

AGREEMENT / LETTER OF AUTHORISATION TO ACT AS DIRECT REPRESENTATIVE WITH FINANCIAL SERVICES

The signatories,

Client / Direct represented party

Company name _____
Address _____
Zip code and city _____
Country _____
VAT-ID _____
EORI number _____
Telephone number _____
E-mailadress _____

Hereinafter referred to as: 'Client'

Customs representative / Direct representative

Any of the Belgian entities affiliated to the Customs Support Group B.V. (Dutch trade register 24294906)¹, including but not limited to:

- **Customs Support Belgium BVBA (0834.398.750)**
Laar 179, 2180 Ekeren
- **Customs Support Excise Belgium BVBA (0694.898.397)**
Laar 179, 2180 Ekeren
- **Machtelynck Th. Et Fils NV (TMF) (0400.095.702)**
Afrikalaan 287, 9000 Gent
- **ECA NV (0466.862.186)**
Laar 179, 2180 Ekeren
- **ACS BVBA (0422.747.774)**
Laar 179, 2180 Ekeren
- **Douaneagentschap Vandevyver (0476.434.306)**
Kuhlmannlaan 1, 9042 Gent
- **Portmade NV (0458.338.361)**
Noorderlaan 111 / 20, 2030 Antwerpen

Hereinafter jointly and severally referred to as: 'Customs Representative'

¹ The list of Customs Support Group B.V. affiliated entities can be downloaded from the website:
<https://www.customssupport.com/downloads/>

The parties declare that they have agreed as follows:

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 until the customs verification has been completed, 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:

*all2*²

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

*all3*³

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 up to and including the moment the customs verification has been completed.

Any and all other applications and/or objections to be submitted or raised and legal appeals by the Customs Representative in the name of the Client to be made shall be agreed separately for individual cases.

² Please state the customs regulations (bonded warehouse, inward processing, seasonal import, special provisions). If the authorization to direct representation covers all customs provisions for which declarations can be made by direct representatives, you may enter "all". If the authorization to representation merely covers the consumption declaration/the release for free circulation, no entries have to be made.

³ Please state the customs regulations (bonded warehouse, inward processing, seasonal import, etc. or state 'all'). If the authorization to direct representation does not cover re-exportation, do not make any entry.

Paragraph 3:

3.1

Client undertakes to prove the existence of its company, its present registered office and the identity of the company's authorized 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 the Customs Representative to duly perform its function and obligations hereunder. The Client warrants that any and all documents and information are correct, complete, valid and authentic and in no respect misleading.

3.3

Prior to performing its duties hereunder, Customs Representative shall be entitled to receive an adequate commission for paying the agreed compensation for the services, the duties, taxes and other costs incurred or to be 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 refuse or 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 Belgian Freight Forwarder Standard Trading Conditions as defined in the Belgian Official Journal no. 0090237 published on 25 June 2005 and attached to this Agreement/Letter of Authorisation.

Client hereby explicitly declares to be familiar with and fully and irrevocably accepts 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 date of signature. The Parties hereto shall be entitled to terminate the present Agreement/Letter of Authorisation giving a notice period of 1 month.

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): _____

(Please enclose a proof of registration of the company and a copy of the identity card of the authorized representative)⁴

Customs representative / direct representative, legally represented by:

Full name: Krafant Consulting, met als vast vertegenwoordiger Dhr. Kurt Crauwels
Function: Gedelegeerd bestuurder
Date and place: _____
Signature (and stamp) _____

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

⁴ The Client is obliged to provide proof of the existence of the company and the identity of the person/persons authorized to represent the company. Privacy sensitive data on the identity card can be made illegible, such as a social security number and the photograph. In view of our legitimate interest we want to be able to check the name and signature of the person(s) signing the Agreement / Authorization as well as the validity of the identity card.