
Instruction to fill out Agreement/authorization to act as direct representative

To import a shipment into the European Union, it must be declared to customs. Rotra can take care of this customs declaration for you. Rotra then acts as the direct representative of your company. An Agreement / authorization for direct representation must be issued by you to Rotra. An incorrectly or incompletely filled out Agreement / direct representation authorization may cause delay in your shipment. The incomplete sending of the documents also means that unnecessary e-mail traffic takes place, which costs you extra time. It is therefore in your interest that the Agreement / direct representation authorization is correctly completed in one go. Below you will find the points that must be completed in order to proceed with customs clearance.

Company name

The company name must match the name of the VAT number and the name of the Chamber of Commerce registration.

Address / Postal code / Place / Country

Rotra clears the shipment on behalf of your company. This agreement is valid based on your current address stated on the Chamber of Commerce registration. In case this address is changed, we will need to request a new Agreement / authorization for direct representation.

Chamber of Commerce Registration no.

The Chamber of Commerce number must comply with the company on which customs clearance takes place.

VAT identification number

The name of the VAT identification number must correspond with the Chamber of Commerce registration or with a trade name thereof. The VAT identification number must be valid according to the VAT Information Exchange System (VIES) VAT number validation. You can check this via this link: https://ec.europa.eu/taxation_customs/vies/vieshome.do?locale=nl

EORI number

An EORI number (Economic Operator Registration and Identification) is an identification number that you use to do business with Customs.

Initials Principal

Each page must be initialed in the lower right corner.

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

Article 5.1 states that the authorization is in principle for an indefinite period of time.

Signature on page 3/5

The form must be signed by the person listed in the extract of Chamber of Commerce as an authorized signatory. If the proxy is a company, for example a holding company or an investment company, the name must appear in the Chamber of Commerce extract of the relevant underlying company.

Full name / position / signature (and stamp): As described above.

Date and place: The clearance date cannot be before the date of signature. The date and place must therefore be clearly stated.

In regard to the Chamber of Commerce extract:

Recent Chamber of Commerce extract (not older than 6 months)

We need the Chamber of Commerce extract to be able to check whether the person who signs the form is authorized to sign in accordance with the Chamber of Commerce registration. If the proxy is a company, for example a holding company or an investment company, the name must appear in the Chamber of Commerce extract of the relevant underlying company and we would also like to receive an extract from that company as well.



Agreement/authorization 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

Company Name :

Address :

Postal Code, Place :

Country :

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

EORI number* : Passport no.*: N.A.

The Freight Forwarding Company / Direct Representative

Company Name : Rotra Air & Ocean B.V.

Address : Kraakselaan 5C.....

Postal Code, Place :6981 HA Doesburg (The Netherlands).....

**where applicable*

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 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 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.

Separate, case-by-case agreements are required for making/submitted other requestst, written objections and lodging appeals.

In connection with the authorization, 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 authorization. If the Principal is a private individual, that person must hand over a copy of his passport/identity card.

Initials Principal	_____
Initials Direct Representative	_____



Article 1. GENERAL CONDITIONS

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the **Dutch Forwarding Conditions**¹, 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.²
- 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 (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.³
- 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.³

Article 5. DURATION AND TERMINATION/REVOCAION OF THE AGREEMENT/AUTHORIZATION

- 5.1 This agreement/authorization is entered into/applies for an indeterminate period of time. The agreement/authorization may be cancelled/revoked in due observance of a term of 3 months

In derogation of the above, the agreement is entered into and the authorization is operative for:

a determinate period of time, that is to say year(s), effective as of

*.....
If months prior to the expiration of the agreement/authorization, the agreement/authorization has not been cancelled/revoked, the agreement/authorization shall be automatically renewed for a period of year(s) each time.*

the agreed shipment of the following goods:

.....

¹ 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 under 'meer voorwaarden'.
² 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.
³ To be kept for a period of 7 years from the date at which customs control was completed.

Initials Principal _____
Initials Direct Representative _____



- 5.2 Cancellation/revocation is to be effected by registered letter.
- 5.3 The provisions under this agreement/authorization 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 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 the following third party:

Company Name : N.A.

Address : N.A.

Postal Code, Place :N.A.
The Netherlands

- 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 two languages, the Dutch and the [.....] language In case of different interpretations, the Dutch version shall prevail.

