

Instruction agreement/authorization

DIRECT REPRESENTATION

In order to create a customs declaration on behalf of your company, we need you to fill and sign attached form. Please note below fields are important:

1. All marked fields are mandatory;
2. If you don't have an EORI number and you are not an EU company, you can leave this open (it's an EU customs "client" number). If you are an EU company, this field is mandatory;
3. All pages must have the initials on the right bottom field Initials Principal;
4. We must verify if the person who signed this contract is allowed to sign contracts in name of the company. This must be verified with some proof, for example from your national Chamber of Commerce. This proof cannot be older than 3 months;
5. Annex A is mandatory, even if it might not apply for this shipment;
6. After approval, the original should be sent to:

DSV Solutions Nederland BV
Fao. Customs Department
Tasmanweg 2
5928 LH Venlo
The Netherlands

For questions, please contact customs.ven@nl.dsv.com.



Agreement/authorisation to act as (in)direct representative

The red shaded text indicates that further details must be provided.
Italicised passages indicate that a different arrangement is possible.

The Undersigned,
The Principal / the party directly represented

Company Name: _____

Address: _____

Postal Code, Place: _____

Country: _____

Chamber of Commerce Registration no.*: _____

VAT-Id no*: _____

EORI number*: _____

**where applicable*

The Freight Forwarding Company / Direct Representative

Company: DSV Road B.V.
 Tasmanweg 2
 5928 LH Venlo, the Netherlands

The parties declare to have agreed as follows:

The Principal authorises and places orders with the Freight Forwarding Company, 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 Freight Forwarding Company 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 Freight Forwarding Company to:

- submit requests for repayment/remission as well as to submit written objections relating to data incorrectly stated in the declaration compared to the information supplied when the order was placed;
- 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;
- to submit written objections in relation to corrections up to the completion of the verification of the declaration.
- Handle the financial aspects of the above requests and objections et cet.

Separate, case-by-case agreements are required for making/submitted 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.

Initials Principal	_____
Initials Direct Representative	_____

Article 1. GENERAL CONDITIONS

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the **Dutch Forwarding Conditions**¹, 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.²
- 1.4 The Direct Representative is entitled to refuse to perform acts and activities ensuing from this agreement/authorisation, 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.
- 3.2 In case refunds are granted by the Tax or Customs Authorities. These will be settled via the bank account of the Freight Forwarding Company/Logistics Service Provider.

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.³
- 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.³

Article 5. DURATION AND TERMINATION/REVOCAION OF THE AGREEMENT/AUTHORISATION

- 5.1 This agreement/authorisation is entered into/applies for an indeterminate period of time, effective as of _____ The agreement/authorisation may be cancelled/revoked in due observance of a term of three (3) months.
- 5.2 Cancellation/revocation is to be affected by registered letter.
- 5.3 The provisions under this agreement/authorisation 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 authorisation also after revocation for the purposes of possible controls in the name of the government.

¹ The [Dutch Forwarding Conditions](#), deposited by FENEX at the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, may also be consulted at www.fenex.nl under 'meer voorwaarden'.

² It is advisable that the parties examine whether entering into further agreements is desirable in connection with the nature of the products, and so on.

³ To be kept for a period of 7 years from the date at which customs control was completed.

Initials Principal _____
Initials Direct Representative _____

Article 6. THIRD PARTIES

6.1 The Freight Forwarding Company is entitled to have this agreement/authorisation performed by the following third party:

Company: DSV Solutions Nederland B.V.,
Durbanweg 31, 1047 HD, Amsterdam or
Lelyweg 30, 4612 PS, Bergen op Zoom or
Boschstraat 23, 6442 PD, Brunssum or
Europalaan 18, 6199 AB, Maastricht-Airport or
Engelandlaan 30, 6199 AN, Maastricht-Airport or
Tradeboulevard 4 Haven 528, 4761 RL, Moerdijk or
Tradeboulevard 7, 4761 RL, Moerdijk or
Orionweg 9 Haven Nr. 264, 4782 SC, Moerdijk or
Witte Vennenweg 1, 5807 EJ, Oostrum or
Transportweg 7, 7041 KK, 's-Heerenberg or
Logistiekweg 2, 5928 SG, Venlo or
Popeweg 42, 5928 SC, Venlo or
Popeweg 50, 5928 SC, Venlo or
Heierhoevenweg 17, 5928 RN, Venlo.

