Agreement/authorisation to act as direct representative FISC

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 : JAN KOWALSKI "AUTO GARAGE" .....

Address : POLNA 13 .....

Postal Code, Place : 12-345 WARSZAWA .....

Country : POLSKA .....

Chamber of Commerce Registration no.*/ **EORI*** PL123456789100000.....

VAT-Idno*:PL1234567891..... **Passport no.* / ID card no.*: Copy enclosed**.....ED343435
where applicable

The Freight Forwarding Company / Direct Representative

Company Name : LEMASI CUSTOMS & LOGISTICS B.V.....

Address : NEWTONWEG 13 .....

Postal Code, Place : 3208 KD, Spijkenisse.....
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.

Separate, case-by-case agreements are required for making/submitting other requeststs, 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.

Initials Principal PODPIS / SIGNATURE

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/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.[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/REVOCATION OF THE AGREEMENT/AUTHORISATION

5.1 This agreement/authorisation is entered into/applies for an indeterminate period of time, effective as of XX/XX/202 (**DATE**)**.....**The agreement/authorisation may be cancelled/revoked in due observance of a term of 1 month.

In derogation of the above, the agreement is entered into and the authorisation is operative for a determinate period of time, that is to say 2 year(s), effective as of……...

If 1 month prior to the expiration of the agreement/authorisation, the agreement/authorisation has not been cancelled/revoked, the agreement/authorisation shall be automatically renewed for a period of 2 *year(s) each time.*

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[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 'downloads'.

[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.

☐ *the agreed shipment of the following goods:* .....

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 : NL Shipping B.V.

Address : Metaalweg 6

Postal Code, Place : 4794 TA Heijningen
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 authorisation, 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 : JAN KOWALSKI ”AUTO GARAŻ”.....

Position* : OWNER .....

Date and Place : XX/XX/202X WARSZAWA.....

Signature (and Company Stamp*) : JAN KOWALSKI (SIGNATURE + STEMPEL) .....

Freight Forwarding Company, represented by:

Full Name : M.S Boer – van Leeuwen / R.P.Boer

Position : Director .....

Date and Place : .....

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

Initials Principal PODPIS / SIGNATURE

Initials Direct Representative _____