The Principal, lawfully represented by:

Full Name :

Position :

Date and Place :

Signature (and Company Stamp) :

Freight Forwarding Company, represented by:

Full Name : T. Balduk

Position : Manager Customs

Date and Place :

Signature (and Company Stamp) :

Initials Principal	_____
Initials Direct Representative	_____



ANNEX B CHECKLIST: DIRECT REPRESENTATION INFORMATION AND DOCUMENTS REQUIRED

The Principal shall supply the Direct Representative with the required records, information and data correctly and timely (prior to the moment at which a declaration is submitted). The checklist below has been composed to indicate what information and documents must be made available in general to the Direct Representative. If the declaration has been made and the Principal possesses records, information and data other than those supplied or listed in the declaration, he/it shall inform the Forwarding Company of this as soon as possible.

➤ **GENERAL**

- **A recent excerpt of the entry of the company in the Trade Register (registration of the company and the signature authority)**
- **Name, address, place of residence of the Importer / Addressee and its VAT-Id no⁴**

➤ **DOCUMENTS AND RECORDS REQUIRED**

- **Invoice / statement of value**
- **(copy of) the Transport Document (e.g. B/L or CMR)**
- **Certificates of Origin/Provenance** (depending on legislation)
- **Other certificates** (depending on legislation, such as health certificates)
- **(copy of) Licenses** (depending on legislation, such as import licenses, customs procedures with an economic impact license, particular destinations, exemption of customs import duties and/or other import taxes)

The Direct Representative is entitled to request the Principal to supply the following records:

- Packing list(s)
- Product specifications
- A copy of the contract of sale

➤ **DATA REQUIRED FOR THE PURPOSE OF SUBMITTING A DECLARATION**

The following information and data can be required from the Principal:

In relation to the shipment:

- Delivery terms (Incoterms 2010)
- Container number
- Mode of transport at the border and Inland mode of transport
- Country of dispatch/export and Country of origin
- Location of the goods

- Binding Tariff Information or Binding Origin Information, where present
- Description(s) of the goods and/or Commodity code
- Packaging unit, packages
- Marks and numbers
- Gross mass and Net mass (for each Commodity code)

⁴ If that person/entity is not the principal as well.



For the purpose of determining the customs value I (based on the transaction value)

- Costs of delivery to the point of entry, taking into account transport, costs of loading and handling and related to transport and insurance
- Costs of delivery subsequent to arrival in the EU (point of entry)
- Charges for construction, erection, assembly, maintenance or technical assistance, undertaken after importation
- Other charges included in the price (interest, duplication fees, buyer's commissions, storage costs incurred in the EU and costs of safekeeping, quota costs and 'sales' tax)
- Customs duties and taxes payable in the Community upon importation/sale in the EU, already included in the price (such as DDP)

For the Purpose of determining the customs value II (based on the transaction value)

The following information, where applicable, must be disclosed to the Direct Representative, if:

- there is no contract of sale relating to 'goods sold for export to the customs territory of the EU'
- several sales have taken place indicating that the goods are destined for the EU
- the seller receives part of the proceeds from a subsequent sale
- the seller and the buyer are in any way related (subsidiary, shareholdings, and so on)
- invoice inspection has taken place (date and outcome)
- there are discounts as to price, which are certain at the moment of importation
- the following costs are for the account of the buyer, but are not included in the purchase price
 - commissions (with the exception of buyer's commissions)
 - brokerage fee
 - containers and packing
- goods and services supplied by the buyer are free of charge or at reduced cost for use in connection with the production and sale of the imported goods
- the buyer has to pay royalties and licensing fees, either directly or indirectly, as a condition of the sale
- the sale is subject to an arrangement by which part of the proceeds of the subsequent resale, disposal or use of the imported goods either directly or indirectly is for the benefit of the seller

➤ **OTHER INFORMATION**

If the Principal already possesses information of relevance or of possible relevance to the declaration, the Direct Representative must be informed of this. Examples are:

- Import and Export Regulations, special import rules (the Dutch Arms and Ammunition Act, the Dutch Opium Act, and so on, anti-dumping duties, compensatory duties, and so on)

Although this list has been carefully composed, the above description is not to be viewed as an exhaustive listing