

Agreement & Authorization to act as direct representative

The Principal / the party directly represented

Company Full Name	
Address	
Zip Code Place	
EU Country	
CoC (KvK) Number	
VAT ID Number EORI Number	
Contact Name Passport Number	

The parties declare to have agreed as follows:

The Principal authorizes 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 authorization 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 authorization 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 authorizes and commissions the Freight Forwarding Company to A) 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. B) 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; C) to submit written objections in relation to corrections up to the completion of the verification of the declaration. Separate, case-by-case agreements are required for making/submitting other requests, written objections and lodging appeals.

Article 1. GENERAL CONDITIONS

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the Dutch Forwarding Conditions, 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: A) The Dutch Forwarding Conditions. B) Checklist 'information and documents required'
 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
- 1.4 The Direct Representative is entitled to refuse to perform acts and activities ensuing from this agreement/authorization, 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 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.
- 2.3 The Direct Representative will make such declarations on the basis of the above data.
- 2.4 The Principal is obliged to specifically inform the direct representative by writing of any dual-use or sanctioned goods license requirements in advance of any custom clearance.

The Principal directly represented, lawfully represented by:

Full Name
Position
Place & Date
Signature (and Company Stamp)

The Freight Forwarding Company / Direct Representative

Company Name

Address

Bijlmermeerstraat 30

Zip Code & Place

EU Country

The Netherlands

CoC (KvK) Number

Sentucias State State

 VAT ID Number | EORI Number
 NL863083614B01
 | NL863083614

 Email | Phone
 info@centurstics.com
 | +31 20 3086386

2.4 By not informing the direct representative of dual-use goods or sanctioned goods, the principal declares that any goods declared on their behalf are exempt from any license requirements.

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 This agreement & authorization to act as a direct representative simultaneously acts as a full authorization of financial settlement in case any refunds by the Customs Authorities are made to the principle. Any payments by the Customs Authorities will be made to the bond or account of direct representative.

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.

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.

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

5.1 This agreement & authorization is entered into/applies for an indeterminate and indefinite period of time, effective as of March 15th, 2024.

The agreement & authorization may be cancelled or revoked in due observance of a term of 6 months.

- 5.2 Cancellation or revocation is to be effected by registered letter.
- 5.3 The provisions under this agreement & authorization continue to apply also after cancellation or 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 authorization 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/authorization performed by a third party.
- 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 authorization, must be made available to the third party referred to above.

This agreement has been drawn up in the English language In case of different interpretations, the Dutch version shall prevail.

Undersigned declares to have received, read, and understood all 4 (four) pages of this agreement, and all 15 (fifteen) pages of annex A and B.

The Direct Representative, lawfully represented by:

Full Name Bas Tol
Position Finance Director

Place & Date Hoofddorp, March 15th, 2024

Signature (and Company Stamp)

https://www.fenex.nl/voorwaarde