OR

Company: DSV Air & Sea Nederland B.V.,
Burgemeester J.G. Legroweg 45d, 9761 TA, Eelde or
Donker Duyvisweg 70, 3316 BL Dordrecht or
Europalaan 18a, 6199 AB, Maastricht-Airport or
Fokkerweg 300, Building 3A, 1438 AN Oude Meer.

- 6.2 The third party referred to above may invoke the Dutch Forwarding Conditions (with the inclusion of the Arbitration Clause).
- 6.3 The required records, information, and data, with the inclusion of this authorisation, must be made available to the third party referred to above.

Article 7. INDEMNIFICATION

The Customer undertakes to indemnify DSV Solutions Nederland B.V. (and the under Article 6 mentioned group companies) on the latter's first demand from any and all financial consequences claims and incurred costs, including but not limited to customs duties and other indirect taxes e.g. VAT and excise duties, penalties, fines and interests which may incur due to incorrect information given by the Customer or due to negligence on the part of the undersigned.

The Customer furthermore undertakes to contribute to mitigate any claims directed against DSV Solutions Nederland B.V. however so caused and thus accept to reimburse any claims deductible or refundable for the Customer (e.g. VAT and excise duties).

Initials Principal _____
Initials Direct Representative _____

The Principal, lawfully represented by:

Full Name: _____

Position: _____

Date and Place: _____

Signature (and Company Stamp):

Freight Forwarding Company, represented by:

Full Name:

Position:

Date and Place:

Signature (and Company Stamp):



Initials Principal	_____
Initials Direct Representative	_____

**ANNEX A
QUESTIONNAIRE: DIRECT REPRESENTATION**

In the UCC, first of all, the so-called EU 'first sale for export' option will be abolished and the last sale for export needs to be reported as the customs value in the customs declaration.

- 1. Does your company import goods which form part of a chain of sales prior to import into the EU (e.g. A→B →C →EU)?
Yes No
- 2. If the answer to Q1 is yes, is the customs value of these imported goods based on a sale earlier in this chain (read: not the last sale before import in the EU)?
Yes No

If the answer to both questions is 'yes', the UCC could have an impact the on business of your company (i.e. resulting in a higher EU import duty burden), we as your customs representator will contact you as soon as possible.

Secondly, under the UCC, royalties and license fees must be included in the customs value of the imported goods and de facto will become dutiable.

- 3. Does your company have to pay royalties or license fees related to the imported goods in order to be able to purchase the goods?
Yes No
- 4. If the answer to Q3 is 'yes', are the royalties or license fees included in the price payable for these goods (i.e. included in the invoice price)?
Yes No

If the answer to Q3 is 'yes' and to Q4 is 'no', the UCC could have an impact on the business of your company. (i.e. resulting in a higher EU duty burden), we as your customs representator will contact you as soon as possible.

And last, under the UCC, when a Binding Tariff Information (BTI) is provide by any EU customs authority, the BTI reference number must be included in the customs declaration of the imported goods.

- 5. Does your company have at this moment Binding Tariff Information (BTI) in place for goods?
Yes No

If the answer to Q5 is 'yes', please provide a copy of the BTI together with this agreement.

