

## Agreement/authorisation to act as direct representative

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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. / ID card no. \_\_\_\_\_

### **The Freight Forwarding Company / Direct Representative**

Dutch operating companies that belong to the group of Customs Support Group B.V., including but not limited to [1]:

- **Arbo Grensservice B.V. (KvK 09060314) - Customs Support Duiven**  
Marketing 19, 6921 RE Duiven
- **Musketier B.V. (KvK 09139459) - Customs Support Duiven I**  
Marketing 7, 6921 RE Duiven
- **Customs Support Import B.V. (KvK 24179956) - Customs Support Import**  
Willem Barentszstraat 11, 3165 AA Rotterdam
- **Customs Support Export B.V. (KvK 34076014) - Customs Support Export**  
Willem Barentszstraat 11, 3165 AA Rotterdam
- **Pompa B.V. (KvK 34073895) - Customs Support Rotterdam Zuidwest**  
Willem Barentszstraat 11, 3165 AA Rotterdam
- **Phimex Douane Expeditie B.V. (KvK 29041177) - Customs Support Rotterdam Perishables**  
Willem Barentszstraat 11, 3165 AA Rotterdam
- **European Customs Support B.V. (KvK 20117622) - Customs Support Moerdijk**  
Plaza 6, 4782 SK Moerdijk
- **Verhoex Douane Advies B.V. (Verhoex Douane Services) (KvK 12029146)  
- Customs Support Venlo**  
Olivier van Noortweg 19c, 5993SL Maasbree
- **F.V. de Groof's in- en uitklaringsbedrijf B.V. (Comex) (KvK 22011732)  
- Customs Support Hansweert**  
Kanaalweg 8, 4417 ER Hansweert
- **Verex Customs Services B.V. (KvK 21011871) – Customs Support Terneuzen**  
Rooseveltlaan 8b, 4536 GZ Terneuzen

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

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[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 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 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, this agreement/authorisation also includes the instruction – but not the obligation – and authorization of the Principal to the Freight Forwarding Company to submit requests for revision of declarations, to submit requests for repayment/ remission and filing appeals up to and including the completion of the verification of a declaration and to receive on his bank account the amounts for which repayments are granted in respect of declarations, in connection with requests for repayment and appeals. Furthermore the Principal authorizes the Freight Forwarding Company to make use of the procedure “simplified self-issuing of certificates A.TR” for export consignment to Turkey.

The principal authorizes the Freight Forwarding Company to prepare and sign Certificates of Origin, certificates with regard to freight transport Eur.1/Eur-MED,ATA carnets, authentications of signatures, declarations with regard to trade , carnets, as well as invoices and all other export documents on its behalf in the Netherlands, and to submit them to the Chamber of Commerce and Dutch Customs for processing. Principal authorises the Freight Forwarding Company to inspect all documents or items of evidence filed at the Chamber of Commerce and Customs, with regard to the application of export documents by the Freight Forwarding Company. The Freight Forwarding Company, in their behalf, is also authorised to correspond with the Chamber of Commerce and Customs with regard to matters regarding origin.

In connection with the authorisation, the Principal is obliged to hand over to the Freight 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 Trade Register of the Chamber of Commerce 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 Dutch Forwarding Conditions [3], with the exclusion of the arbitration clause. The district court of Rotterdam shall have exclusive jurisdiction in first instance in respect of disputes between the parties. The most recent version of the Dutch Forwarding Conditions [3] 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 Dutch Forwarding Conditions 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 Dutch Forwarding Conditions.](#)
  - [Annex B\) The 'information and documents required' checklist.](#)

*You can also find these attachments on our website [www.customssupport.com](http://www.customssupport.com) under the heading "Downloads"*

- 1.3 If it serves the interests of the Principal, the Direct Representative can be present at the taking of samples and the examination of goods by request of the Principal. [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.

## Article 2. OBLIGATIONS OF THE PARTIES

- 2.1 The Principal is obliged to provide the Freight 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 Freight 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.

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[2] Personal data such as a social security number or a picture can be made illegible. The Freight 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] The Dutch Forwarding Conditions, deposited by FENEX at the Registry of the District Courts of Amsterdam and Rotterdam, may also be consulted at [www.fenex.nl](http://www.fenex.nl).

[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 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 and shall also not affect the provisions included in the Dutch Forwarding Conditions in respect of the liability of the Principal towards the Freight Forwarding Company and the Principal's obligation at first request of the Freight Forwarding Company to make payment or provide security for what the Principal owes or may owe the Freight Forwarding Company.

### **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. [5]

### **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 Freight Forwarding Company is entitled to have this agreement/authorisation performed by the a third party:
- 6.2** This third party may invoke the Dutch Forwarding Conditions (with the exclusion of the arbitration clause). In this case the district court of Rotterdam shall also have exclusive jurisdiction in first instance.
- 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.

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[5] To be kept for a period of 7 years from the date at which customs supervision was completed

**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) [2]*

Position \_\_\_\_\_

Authorized to represent the Principal since:

\_\_\_\_\_ (month)

\_\_\_\_\_ (year)

Date and place \_\_\_\_\_

Signature and company stamp

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**Freight Forwarding Company, represented by:**

*This part will be filled out by Customs Support*

Full name

Position

Date and place

Signature and company stamp