as deposited at the Registry of the District Courts at Amsterdam, Arnhem, Breda and Rotterdam on 1 July 2004. The undersigned has received a copy of these conditions. These General Conditions are also available at www.fenex.nl and will be sent on first request, free of charges.

The parties declare to have agreed as follows:

The Principal authorises and places orders with the Customs Agency, in conformity with Article 18, and further, of the Union Customs Code (Regulation no. 952/2013/EU), against the agreed remuneration, to make the declarations prescribed in the customs legislation – and where possible in other legislation – ‘in the name and for the account’ of the Principal. This authorisation and the order apply to the shipment of goods presented by / on behalf of the Principal, for which the Principal has provided the Customs Agency with the records / information. This authorisation and the order comprise all acts and communications up to and including the completion of the verification of the declaration and those in connection with the issue of the communication of the amount of the customs debt.

Furthermore, the Principal authorises and commissions the Customs Agency to:

1. Submit requests for payment / remission as well as submit written objections relating to data incorrectly stated in the declaration compared to the information supplied when the order was placed.
2. To proceed, at the request of the Principal, to submit request for repayment / remission as well as to submit written objections, because incorrect information was supplied when the order was placed.
3. To submit written objections in relation to corrections up to the completion of the verification of the declaration.
4. The receipt of direct return payments on the account of the Direct Representative, in case of return payments from the Customs, after appeal- and/or objection procedures.

Separate, case-by-case agreements are required for making / submitting other requests, written objections and lodging appeals.

In connection with the authorisation, the Principal is obliged to hand over to the Freight Forwarding Company proof of the existence of the company, its current place of business and names of the person(s) authorised to lawfully represent the company, such as a recent excerpt of the company's entry into the Trade Register of the Chamber of Commerce or a statement by the company to serve as evidence of the authority of the person issuing the authorisation. If the Principal is a private individual, that person must hand over a copy of his passport / identity card.



Article 1. General Conditions

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the Dutch Forwarding Conditions, with the inclusion of the Arbitration Clause. The most recent version of the Dutch Forwarding Conditions at the moment at which the acts / activities are performed, is applicable.
- 1.2 The following annexes form part of this agreement:
annex a) The Dutch Forwarding Conditions.
annex b) The 'information and documents required' checklist.
- 1.3 Unless otherwise agreed, the Direct Representative shall, if this serves the interests of the Principal, on the basis of the information known to the Direct Representative, be present at the taking of samples and the examination of the goods.
- 1.4 The Direct Representative is entitled to refuse to perform acts and activities ensuing from this agreement / authorization, providing he / it communicates this as soon as possible.

Article 2. Obligations of the parties

- 2.1 The Principal is obliged to provide the Direct Representative with all required records, information and data necessary for the execution of this agreement (also for each individual shipment / transaction), which may be required on the basis of the applicable rules and regulations and the present agreement.
- 2.2 In order to submit a correct customs declaration the Direct Representative must require from the Principal the required records, information and data, the relevance of which must be reasonably known to him / it.
- 2.3 The Direct Representative will make such declarations on the basis of the above data.

Article 3. Provision of security / Payment of duties and taxes

- 3.1 Unless otherwise agreed, use will be made of the facilities of the Direct Representative in order to provide security and ensure payment of duties, other charges and taxes to the Customs Authorities.

Article 4. Obligation to keep records

- 4.1 On the basis of the license to submit an electronic declaration to the Customs Authorities issued to him / it, the Direct Representative is obliged to keep records and keep the (original) documents and records pertaining to each declaration. The Principal is obliged to keep a copy of the documents and records provided by him / it for the same period of time.
- 4.2 Subject to article 4.1, the Principal is under a statutory obligation to keep all data relating to the declaration, the records and other data in connection with the transaction on file insofar as these pertain to the declaration.

Article 5. Duration and termination / revocation of the agreement / authorization

- 5.1 This agreement / authorization is entered into / applies for an indeterminate period of time, effective as from signing date of authorisation. The agreement / authorization may be cancelled / revoked in due observance without any delay.
- 5.2 Cancellation / revocation is to be effected by registered letter.
- 5.3 The provisions under this agreement / authorization continue to apply also after cancellation / revocation, where relevant in connection with fulfilment of obligations imposed in the name of government.
- 5.4 The Direct Representative is entitled to keep the present authorization also after revocation for the purpose of possible controls in the name of the government.

**Article 6. Excise Duties**

- 6.1 This agreement / authorisation also applies on the activities to act as representative for refunds and/or payments of all excise duties.
- 6.2 Refunds are requested, based on the 'Wet op de verbruiksbelasting van alcoholvrije dranken' (WVAD), article 33, paragraph 1, item e.
- 6.3 In case of refunds, we agree that payments will be returned to the account of the Direct Representative or our own bank account, listed below.

Bank account (IBAN):	
BIC:	

This agreement has been drawn up in two languages, the Dutch and the English language. In case of different interpretations, the Dutch version shall prevail.

This authorisation will continue for an indefinite period of time, if not terminated by one of the parties.

The Principal, lawfully represented by:

Full Name:	
Position:	
Date:	
Place:	
Signature and Company Stamp:	<i>(signature)</i> <i>(company stamp)</i>

Freight Forwarding Company, represented by:

Full Name: **Alwin Koolen**

Position: **General Manager**

Date:

Place: **Rotterdam**

Signature and Company Stamp: *(signature)* *(company stamp)*