

Agreement / authorisation to act as indirect customs representative



Between

Company name: United Parcel Service Belgium SA
Address: Woluwelaan 156
Postal code: 1831
Place: Diegem
Country: Belgium
Authorised number: BEAE0F000034GDB

Hereinafter referred to as **“the Indirect Representative”**

and

Company name:
Address:
Postal code:
Place:
Country:
VAT No.:
EORI No.:
UPS Account No(s):
Represented by Mr./Ms.:
Position(s)/function(s):

Hereinafter referred to as **“the Principal”**

Hereinafter together referred to as **“the Parties”**

The Principal hereby **authorises** and orders the Indirect Representative to:

- have the Indirect Representative’s authorised employees represent the Principal before the customs authorities as its **indirect customs representative** in accordance with Article 18 of the Union Customs Code (EU Regulation No 952/2013 of the European Parliament and of the Council of 9 October 2013);
- submit all customs import and export declarations in Belgium, in the Indirect Representative’s name, and on behalf of the Principal, and at the Principal’s risk;
- submit documents and present goods to the customs authorities, and to be involved in customs inspections related to the goods which are customs cleared by the Indirect Representative;
- represent the Principal with regard to other relevant authorities and any relevant body in relation to the assigned tasks (such as sanitary, phytosanitary, veterinary and excise);
- authorise the use of the Indirect Representative’s customs credits in order to perform the tasks assigned to it;
- pay, in the Indirect Representative’s name and on the Principal’s behalf, all duties and taxes

relating to the customs declarations it submits, and any other relevant customs acts or formalities; and

- take all actions directly necessary for the implementation of the above.

Furthermore, the Principal **authorises** the Indirect Representative to:

- submit requests for repayment/remission, responses to requests for information, and administrative appeals, relating to data incorrectly stated in the declaration, compared to the information supplied by the Principal when the assignment was given;
- proceed, at the request of the Principal, to submit requests for repayment/remission, responses to requests for information, and administrative appeals, if incorrect information was supplied by the Principal when the assignment was given;
- make submissions in relation to corrections which may be needed up to the completion of the verification of the declaration, and;
- receive refunds on the Indirect Representative's bank account, collect certificates, and issue receipts therefor.

The Parties will enter into separate agreements for submitting repayment/remission requests, responses to requests for information, and / or administrative appeals, other than those mentioned above, and for judicial appeals.

In the context of this agreement/authorisation, the Principal must hand over to the Indirect Representative proof of the existence of the company, its current place of business and names of all the persons authorized to lawfully represent the company, such as a recent excerpt of the company's entry into the relevant Trade Register of the Chamber of Commerce, to serve as evidence of the authority of the person(s) signing this agreement/authorization.

The Parties have agreed the following:

1. The Principal hereby appoints the Indirect Representative to carry out, upon instruction of the Principal, the acts and formalities required under the applicable customs rules in its dealings with customs authorities in the customs territory of the EU with respect to the Principal's goods.
2. Upon the instruction of the Principal, the Indirect Representative shall submit customs declarations to the relevant customs authorities using the records, data and information provided to the Indirect Representative by the Principal in order to place the goods under the instructed customs procedure. The Principal must comply with all the requirements or obligations connected with or arising out of the use of the relevant customs procedure.
3. The Indirect Representative is entitled to refuse to perform acts and activities ensuing from this agreement/authorisation, provided that it communicates this in a timely manner to the Principal.
4. The Principal agrees to provide to the Indirect Representative all relevant data and information voluntarily in a timely manner for all acts and formalities required under the applicable customs rules. If the Principal fails to do so, it will provide that data and information at the Indirect Representative's first request. The Principal shall provide accurate, complete, valid, and authentic records, information and data necessary for carrying out the relevant customs acts and formalities. In particular, the Principal shall accurately classify its goods for customs purposes in

accordance with the Common Customs Tariff (8-digit level) and, when relevant in accordance with the TARIC (10-digit level), indicate the correct customs value to be declared, the applicable customs tariff as well as any specific reporting requirements that must be met, and provide the Indirect Representative with this information and the necessary proof(s) (such as proof of origin, invoices, certificates) in a timely manner. The Principal agrees not to omit any data or information that might have a direct or indirect impact on the customs acts or formalities related to the customs procedure covering the good(s) concerned. The Principal acknowledges that such data and information will be declared to the customs authorities and is aware of the relevant customs legislation, as well as all liabilities and risks arising out of it.

