



Agreement/ Authorization for direct representation in customs matters

The Undersigned (hereinafter: the “**Principal**”) herewith authorizes Top Cargo B.V. any of its affiliates¹ (hereinafter jointly and severally: the “**Customs Agent**”), with the right of substitution², without the Customs Agent being under any obligation to do so, to act as direct representative in the name, on behalf and for the risk of the Principal in accordance with article 18 of the Union Customs Code (Regulation (EU) No 952/2013) in all matters pertaining to the performance of customs formalities (hereinafter: “**Customs Formalities**”) in any country in the European Union, including but not limited to import, export and transit procedures, required under law, in respect of any goods shipped, traded or consigned by or to the Principal, or as per the Principal’s instruction or involvement (hereinafter: “**Agreement/ Authorization**”). This Agreement/ Authorization sets out the framework of terms and conditions subject to which the Customs Formalities shall be carried out by the Customs Agent as per separate instructions.

This Agreement/ Authorization shall include the authorization of the Customs Agent to correct or amend filings, appeal decisions of the authorities, lodge requests for and receive repayment/ remission, all in respect of duties, taxes, levies, interest, damages, claims, penalties or any other expenses and to correspond with the authorities, all as direct representative in the name, on behalf and for the risk of the Principal, in respect of matters pertaining to filings made or to be made by the Customs Agent in relation to the Customs Formalities. The Principal also agrees that the amount for which a refund is granted in connection with Customs formalities can be paid to the Customs Agent on his account number.

The Principal warrants that all documents and (electronic) information required for the proper performance of the Customs Formalities shall be provided to the Customs Agent in good time and shall be complete and correct. Accordingly, the classification of goods in accordance with the Combined Nomenclature, proof of origin and proper valuation shall be the sole responsibility of the Principal. The Customs Agent shall have no obligation whatsoever to verify, or to provide information to the Principal in respect of, any possibly applicable tariff preferences, exemptions, provisional or final anti-dumping duties, anti-subsidy duties, registrations in respect thereof, end use licenses, tariff quota and similar measures and/or non-fiscal regulations.

The Principal shall indemnify and hold harmless the Customs Agent upon first written request in respect of any duties, taxes, levies, interest, damages, claims, penalties or any other expenses incurred, or impending, threatened or expected duties, taxes, levies, interest, damages, claims, penalties or any other expenses to be incurred, by the Customs Agent in relation to the Customs Formalities, unless and to the extent caused by gross negligence or willful misconduct on the part of the Customs Agent itself. The Principal shall furthermore upon first written request provide adequate security, entirely at the Customs Agent’s discretion, in favor of the Customs Agent by way of a bank guarantee in respect of any duties, taxes, levies, interest, damages, claims, penalties or any other expenses claimed, or to be claimed, from the Customs Agent by any authority or by any other third party in relation to the Customs Formalities.

¹ As listed on www.topcargo.nl

² Which for the purpose of this Agreement/ Authorisation shall mean that the Customs Agent shall have the right to subcontract the performance of the Customs Formalities to other Customs Support Group affiliates and/or to third parties. The Customs Agent shall furthermore be entitled to pass on the authorisation granted by this Agreement/ Authorisation to other Customs Support Group affiliates and/or to third parties.



Furthermore, to the extent that this Agreement/ Authorization shall prevail in case of any discrepancy, the performance of the Customs Formalities shall be subject to the following terms and conditions which are available for printing and downloading via www.topcargo.nl :

Depending on where the Customs Agent instructed by the Principal is established:

- Belgium: the [Belgian Forwarding Conditions](#), Belgian law to apply and the tribunals of Antwerp, Belgium, to have exclusive jurisdiction in the first instance.

- Germany: the [Dutch Forwarding Conditions, General Conditions of FENEX \(2018\)](#), German law to apply and the Courts of Hamburg, Germany, to have exclusive jurisdiction in the first instance.

- The Netherlands, or any other location: the [Dutch Forwarding Conditions, General Conditions of FENEX \(2018\)](#), Dutch law to apply and the Court of Rotterdam, the Netherlands, to have exclusive jurisdiction in the first instance.

By signing this Agreement/ Authorization the Principal irrevocably confirms that the terms and conditions rendered applicable above have been made properly available to the Principal.

This Agreement/ Authorization shall remain in force for an indefinite period, until such time the Principal gives notice of termination to the Customs Agent by registered letter directed to the management of the Customs Agent whilst observing a notice period of at least one month. Termination shall never affect the rights accrued hereunder by the Customs Agent.

The Principal and its legal representative duly signing this Agreement/ Authorization on its behalf consent to the Customs Agent processing and retaining the personal data and information required for the purpose of performing the Customs Formalities.

Note! This part needs to be completed by Topcargo

Customs Agent, herewith legally represented by

Name: _____

Position: _____

Date: ____ - ____ - ____

Signature

Principal

Needs to be completed by you

Company Name: _____

Trade Reg no.: _____
(Add: Proof of registration/ signatory power of representative, extract Commercial Register)

Address: _____

Zip code: _____

City: _____

VAT no.: _____

EORI no.: _____

Website: _____

E-mail: _____

Herewith legally represented by:

Name: _____

Position: _____

Date of joining: _____

Date: ____ - ____ - ____

Signature:

(Add: copy of passport/ ID Card⁴)

⁴ All personal data such as passport no., soc.sec. no., home address, except for name and signature may be 'stricken' from the copy. The Customs Agent must be able to verify the signature to the name of the signatory.