
**Acting as exporter within the meaning of article 1 (19)(b)(ii)
of Delegated Regulation (EU) 2015/2446 as modified
by the Delegated Regulation (EU)**

The undersigned:

1. Client

Full company name:	
Full registered business address:	
Registered postal code:	
Registered place of business:	
Country:	
Chamber of Commerce registration number:	
Chamber of Commerce town:	
Chamber of Commerce country:	
Tax registration number:	
EORI number:	
Full name including initials:	
Position:	
E-mail address contact person:	

hereinafter referred to as Client,

and

2. Forwarding Agent

Waalhaven Douane Service B.V., with registered office and place of business at Rotterdam, The Netherlands, at Droogdokweg 71, registered with the Chamber of Commerce in Rotterdam, The Netherlands under number 13038887, operating under tax registration number NL805689710B01 and EORI number NL805689710, duly represented by Mr. Alwin P.M. Koolen, in the position of General Manager, hereinafter referred to as Forwarding Agent, hereinafter referred to jointly as Parties, and each separately as Party, take into account that



- A. The Client wishes to transport goods outside of the customs territory of the European Union;
- B. The Client does not meet the requirements set out in article 1 paragraph 19 sub b of the Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063, annexed to the Union Customs Code.1 As the Client is unable to fulfil the role of exporter, to this end it is forced to appoint a third party that can fulfil the role on its behalf;
- C. The Forwarding Agent is a service provider which is involved, among other activities, in dealing with customs declarations and customs formalities on behalf of other parties;
- D. The Client commissions the Forwarding Agent to act as exporter on its behalf, at its expense and risk;
- E. The Forwarding Agent is prepared to accept the assignment as exporter, at the Client's expense and risk and within the meaning of article 1 paragraph 19 sub b under ii of the Delegated Regulation (EU) 2015/2446 as modified by the Delegated Regulation (EU) 2018/1063, annexed to the Union Customs Code;
- F. The Parties wish to set out in writing the conditions under which the Forwarding Agent shall act as exporter on behalf of the Client.

Article 2. Liability and Collateral

- 1. Insofar as the provisions in this article do not stipulate otherwise, article 11 of the Dutch Forwarding Conditions applies to the liability of the Parties.
- 2. By way of derogation from article 11.2, the Forwarding Agent is not liable for any damage suffered by the Client, except in the case of intent or willful recklessness on the part of the Forwarding Agent.
- 3. By way of derogation from article 11 paragraph 7, damage expressly includes all damage – including but not limited to material damage, immaterial damage, consequential damage, fines, interest, costs and other loss relating to inspections, enforcement, investigation and prosecution, negative publicity, loss of profit, as well as penalties and forfeitures, including consequences due to acting as exporter in accordance with this agreement, non-clearance or tardy clearance of customs documents and claims on account of product liability and/or intellectual property rights – that the Forwarding Agent suffers directly or indirectly as a result of (amongst other things) the Client failing to comply with any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident within the Client's scope of risk, as well as a result of the fault or negligence in general of the Client and/or its employees and/or third parties called in or engaged by the Client, irrespective of whether the damage ensues from claims by the government or third parties.
- 4. The Client shall always indemnify the Forwarding Agent from third party claims, including employees of both the Forwarding Agent and the Client, relating to or ensuing from the damage referred to in the previous paragraph.
- 5. If and insofar as the Forwarding Agent, its employees or third parties engaged by it within the scope of this agreement is/are held liable or prosecuted by any government, the Client is obliged to cooperate fully with the Forwarding Agent, its employees or third parties engaged by it within the scope of this agreement and provide all cooperation, information and documents that are or may be of importance within the scope of the liability claims or prosecution, including, but not limited to, substantiation, defense or the provision of information.
- 6. On behalf of the Forwarding Agent, the Client will provide a bank guarantee amounting to at least

€

This bank guarantee serves as collateral for the benefit of the Forwarding Agent in respect of the Client's liability that ensues from this agreement and the Dutch Forwarding Conditions governing this agreement.



Article 3. Duration and termination of the agreement

1. This agreement applies as from the date it is signed and is valid for an indefinite period.
2. Either of the Parties can give notice of termination of this agreement by registered letter, on the first day of the month, considering a notice period of at least 1 month.
3. The provisions in this agreement, insofar as they are relevant in relation to the fulfilment of obligations required by the authorities and in respect of the Client's liability vis-a-vis the Forwarding Agent, shall continue to apply even after termination of the agreement.

Article 4. Applicable General Terms and Conditions

1. The Dutch Forwarding Conditions apply to this agreement in the version applicable at the time of signature of this agreement. The Dutch Forwarding Conditions are appended to this agreement and form an integral part of it (appendix A, also see www.fenex.nl/fenex-conditions/).
2. By signing this agreement, the Client declares that it explicitly and irrevocably accepts the applicability of the Dutch Forwarding Conditions and that it has received the previously mentioned appendix

Article 5. Period of limitation

1. By way of derogation from article 20 paragraph 1 of the Dutch Forwarding Conditions, the period of limitation of all claims vis-a-vis the Client shall be 5 years.

Article 6. Choice of law and arbitration

1. This agreement shall be governed by Dutch law.
2. All disputes that arise from or that relate to this agreement and the assignments to be given in this context, shall be settled exclusively by arbitration in accordance with the FENEX Rules of Arbitration in the Forwarding Agent's place of establishment.

Agreed upon and signed in duplicate,

Client, legally represented by:

Full name:

Position:

Signature (and stamp):

Forwarding Agent, represented by:

Mr. A.P.M. Koolen

General Manager

Signature (and stamp):

Place and date:

Rotterdam,