

Agreement/authorisation to act as direct representative

The Undersigned,

The Principal / the party directly represented

The information below must be filled in by the principal / the party directly represented

Company name _____
Address _____
Postal code and Place _____
Country _____
Chamber of Commerce Reg. No. _____
VAT – ID No. _____
EORI number _____
Passport no. _____

The Forwarding Company / Direct Representative

The affiliated entities of the limited liability company under Dutch law, Customs Support Group B.V., which are established in Germany, such as, but not limited to [1]:

- **Customs Support Deutschland GmbH (HRB 114853)**
Nordersand 2, 20457 Hamburg, Germany;
- **CS Deutschland Leipzig (HRB 36205)**
Polarisstraße 406116 Halle Leipzig, Germany
- **I.Z.A. Zollservice GmbH (HRB 12861FF)**
Zollterminal Swiecko II, Goepelstraße 90, 15234 Frankfurt (Oder), Germany
- **I.Z.A. West GmbH Internationale Zollagentur (HRB 2991), with three establishments:**
 - Kings-Lynn-Straße 1, 46446 Emmerich am Rhein, Germany
 - Nordersand 2, 20457 Hamburg, Germany
 - Deller Weg 112, 41334 Nettetal, Germany
- **DGA Deutsche Grenzspediteure (HRB 2775)**
Kings-Lynn-Straße 1, 46446 Emmerich am Rhein, Germany
- **FFR Speditiongesellschaft (HRB 3069)**
Kings-Lynn-Straße 1, 46446 Emmerich am Rhein, Germany
- **Verhoex Zollagentur GmbH (HRB 22919), with two establishments:**
 - Niederdorferstrasse 88, D-47638 Straelen, Germany
 - Zum Container-Terminal 1, 47119 Duisburg
- **Speditionen-Kontor Gotthold Kunow GmbH & Co KG (HRA 100460)**
Emmerstedter Straße 28, 38350 Helmstedt, Germany

(hereinafter, jointly and individually, referred to as: 'Forwarding Company' or 'Direct Representative')

[1] The list of entities affiliated to Customs Support Group B.V. can be found on: <https://www.customssupport.com/downloads/>

The parties declare to have agreed as follows:

The Principal authorises and places orders with the 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 on behalf 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 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, this agreement/authorisation also includes the instruction – but not the obligation – and authorization of the Principal to the Forwarding Company to submit requests for revision of declarations, to submit requests for repayment/ remission and to receive on his bank account the amounts for which repayments are granted in respect of declarations, in connection with requests for repayment.

In connection with the authorisation, the Principal is obliged to hand over to the Forwarding Company proof of the existence of the company and its current place of business as well as proof of the identity of the person(s) authorised to lawfully represent the company (such as for example a recent excerpt of the company's entry into the commercial register of the relevant court or trade register or a statement by the company to serve as evidence of the authority of the person(s) signing the authorisation). The Principal has to provide a copy of the passport/ identity card of the person/persons authorised to represent the Principal. If the Principal is a private individual, that person must hand over a copy of his passport/identity card. [2]

Article 1. GENERAL CONDITIONS

1.1 Unless otherwise agreed, the relation between the parties is governed by the **German Freight Forwarders' Standard terms and Conditions** [3]. The most recent version of the German Freight Forwarder's Standard terms and Conditions at the moment at which the acts/activities are performed, is applicable. By signing this agreement/authorisation the Principal declares explicitly and irrevocably to agree with the applicable German Freight Forwarder's Standard terms and Conditions [3] as well as confirms that he has taken due note of these conditions.

1.2 The following annexes form part of this agreement/authorization:

- [annex a\) The German Freight Forwarders' Standard terms and Conditions.](#)
- [annex b\) The 'information and documents required' checklist.](#)

You can also find these attachments on our website www.customssupport.com under the heading "Downloads"

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.[4]

1.4 The Direct Representative is entitled to refuse to perform acts and activities or suspend acts and activities ensuing from this agreement/authorisation, providing he/it communicates this as soon as possible.

- 1.5** All services shall be at the Principal's expense and risk. The Forwarding Company shall not be liable for any damage whatsoever, unless the Principal proves that the damage has been caused by fault or negligence on part of the Forwarding Company or the latter's employees. This liability shall in all cases be limited to Euro 12,000.- per occurrence or series of occurrences with one and the same cause of damage. The Forwarding Company shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred. Upon first demand by the Forwarding Company the Principal must provide security for the payment of duties, levies, taxes and/or other costs should the same be demanded. The Forwarding Company shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from the Forwarding Company to provide security shall be borne by the Principal. If the Forwarding Company has provided security from of its own means, it may demand that the Principal immediately pays the amount for which security has been provided. The Principal shall at all times be obliged to indemnify the Forwarding Company for any amounts to be levied or additionally demanded by any authority in connection with this agreement/authorisation as well as any related fines imposed upon the Forwarding Company.

Article 2. OBLIGATIONS OF THE PARTIES

- 2.1** The Principal is obliged to provide the Forwarding Company with all records, information and data necessary for the execution of this agreement/authorisation (also for each individual shipment/transaction). The Principal guarantees the Forwarding Company the accuracy, completeness, validity and authenticity of the records, information and data.
- 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 owed to the Customs Authorities up to the completion of the verification of a customs declaration. The use of these facilities of the Direct Representative for the security and payment of the duties, other charges and taxes owed by the Principal to the Customs Authorities up to the completion of the verification of a declaration, shall not affect that the acts and activities are for the risk of the Principal. The Principal shall be obliged at first request of the Forwarding Company to make payment or provide security for what the Principal owes or may owe the Forwarding Company.

[2] Personal data such as a social security number or a picture can be made illegible. The Forwarding Company has to be able to verify the signature and the full name(s) of the person(s) signatory/signatories as well as the validity of the passport/ID.

[3] Available via: <https://customssupport.com/en/download-category/general-terms-conditions>

[4] It is advisable that the parties examine whether entering into further arrangements is desirable in connection with the nature of the products, and so on.

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. [5]
- 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. [6]

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 date of signing. The agreement/authorisation may be cancelled/revoked in due observance of a term of one (1) month.
- 5.2** Cancellation/revocation is to be effected 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.

Article 6. THIRD PARTIES

- 6.1** The Forwarding Company is entitled to have this agreement/authorisation performed by a third party.
- 6.2** This third party may invoke the provisions of this agreement/authorisation as well as the German Freight Forwarders' Standard terms and Conditions.
- 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.

[5] To be kept for a period of 10 years from the date at which customs supervision was completed.

[6] To be kept for a period of 10 years from the date at which customs supervision was completed.

[7] Personal data such as a social security number or a picture can be made illegible. The Forwarding Company has to be able to verify the signature and the full name(s) of the person(s) signatory/signatories as well as the validity of the passport/ID.

The Principal, lawfully represented by:

Full name _____
(please send a copy of the extract of the trade register and a copy of a valid passport/ID-card) [7]

Position _____

Authorized to represent the Principal since:

_____ (month) _____ (year)

Date and place _____

Signature and company stamp

Freight Forwarding Company, represented by:

Full name Frank Robbert Weermeijer

Position C.E.O.

Date and place _____

Signature and company stamp

Version 2, November 2020