



Contract / power of attorney to act as a direct representative with financial services

Client / The Direct Principal

Name of the company:

Address:

Postal code, city:

Country:

VAT number*:

EORI number*:

Customs representative/ Direct representative

Name of the company: Duplat International SRL.....

Address: Rue de Linkebeek 32

Postal code, city: 1180 Uccle (Belgium).....

**if applicable*

The parties declare that they have contractually agreed as follows:

Article 1:

1.1

The Principal authorises and mandates the Customs Representative in accordance with Article 18 et seq. of the Union Customs Code (order no. 952/2013/EU) to lodge the declarations required by the Customs legislation - and as far as necessary by any other legislation - in its

name and on its behalf under the "direct representation" regime provided for by the above-mentioned article.

1.2.

This contract / power of attorney applies in the first instance to all Customs declarations to be made by the Customs Representative on behalf of the Principal for release for free circulation and/or release for consumption relating to the following levies, duties and incidentals:

- a) customs duties, anti-dumping duties, levies, premiums, supplementary or compensatory amounts, additional amounts or elements, supplementary duties, Common Customs Tariff duties and other duties imposed or to be imposed by the institutions of the European Union on trade with third countries, levies and other duties provided for under the common organisation of the markets in the sugar sector;
- b) excise duties, special excise duties, energy levy, checking fee on heating oil, environmental levies, environmental tax, packaging levy;
- c) value added tax;
- d) levies, fees, default interest, charges relating to the goods which are the subject of the declaration submitted, sanitary check fees, tourist tax and shop fees and any other levies, for which the administration grants a payment period, in accordance with the applicable laws, orders and instructions.

This contract/power of attorney includes all activities and communications until the completion of the customs audit.

For all transactions with the Single Office of the Customs and Excise Administration and in accordance with the above provisions, as the case may be, the Customs Representative's account or guarantee with the Single Office of the Customs and Excise Administration will be used in the name and on behalf of the Principal.

1.3.

In addition, this contract/power of attorney is also valid for customs declarations made by the Customs Representative on behalf of the Principal.

For all transactions with the Single Office of the Customs and Excise Administration and in accordance with the above provisions, as the case may be, the Customs Representative's account or guarantee with the Single Office of the Customs and Excise Administration will be used in the name and on behalf of the Principal.

1.4.

In addition, this contract/power of attorney also applies to declarations for placement under the following regimes, however, without the financial services provisions of the Customs Representative being applicable:

For exports:

- the export of Community products
- re-export for settlement

Article 2:

In addition, the Principal gives the Customs Representative the following mandate:

- to make claims for refunds/rebates as well as to lodge appeals against incorrect information in the declaration compared to the information provided by or on behalf of the Principal at the time of the order and without further instructions to the Customs Representative;
- at the explicit request of the Principal, to make claims for refunds/rebate or appeals due to incorrect information provided at the time of the order.
- to lodge appeals, if they relate to corrections until the end of the customs audit.

The lodging of other claims and appeals, including the administrative appeal provided for by law, must be agreed separately on a case-by-case basis.

Article 3:

3.1.

Prior to the first declaration to be made under this contract, the Principal undertakes to provide the Customs Representative with an official certificate showing the existence of its company, its current registered office and the identity of the persons legally authorised to represent its company. If the Principal is a natural person, he/she must provide a copy of his/her passport / identity card.

3.2.

In general, the Principal undertakes to make available to the Customs Representative all documents and information required by the applicable law to enable it to perform its task properly.

3.3.

Before starting its task, the Customs Representative is entitled to sufficient funds to cover the levies, duties and incidentals referred to in Article 1.2, which will be due in the course of its

task and to cover the guarantees which the Customs Representative will have to provide in the course of its task as well as to the amounts which it will owe to third parties in the course of its task.

3.4.

It is explicitly agreed that the Customs Representative has the right to suspend its services until it has received the documents and information referred to in Articles 3.1. and 3.2., and/or the funds provided for in Article 3.3.

