

Authorisation direct representative DPD (Nederland) B.V.



Agreement to act as direct representative

Dotted lines indicate that further details must be provided.

The Undersigned,

The Principal / the party directly represented

Company Name*:

Or do you send parcels as a private person?

Name:

Address :

Postal Code, Place :

Country :

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

EORI number* : ID no.*:

**where applicable*

The Freight Forwarding Company / Direct Representative

Company Name : DPD (Nederland) B.V.....

Address : Westfields 1410.....

Postal Code, Place : 5688 HA Oirschot, 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 18, and further, of the Union Customs Code (hereafter UCC), to make the declarations prescribed in the customs legislation - and where applicable possible in other legislation - 'in the name and for the account of' the Principal (also known as direct representation) and any other related activities as described in this agreement. This authorisation and the order apply to the shipment of goods presented by or on behalf of the Principal, for which the Principal has provided the Freight Forwarding Company with the records and/or information to be understood within the broadest meaning. This authorisation and the order comprise all acts and communications up to the termination of the control period and/or the reclaim period. This authorisation is however not intended, and Freight Forwarder does not accept, to transfer any liability to the Freight Forwarding Company.

In addition, the Principal authorises and commissions the Freight Forwarding Company to perform all (procedural) activities which are required to protect the interest of the Principal or the Freight Forwarding Company concerning declarations issued under the virtue of this agreement on behalf and for the account of the Principal. The activities include amongst others:

- Submit requests arising from legislation, amongst others the UCC, relating to data incorrectly stated in the declaration compared to the information supplied when the order was placed;
- Submit requests to invalidate, amend, revise or suspend a declaration;
- Submit requests for repayment or remission, based on article 116 – 120 UCC, including any subsequent activities such as written objection and lodging appeals;
- Submit request within the meaning of article 124 UCC;
- Request exemptions and authorisations, within the meaning of the UCC, related to the issuance of a declaration under the virtue of this agreement.
- Conduct an objection and appeal procedure against decisions of authorities when connected with the declarations issued under this agreement and/or previous agreements as well as the appointment to a third party to conduct an objection and appeal procedures under this agreement.

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 proof could for example be 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 or identity card.

Article 1. GENERAL CONDITIONS

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the GTC of the Freight Forwarding Company / Direct Representative. The most recent version of the GTC 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 general terms and conditions of the Freight Forwarding Company / Direct Representative <https://www.dpd.com/nl/en/general-terms-conditions/> , the DPD Manual <https://www.dpd.com/nl/en/dpd-manual/> and the Data Protection Conditions <https://www.dpd.com/nl/en/data-protection/>
 - 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.¹
- 1.4 The Direct Representative is entitled to refuse to perform acts and activities ensuing from this agreement, providing he/it communicates this as soon as possible.

¹ 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.

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.
- 2.4 In the event of significant changes in the company structure, the Principal undertakes to immediately inform the Direct Representative in writing and to conclude a new agreement with the Direct Representative.

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. The Freight Forwarder Company is allowed to refuse or limit the use of any (credit)facilities, and inform Customs authorities of such refusal or limitation, in particular in those cases when the verification of a declaration is not completed after two weeks. As a consequence, the customs authorities must levy any charges higher than the amount originally charged directly with the Principal.

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.²
- 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.

Article 5. DURATION AND TERMINATION/REVOCATION OF THE AGREEMENT

- 5.1 The agreement is entered into / applies for 1 year starting on the date of signature of the agreement authorization by Principal.
- 5.2 If the agreement is not cancelled/revoked, the agreement will be tacitly renewed each time for a period of 1 year.
- 5.3. The agreement can be canceled / withdrawn by parties with consideration of 1 week.
- 5.4 Cancellation/revocation is to be effected by registered letter or e-mail (customs.expertiseteam@dpd.nl).

² To be kept for a period of 7 years from the date at which customs control was completed.

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- 5.5. This agreement will automatically end on the date that the Forwarding Agreement is terminated.
- 5.5 The provisions under this agreement continue to apply also after cancellation/revocation, where relevant in connection with fulfilment of obligations imposed in the name of government.
- 5.6 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 performed by third parties.
- 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.

The Principal, lawfully represented by:

Full Name :

Position :

Date and Place :

Signature :

Freight Forwarding Company, represented by:

Full Name :

Position :

Date and Place :

Signature:

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ANNEX A TERMS AND CONDITIONS

<https://www.dpd.com/nl/en/general-terms-conditions/>

<https://www.dpd.com/nl/en/dpd-manual/>

<https://www.dpd.com/nl/en/data-protection/>

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, the Principal 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 no³**

➤ 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:

³ If that person/entity is not the principal as well.

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In relation to the shipment:

- Delivery terms (Incoterms 2020, or any later version)
- 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)

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

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- 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