

This document is only to show how to fill the agreement.

Please fill all boxes and print the document, then sign it.  
Make a copy for your own administration, only return pages 1 through 4 to Eurotransit.

## Agreement/authorisation to act as direct representative

Dotted lines indicate that further details must be provided.

*Italicised passages* indicate that a different arrangement is possible.

The Undersigned,

**The Principal / the party directly represented**

The principal is the importer/buyer on the invoice

Company Name : .....

Address : .....

Postal Code, Place : .....

Country : .....

Chamber of Commerce Registration no.\*: ..... VAT-Id no\*:

Passport no.\*: ..... EORI no\*:

*\*where applicable*

only for private individuals

**The Freight Forwarding Company / Direct Representative**

Company Name : EUROTRANSIT B.V.

Address : BIJDORP-WEST 53

Postal Code, Place :2992 LC BARENDRECHT, 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 5, par. 2, first dash of the Community Customs Code (Regulation no. 2913/92/EEC), 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.
- receive payment of import duties directly to the bank account of the Direct Representative in case of request for refund/remission.

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.

**Article 1. GENERAL CONDITIONS**

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the **Dutch Forwarding Conditions**<sup>1</sup>, 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.<sup>2</sup>
- 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.

**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.<sup>3</sup>
- 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.<sup>3</sup>

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

Choose from 3 options

- 5.1 This agreement/authorisation is effective as of ..... of time, may be cancelled/revoked in due time.
- In derogation of the above, the agreement is entered into and the authorisation is operative for:*
- a definite period of time, effective as of ..... of time, may be cancelled/revoked in due time.
  - If ..... agreement/authorisation, the agreement/authorisation shall be automatically renewed for a period of ..... year(s) each time.
  - the agreed shipment of the following goods: .....

1: agreement for indeterminate period of time

2: tick and fill for an agreement for a period of time

3: tick and fill for a specific traffic, you'll need to fill a new agreement each time

<sup>1</sup> 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](http://www.fenex.nl) under 'downloads'.  
<sup>2</sup> 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.  
<sup>3</sup> To be kept for a period of 7 years from the date at which customs control was completed.

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

Company Name : .....

Address : .....

Postal Code, Place : .....

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 [ your language ] made available to the third party referred to above.

This agreement has been drawn up in two languages, the Dutch and the [ ..... ] language. In case of different interpretations, the Dutch version shall prevail.

**The Principal, lawfully represented by:** [ Full name of person authorised to sign on behalf of company who gives agreement ]

Full Name : .....

Position : [ Position of person within co ] .....

Date and Place : .....

Signature (and Company Stamp) : .....

**Freight Forwarding Company, represented by:**

Full Name : .....

Position : [ To be filled by Eurotransit ] .....

Date and Place : .....

Signature (and Company Stamp) :



## EUROTRANSIT B.V. Fiscal Representatives and custom brokers

Fiscal representation in The Netherlands

Eurotransit B.V., as fiscal representatives, issues import document (IM-A), using Eurotransit's licence as fiscal representative and Eurotransit's Dutch VAT-ID number 005304891B02.

On import of the goods no actual payment of VAT will be effected as the VAT amount will be deferred to the VAT-ID number of Eurotransit B.V.

After import clearance has been effected the goods are in free circulation within the E.U.

### A- normal situation, goods delivered to importers country of residence:

Goods now will be delivered to the importer in the E.U. (actual buyer of the goods with residence in other E.U. country than The Netherlands) Eurotransit B.V. shall have to do Intrastat Listings for delivery of the goods from The Netherlands to other E.U. country. Also a VAT-declaration must be made in order to defer the VAT from Eurotransit's VAT-ID number to the VAT-ID number of the importer in the other E.U. country. Importer shall have to do Intrastat Listings for goods received from The Netherlands, in free circulation within the E.U., giving Eurotransit's VAT-ID number 005304891B02 as suppliers VAT-ID number. Importer also has to make VAT-declaration in order to comply with VAT-regulations of importers country of residence. Herewith importer becomes liable for VAT-payment according VAT-regulations of importers country of residence.

### B- delivery of goods to other E.U. country than importers country of residence

Goods now will be delivered to client of import (in other E.U. country than importer). Eurotransit B.V. needs a copy of the sales invoice from importer to client in other E.U. country. This invoice must clearly indicate that it concerns sale of goods in free circulation within the E.U., giving both suppliers and receivers VAT-ID numbers. As additional information the invoice must mention: "**Fiscal representation in Barendrecht/The Netherlands by Eurotransit B.V., VAT-ID number 005304891B02**". As goods are delivered to other E.U. country importer does NOT do Intrastat- and VAT declarations. Instead importers client in other E.U. country (actual receiver of the goods) must do these Intrastat and VAT-declarations as described under sub "A", declaring receipt of goods from The Netherlands and giving Eurotransit's VAT-ID number as suppliers VAT-ID number. In this case the actual receiver of the goods becomes liable for VAT payment in country of residence of this receiver.

From above explanation under "A" and "B" it shows that payment/deferment of VAT is fully a matter of correct Intrastat- and VAT declarations.

For all clearances as fiscal representative Eurotransit B.V. shall have to prove the delivery of the goods to other E.U. country. We therefore always need to have a copy of the CMR - or other delivery note - giving full name, address and country of delivery. This CMR(delivery note) must be duly signed and stamped for receipt of the goods.

**ALL INFORMATION SUPPLIED TO EUROTRANSIT B.V. WILL BE TREATED CONFIDENTIALLY AND WILL NOT BE GIVEN TO ANYONE BUT CUTOMS/VAT AUTHORITIES AND ONLY IN CASE IT IS ASKED FOR.**

We hope above explanation will be of service for a correct VAT administration.

Eurotransit B.V.