

Agreement /Letter of Authorisation to Act as Direct Representative with Financial Services

The signatories,

Client / Direct represented party

Company name: _____

Address: _____

Post code, city: _____

Country: _____

VAT-ID*: _____

EORI no.*: _____

Customs representative / Direct representative

Company name: **DSV Road NV**

Address: **Schoonmansveld 40**

Post code, city: **2870 Puurs-Sint-Amands**

VAT identification number*: **BE0404.507.618**

** if applicable*

The Parties have agreed on the below provisions:

Paragraph 1:

1.1

The Client authorises and assigns the Customs Representative in accordance with Paragraph 18 et seqq. of the Customs Code of the European Union (Directive 952/2013/EU) to submit any and all declarations required by the customs law (and other legal provisions, if applicable) 'in the name and on behalf of the Client' and as stipulated by the 'procedures for direct representation' defined under the above Paragraph.

1.2

The present Agreement/Letter of Authorisation shall in the first place apply to any and all customs declarations for free circulation to be submitted by the Customs Representative

and/or to declarations on behalf of Client relating to the below duties, taxes, rights and associated rights:

- a) customs duties, anti-dumping duties, levies, premiums, additional contributions or refunds, supplementary amounts or components, complementary rights, rights under the Common Customs Tariff and other present or future rights related to trading with third party countries granted by institutions of the European Union, contributions and other levies defined within the scope of the EU's market regulations for the sugar industry
- b) excise duties, special energy levies, oil fuel inspection fees, environmental levies and green taxes, packaging tax
- c) value-added tax
- d) any and all levies, fees and default interest payable for goods subject to declaration, rights arising from health inspections, local taxes, storage rights and any and all other contributions the administration grants respite for in accordance with applicable law, decrees and/or ordinances.

The present Agreement/Letter of Authorisation shall cover any and all activities and communication until the customs verification has been completed.

For any and all activities on the 'Enig Kantoor' of the Customs Administration for customs duties and taxes, the Customs Representative's account or guarantee for customs duties and taxes shall, depending on the individual case, be provided in the name and on Client's behalf in accordance with the relevant provisions.

1.3

Moreover, the present Agreement/Letter of Authorisation shall also cover customs declarations the Customs Representative submits for Client in relation to the below customs regulations:

All customs regulations

For any and all activities on the 'Enig Kantoor' of the Customs Administration for customs duties and taxes, the Customs Representative's account or guarantee for customs duties and taxes shall, depending on the individual case, be provided in the name and on Client's behalf in accordance with the relevant provisions.

1.4

The present Agreement/Letter of Authorisation shall furthermore cover declarations submitted in accordance with the below regulations, excluding the provisions governing the Customs Representative's financial services:

In case of export:

- the export of community goods
- the re-exportation to satisfy the below customs regulations

All customs regulations

Paragraph 2:

Furthermore, Client authorises and assigns the Customs Representative as defined below:

- to file applications for refunds/abatements and to raise objections against incorrect tax declaration information provided by or on behalf of Client upon awarding the assignment without requiring any further instructions to be given to the Customs Representative.

- upon Client's explicit request, to file applications for refunds/abatements and to raise objections because incorrect information was provided when the assignment was awarded.
- to raise objections in relation to corrections until the completion of the verification.

Any and all other applications and/or objections to be submitted or raised and legal appeals to be made shall be agreed separately for individual cases.

Paragraph 3:

3.1

Client undertakes to prove the existence of its company, its present registered office and the identity of the company's legal representatives to Customs Representative through an official certificate before the first customs declaration is submitted hereunder. In the event Client is a private individual, Client shall present a copy of its ID card/passport.

3.2

In general, Client undertakes to provide the Customs Representative with any and all documents and information required by law and for Customs Representative to duly perform its function and obligations hereunder.

3.3

Prior to performing its duties hereunder, Customs Representative shall be entitled to receive an adequate commission for paying the duties, taxes and other costs incurred while performing its duties hereunder as defined under Paragraph 1.2. hereof and to cover any and all guarantees it provides while performing its duties hereunder as well as those amounts it will owe others while performing its duties hereunder.

3.4

The Parties hereto explicitly agree on Customs Representative being entitled to suspend its services until it has received the documents and information specified in Paragraph 3.1. and 3.2. and the commission defined under Paragraph 3.3. hereof.

Paragraph 4:

Unless stipulated otherwise by the present Agreement/Letter of Authorisation, the relation between Client and Customs Representative shall be governed by and subject to the General Belgian Freight Forwarding Terms as defined in the Belgian Official Journal no. 0090237 published on 25 June 2005.

Client hereby explicitly declares to be familiar with and fully accept the General Belgian Freight Forwarding Terms.

Paragraph 5:

The present Agreement/Letter of Authorisation shall be concluded for an indefinite period of time, commencing on _____

The Parties hereto shall be entitled to terminate the present Agreement/Letter of Authorisation giving a notice period of _____

The present Agreement's/Letter of Authorisation's termination shall be in writing and by registered mail to take legal force and effect.

Paragraph 6:

To the extent they are relevant for fulfilling official obligations, the provisions hereunder shall survive the present Agreement's/Letter of Authorisation's termination/cancellation. Moreover, the Customs Representative shall be entitled to keep the present Agreement/Letter of Authorisation in its own files and records for the purpose of possible statutory inspections and controls.

The client / direct represented party, legally represented by:

Full name: _____

Function: _____

Date and place: _____

Signature (and stamp):

Customs representative / direct representative, legally represented by:

Full name: **Yannick Morisse (by mandate)**

Function: **Customs Manager**

Date and place: **Puurs-Sint-Amands, 1-2-2019**

Signature (and stamp):

Annex: [Belgian Freight Forwarders Standard Trading Conditions](#)