Declaration:

I hereby declare that the answers above are true and correct to the best of my knowledge and belief and I undertake to inform The Freight Forwarding Company / Direct Representative of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Full Name: _____

Position: _____

Date and Place: _____

Signature (and Company Stamp):

Initials Principal	_____
Initials Direct Representative	_____

ANNEX B

CHECKLIST: DIRECT REPRESENTATION INFORMATION AND DOCUMENTS REQUIRED

The Principal shall supply the Direct Representative with the required records, information and data correctly and timely (prior to the moment at which a declaration is submitted). The checklist below has been composed to indicate what information and documents must be made available in general to the Direct Representative. If the declaration has been made and the Principal possesses records, information and data other than those supplied or listed in the declaration, he/it shall inform the Forwarding Company of this as soon as possible.

GENERAL

- **A recent excerpt of the entry of the company in the Trade Register (registration of the company and the signature authority)**
- **Name, address, place of residence of the Importer / Addressee and its VAT-Id no⁴**

DOCUMENTS AND RECORDS REQUIRED

- **Invoice / statement of value**
- **(copy of) the Transport Document (e.g. B/L or CMR)**
- **Certificates of Origin/Provenance** (depending on legislation)
- **Other certificates** (depending on legislation, such as health certificates)
- **(copy of) Licenses** (depending on legislation, such as import licenses, customs procedures with an economic impact license, particular destinations, exemption of customs import duties and/or other import taxes)

The Direct Representative is entitled to request the Principal to supply the following records:

- Packing list(s)
- Product specifications
- A copy of the contract of sale

DATA REQUIRED FOR THE PURPOSE OF SUBMITTING A DECLARATION

The following information and data can be required from the Principal:

In relation to the shipment:

- Delivery terms (Incoterms 2010)
- Container number
- Mode of transport at the border and Inland mode of transport
- Country of dispatch/export and Country of origin
- Location of the goods

- Binding Tariff Information or Binding Origin Information, where present
- Description(s) of the goods and/or Commodity code
- Packaging unit, packages
- Marks and numbers
- Gross mass and Net mass (for each Commodity code)

For the purpose of determining the customs value I (based on the transaction value)

- Costs of delivery to the point of entry, taking into account transport, costs of loading and handling and related to transport and insurance
- Costs of delivery subsequent to arrival in the EU (point of entry)
- Charges for construction, erection, assembly, maintenance or technical assistance, undertaken after importation
- Other charges included in the price (interest, duplication fees, buyer's commissions, storage costs incurred in the EU and costs of safekeeping, quota costs and 'sales' tax)
- Customs duties and taxes payable in the Community upon importation/sale in the EU, already included in the price (such as DDP)

⁴ If that person/entity is not the principal as well.

For the Purpose of determining the customs value II (based on the transaction value)

The following information, where applicable, must be disclosed to the Direct Representative, if:

- There is no contract of sale relating to 'goods sold for export to the customs territory of the EU'
- Several sales have taken place indicating that the goods are destined for the EU
- The seller receives part of the proceeds from a subsequent sale
- The seller and the buyer are in any way related (subsidiary, shareholdings, and so on)
- Invoice inspection has taken place (date and outcome)
- There are discounts as to price, which are certain at the moment of importation
- The following costs are for the account of the buyer, but are not included in the purchase price
 - Commissions (with the exception of buyer's commissions)
 - Brokerage fee
 - Containers and packing
- Goods and services supplied by the buyer are free of charge or at reduced cost for use in connection with the production and sale of the imported goods
- The buyer has to pay royalties and licensing fees, either directly or indirectly, as a condition of the sale
- The sale is subject to an arrangement by which part of the proceeds of the subsequent resale, disposal or use of the imported goods either directly or indirectly is for the benefit of the seller

OTHER INFORMATION

If the Principal already possesses information of relevance or of possible relevance to the declaration, the Direct Representative must be informed of this. Examples are:

- Import and Export Regulations, special import rules (the Dutch Arms and Ammunition Act, the Dutch Opium Act, and so on, anti-dumping duties, compensatory duties, and so on)

Although this list has been carefully composed, the above description is not to be viewed as an exhaustive listing