5. The Parties are obliged to keep all relevant documents and records, in copy or original format as required by law, pertaining to each customs declaration, in conformity with the applicable customs rules.
6. The Principal agrees to inform the Indirect Representative, without delay, of any change of circumstances or facts which may be relevant for the customs treatment assigned to the goods concerned, in order to enable the Indirect Representative to take the necessary action.
7. The Principal shall actively cooperate with the Indirect Representative in the event of an audit or any request for information from the authorities, related to the activities performed for the Principal pursuant to this agreement/authorisation.
8. The Principal shall promptly seek legal advice in case of doubt about the application of the relevant customs legislation.
9. It is the Principal's responsibility to inform the Indirect Representative, prior to submitting the customs declaration, of whether the goods concerned are subject to any tariff(s) other than the conventional duty rate, as well as to any non-tariff requirement(s), such as tariff preferences, reliefs, tariff quotas, provisional or definitive anti-dumping duties, countervailing duties, registrations related thereto, or licences (e.g., end-use authorisation, export or import licences, etc.).
10. The Indirect Representative agrees to execute the assignments entrusted to it to the best of its abilities. The liability of the Indirect Representative is restricted to cases of failure to execute the Principal's instructions, provided that such instructions were clear, written and unambiguous, and that such failure results directly from the Indirect Representative's conscious recklessness or intent.
11. The Principal shall be liable for, and shall indemnify the Indirect Representative for any damages or customs related costs – in particular with regard to customs duties, additional duties, (in)direct taxes, VAT, fines, interests, damages, claims, and any other related charges – that could arise for the Indirect Representative as a result of the customs acts or formalities carried out pursuant to this agreement/authorisation. The Principal shall promptly compensate the Indirect Representative for any and all financial damages that it may suffer. All possible costs and expenses incurred by the Indirect Representative which are directly or indirectly related to the customs formalities performed in the name of the Indirect Representative and on behalf of the Principal (such as, costs for files, bailiffs, legal assistance) are also for the Principal.
12. Upon a written request from the Indirect Representative, the Principal shall provide the Indirect Representative, at its sole expense, with an unconditional bank guarantee for an amount proportionate to the value of the relevant goods, issued by a globally-renowned bank, to cover all the financial implications which the execution of this agreement/authorisation could have for the Indirect Representative.

- 13. This agreement/authorisation, and any dispute, controversy or proceeding arising out of or relating to this agreement/authorisation, or the subject matter hereof, shall be governed and construed according to Belgian law without regard to any conflicts of law principles. The Parties to this agreement/authorisation irrevocably agree that the Commercial Courts of Brussels shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this agreement/authorisation or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the Commercial Courts of Brussels. However, by way of derogation from the foregoing, in the event that the Indirect Representative and the Principal have also entered into a transport contract in relation to the goods concerned, the court granted jurisdiction under the said transport contract will have jurisdiction to hear that dispute.
- 14. This agreement/authorisation applies without prejudice to the UPS Terms and Conditions.
- 15. This agreement/authorisation will take effect on ___/___/___ and will remain valid for an indefinite period until terminated by either of the Parties by registered letter sent to the Principal or to the Management Board of the Indirect Representative, taking into consideration a 30 days notice period.
- 16. Termination of the agreement/authorisation does not affect any right or claim that the Indirect Representative has acquired during the term of the agreement/authorisation.
- 17. The personal data contained in this agreement/authorisation is collected for customs purposes in the administration of the Indirect Representative, for customs registration procedures and the representation of the Principal. It may be disclosed to customs authorities, professional advisors and, if necessary, to regulatory authorities, law enforcement agencies or before court. You have the right to access, and subject to conditions set out in applicable data protection and other laws and regulations, rectify, restrict or erase your data. We refer to our data protection policy for exercising these rights. The details of the authorised representatives are kept as long as this agreement/authorisation remains valid and, thereafter, for as long as required by legal (retention) requirements.

The Company's signature and stamp:

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