Article 4:

If not specifically exempted by this contract / power of attorney, the Belgian Shipping Conditions as published in the Annexes to the Belgian Official Journal of 25 June 2005 under number 0090237 are applicable to the relationship between the Principal and the Customs Representative.

The Principal hereby declares that it has taken note of the Belgian Shipping Conditions and accepts them in their entirety.

Article 5:

This contract / power of attorney is concluded / agreed for an indefinite period from.....

This contract / power of attorney may be cancelled / terminated subject to a notice period of.....

The cancellation / termination of this contract / power of attorney must be made by registered letter.

Article 6:

Even after the cancellation/termination of this contract/power of attorney, its provisions remain applicable as far as they are relevant to meet governmental obligations.

The Customs Representative is therefore entitled to retain this contract / power of attorney even after cancellation / termination for its own administration and for the purposes of any government checks.

Client / The Direct Principal, legally represented by:

Full name:

Post:

Date and place:

Signature (and seal):

Customs Representative/ Direct representative, represented by:

Full name:

Post:

Date and place:

Signature (and seal):

APPENDIX A Documents to be sent, listed by presumption.

1. Presumption 1 (based on Article 3, §§ 2 & 3 of Royal Decree No. 52 of 11.12.2019)

1.1 Destination documents as referred to in Article 4 of Royal Decree No. 52 of 11.12.2019 which have been supplied to the same customer for a maximum period of three consecutive calendar months.

1.2 The invoice for the transport if the transport was provided on behalf of the supplier.

2. Presumption 2 (based on Article 45*bis* of the Implementing Regulation (EU) 2018/1912 of 4.12.2018)

2.1 Shipment or transport carried out on behalf of the seller

The Principal shall provide the Authorised Representative with:

A. Two elements of non-contradictory Category 1 evidence, namely:

- A signed CMR letter
- A bill of lading
- An air freight bill
- An invoice from the carrier of the goods

OR

B. Non-contradictory Category 1 evidence (see above), in combination with non-contradictory Category 2 evidence, namely:

- An insurance policy for the shipment or transport of the goods or bank documents proving payment for the shipment or transport;
- Official documents issued by a public authority, such as a notary, confirming the arrival of the goods in the Member State of destination;
- A receipt issued by a warehouse keeper in the Member State of destination certifying to the storage of the goods in that Member State.

2.2 Shipment or transport carried out on behalf of the buyer

The Principal shall provide the Authorised Representative with:

- ##### A. a written declaration by the buyer that the goods have been dispatched or transported by itself or by a third party on its behalf and specifying the Member State of destination. The data that must be mentioned in the written declaration are listed in Article 45*bis* 1 b) of the Implementing Regulation

AND

- ##### B. at least two documents referred to in 2.1. or a document referred to in 2.1A in combination with a document referred to in 2.1.B.
- ##### C.

Declaration of non-strategic goods

Council Regulation (EC) No. 428/2009 of 5 May 2009 sets up a Community regime for the control of exports, transfers, brokerage and transit of dual-use items listed in Appendix I to the aforementioned Regulation, which is updated periodically and the consolidated version of which is published at <https://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A02009R0428-20211007>.

EU Council Common Position No. 2008/944/CFSP of 8 December 2008 sets out common rules governing the control of exports of military technology and equipment, the consolidated version of which is published at <https://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A02008E0944-20190917>.

Dual-use goods and military goods are jointly called "Strategic Goods".

The undersigned,..... [name of the legal representative], acting as legal representative of:

Name of the company:

Registered office:

Country:

EORI / VAT No.:

Declares and guarantees that it will not export, transfer, trade or transit any Strategic Goods, whether disassembled or not, or parts thereof.

If Strategic Goods are involved, the undersigned will inform SRL Duplat International in advance and in writing.

The undersigned guarantees and will exempt SRL Duplat International from all fines, damages (direct and indirect) and claims from authorities or third parties, or others, as a result of the non-communication, erroneous communication or late communication relating to the export, transfer, brokerage and transit of strategic goods.

Place:

Name:

Post:

Date:

Signature:

Seal: