

AGREEMENT / LETTER OF AUTHORISATION TO ACT AS A DIRECT REPRESENTATIVE WITH FINANCIAL SERVICES:

The Signatories,

THE PRINCIPAL/THE PARTY WHO IS DIRECTLY REPRESENTED

Company Name: _____
Legal Form: _____
Registered Office: _____
Postcode and Town/City: _____
Country: _____
Enterprise No: _____
VAT Identification No: _____
EORI No: _____
Phone No: _____
Email Address: _____

Hereinafter the Principal, on the one hand

And

THE CUSTOMS REPRESENTATIVE / DIRECT REPRESENTATIVE

Any of the companies affiliated with Customs Support Group B.V. (Chamber of Commerce 24294906) in Belgium¹, including but not limited to:

- **Customs Support Belgium BVBA (0834.398.750 – EORI BE0834398750)**
Noorderlaan 147 box 13, 2030 Antwerp
- **Customs Support Excise Belgium BVBA (0694.898.397 – EORI BE0694898397)**
Noorderlaan 147 box 13, 2030 Antwerp
- **Machtelynck Th. Et Fils NV (TMF) (0400.095.702 – EORI BE0400095702)**
Noorderlaan 147 box 13, 2030 Antwerp
- **ECA NV (0466.862.186 – EORI BE0466862186)**
Noorderlaan 147 box 13, 2030 Antwerp
- **ACS BVBA (0422.747.774 – EORI BE0422747774)**
Noorderlaan 147 box 13, 2030 Antwerp
- **Douaneagentschap Vandevyver (0476.434.306 – EORI BE0476434306)**
Noorderlaan 147 box 13, 2030 Antwerp
- **Portmade NV (0458.338.361 – EORI BE0458338361)**
Noorderlaan 147 box 13, 2030 Antwerp

Hereinafter collectively and individually referred to as the 'Customs Representative'

The Parties have agreed as follows:

Article 1:**1.1**

The Principal authorises and instructs the Customs Representative in accordance with Article 18 and seq of the Union Customs Code (Regulation (EU) no. 952/2013/EU) to submit all declarations required under customs legislation - and insofar possible under other legislation - in the name and for the account of and/or on behalf of the Principal, under the system of 'direct representation' as provided for in the aforementioned article.

1.2

¹ The list of entities affiliated with Customs Support Group B.V. is available at: <https://customssupport.com/downloads-belgium>

The Agreement/Letter of Authorisation shall apply first and foremost to all customs declarations to be submitted by the Customs Representative on the Principal's behalf, for release for free circulation and/or for consumption, in respect of the following levies, taxes, duties, and associated duties:

- a) customs duties, anti-dumping duties, levies, premiums, additional amounts, countervailing duties, supplementary amounts or additional elements, supplementary duties, duties of the common customs tariff and other duties on trade with third countries, introduced or to be introduced by the European Union institutions under the common organisation of the markets in the sugar sector;
- b) excise duties, special excise duties, energy contributions, monitoring charges for domestic heating oil, environmental charges, packaging levies;
- c) value-added tax;
- d) levies, charges, interest due for late payment in relation to the goods that are the subject of the declaration, duties arising from health inspections, local taxes, warehouse charges, as well as any other amounts for which the administration grants a payment deferral in accordance with the applicable laws, decrees, and instructions.

This Agreement/Letter of Authorisation comprises all acts and communications right up to the completion of the verification process.

For all transactions at the Sole Office of Customs and Excise, the Customs Representative's account or guarantee will be used 'in the name of' and 'for the account or on behalf of' the Principal, in accordance with the aforementioned provisions, depending on the case, right up to the completion of the verification process. However, the Customs Representative is not obliged to make its account or guarantee available and may indicate to the Principal where applicable that the Principal must provide payment and/or guarantee.

1.3

Furthermore, the Agreement/Letter of Authorisation shall also apply to customs declarations submitted by the Customs Representative on the Principal's behalf in respect of the following customs regulations:

*all*²

For all transactions at the Sole Office of Customs and Excise, the Customs Representative's account or guarantee will be used in the name of and for the account of the Principal, in accordance with the aforementioned provisions, depending on the case.

1.4

The Agreement/Letter of Authorisation shall also apply to declarations for entry under the following regulations, however, without the provisions relating to the financial services of the Customs Representative:

In case of export:

- the export of community goods
- re-export for discharge of the following customs regulations

*all*³

Article 2:

² Please state which customs regulations (bonded warehouse, inward processing, temporary admission, end-use procedure) apply. If the authorisation for direct representation relates to all customs regulations for which declarations can be made by direct representatives, you may enter "all". If the authorisation for direct representation merely covers the declaration for consumption/the release for free circulation, no entries have to be made.

³ Please state which customs regulations (bonded warehouse, inward processing, processing under customs control, temporary admission, etc.) apply or state "all". If the authorisation for direct representation does not apply to re-exports, no entries have to be made.

In addition, the Principal authorises and instructs the Customs Representative to:

- file requests for refunds/abatements and requests for invalidation or modification of declarations, as well as file appeals with respect to incorrect data in the declaration compared to the information provided by or on the Principal's behalf in the context of this Agreement/Letter of Authorisation, without the need for further instructions to be provided to the Customs Representative;
- at the Principal's request, file requests for refunds/abatements and requests for invalidation or modification of declarations, as well as file appeals because incorrect data was provided by or on the Principal's behalf in the context of this Agreement/Letter of Authorisation;
- file appeals against decisions of the customs authorities insofar as they concern corrections or notifications of a (customs) debt until such time the verification process is completed.

The submission of requests and the filing of appeals in cases other than those specified above by the Customs Representative on the Principal's behalf require a separate instruction and authorisation.⁴

Article 3:

3.1

Prior to the first declaration to be submitted under this Agreement/Letter of Authorisation, the Principal undertakes to provide the Customs representative with an official certificate which serves as proof of the existence of its company, its current registered office, and the identity of the person/s authorised to legally represent the Principal's company. If the Principal is a natural person, he/she must provide a copy of his/her passport/ID card.

3.2

In general, the Principal undertakes to provide the Customs Representative with all documents and information that are necessary and relevant for the Agreement to be performed correctly, in accordance with applicable legislation. The Principal guarantees to the Customs Representative that the documents and information will be provided in a timely manner and that they are correct, complete, valid, authentic, and in no way misleading.

3.3

The Customs Representative shall be entitled to obtain adequate provisions prior to the performance of the Agreement to cover the agreed remuneration, the duties, taxes and other charges referred to in Article 2.1, which will or may become due in the course of the performance of this Agreement, as well as to cover all guarantees that the Customs Representative will be required to provide in the context of the performance of this Agreement and the amounts that it will owe to third parties as part of the performance of this Agreement.

3.4

The Customs Representative reserves the right to refuse (specific) instructions for the performance of customs formalities for reasons that it deems appropriate, such as but not limited to doubt about whether the instruction complies with applicable legislation or regulations. The Parties agree that the Customs Representative has the right to refuse or suspend the performance of the Contract until such time that the Principal has provided the documents and information referred to in Art. 3.1 and 3.2 and has paid the provision and other amounts referred to in Art. 3.3 to the Customs Representative.

Article 4:

To the extent that there are no deviations from this in this Agreement/Letter of Authorisation, the legal relationship between the Principal and the Customs Representative is subject to the Belgian Freight Forwarders

⁴ In Article 2, a request for remission/repayment means a request pursuant to Art. 116 UCC, with a request for invalidation or modification referring to a request under Art. 173 or 174 UCC. An appeal refers to the appeal in Art. 44 UCC.

Standard Trading Conditions, as published in the annexes of the Belgian Official Gazette of 24 June 2005, under no. 0090237, which are appended⁵ to the Agreement/Letter of Authorisation.

The Principal herewith expressly and irrevocably declares that he understands and accepts these terms and conditions.

Article 5:

This Agreement/Letter of Authorisation is entered into/is valid for an indefinite period and takes effect from the date of signing of this Agreement/Letter of Authorisation.

The Agreement/Letter of Authorisation may be terminated/revoked with a notice period of 3 months.

The termination/revocation of the Agreement/Letter of Authorisation must be done by registered letter.

Article 6:

The provisions of this Agreement/Letter of Authorisation shall remain valid, insofar relevant for complying with obligations imposed by the authorities, even after termination/revocation of the Agreement/Letter of Authorisation.

The Customs Representative shall be entitled to retain this Agreement/Letter of Authorisation even after termination/revocation for administrative purposes and possible government inspections.

Each Party declares to have received one copy of this Agreement/Letter of Authorisation.

⁵ *Via an automatic link to our website on p. 6 and as appendix on p. 7 until 15.*

THE PRINCIPAL/THE PARTY WHO IS DIRECTLY REPRESENTED, LEGALLY REPRESENTED BY:

Full Name: _____
Title: _____
Date and Place: _____
Signature (and stamp) "Read and Approved"

Please initial each page in the designated box ("Initials").

Please append proof of the company's registration, proof of authorisation for representation, and a copy of the identity documents of the authorised representative. ⁶

THE CUSTOMS REPRESENTATIVE / DIRECT REPRESENTATIVE, REPRESENTED BY:

Full name: Krafant Consulting, and its permanent representative Mr Kurt Crauwels
Title: Managing Director
Date and Place: _____
Signature (and stamp): "Read and Approved"

Appendix: [Belgian Freight Forwarders Standard Trading Conditions](#)

⁶ The client must provide proof of the company's existence and of the identity of the person(s) authorised to represent it by means of an extract from the competent chamber of commerce. Privacy-sensitive information may be made illegible on the proof of identity, such as the national number and the photo. With respect to our lawful interest, we would like to be able to at least check the name and signature of the signatory and the validity of the proof of identity.

BELGIAN FREIGHT FORWARDERS STANDARD TRADING CONDITIONS

Forward Belgium, published in the Supplements to the Belgian Official Gazette (Belgisch Staatsblad – Moniteur belge) of June 24, 2005 under number 0090237.

DEFINITION AND SCOPE OF THE CONTRACT

Article 1

Unless otherwise agreed these Conditions shall be applicable to any form of service provided by the Freight Forwarder. They may be quoted as “Belgian Forwarding Conditions”. They represent a recognized custom of the trade.

Article 2

In these Conditions:

- **Customer:** is the Freight Forwarder’s Principal at the instructions of whom and on behalf of whom the Freight Forwarder provides services, information or advice, whether gratuitous or for reward.
- **Freight Forwarder:** is a CEB member or each Freight Forwarder conducting business under these Conditions.
- **Service:** is any instruction to forward goods offered, accepted for performance, or performed by the Freight Forwarder, and any related act, any information or advice in respect thereof.
- **Goods:** are all and any goods including their packaging, entrusted to the Freight Forwarder by the Customer. Such goods include all and any merchandise as well as all and any titles or documents that represent or may represent such goods.
- **Owner:** is the owner of the goods to which the service provided by the Freight Forwarder pertains.
- **Third parties:** are any non-contracting parties, in particular any natural or legal persons whom the Freight Forwarder deals with in the performance of his duties.

Article 3

Where the performance of services is concerned, a distinction is made between the Freight Forwarder who acts:

1. As a forwarding agent under Belgian law (commissionaire — expéditer): his duties consist of, inter alia, forwarding goods either in his own name or in his Principal’s name, but always on the latter’s behalf, and pursuant thereto in providing all and any such services as may be necessary in respect thereof, performing all and any required formalities and concluding any such agreements as are necessary for such purpose
2. As a principal under Belgian law (commissionaire de transport): in the following cases only, and in no other cases, the Freight Forwarder shall be regarded as a principal:
 - a. when he performs the carriage of goods in his own name and by his own means of transport,
 - b. when he issues a transport document in his own name,
 - c. when the instructions explicitly show that the Freight Forwarder assumes such obligation.

Article 4

These Conditions do not imply any waiver of any right by the Freight Forwarder and they cannot give rise to a more extensive liability than that to which he would be subject pursuant to any legislation or regulation applicable in addition to these Conditions.

Article 5

The Customer warrants that the goods entrusted by him to the Freight Forwarder under his instructions are his property or that as an authorized agent of the owner he has the right of control of such goods, and that consequently he accepts these Conditions not only for himself but also for and on behalf of his Principal and for and on behalf of the owner.

FORMATION AND PERFORMANCE OF THE CONTRACT

Article 6

Unless otherwise agreed, or unless an event constituting force majeure arises beyond the Freight Forwarder's control, an offer made by the Freight Forwarder shall be valid for 8 days. Such an offer shall be based upon existing rates, remunerations, freight charges, currency rates and estimated dates, which are in force at the time when the offer is communicated to the Customer. Should one or more of these elements be varied, the prices offered shall be adapted accordingly and retroactively.

The Freight Forwarder shall at all times be entitled to charge to the customer all and any amounts charged to him by third parties as a result of improperly calculated freights, costs and rates.

Article 7

The Customer shall undertake to supply to the Freight Forwarder, in advance and not later than at the time of confirmation of the order, any useful information including, but not limited to, the nature of the goods, the method of shipment, the place of taking over and delivery, and the required route and procedure, and in particular any information which the Principal may be presumed to have at his disposal as manufacturer, merchant, owner or consignor of the goods, and which may ensure their preservation, shipment, taking over at the place of departure and delivery at the place of destination.

Article 8

The Freight Forwarder shall not be presumed to examine the correctness of the particulars or the information given by the Customer or the authenticity or regularity of the documents furnished by the Customer. Such information shall be accepted in good faith.

Article 9

In the absence of precise instructions to the contrary or special agreements, the Freight Forwarder shall be at liberty in his choice of means to be used to organize and perform the services to the best of his abilities according to normal business practice, including the groupage of goods.

Article 10

The Freight Forwarder shall be entitled to charge any amounts or fees for his expenses and interventions on a fixed basis, i.e. as a lump sum or an inclusive price.

Article 11

In the performance of his duties, the Freight Forwarder may employ third parties, servants and agents who show normal professional qualifications.

Article 12

Unless instructed to the contrary, the Freight Forwarder shall be entitled to keep possession, control or custody of any goods that for some reason could not be delivered, or to take custody of them, and to store the goods at the Principal's cost and risk or at the expense and risk of the goods themselves.

In accordance with the provisions of the Act of 5 May 1872, the Freight Forwarder may sell the goods and apply the proceeds in or towards the payment of his claims.

In the case of dangerous, perishable, flammable, explosive goods or goods that may otherwise cause damage to persons, animals or property, subject to prior notification in writing to the Customer and subject to accountability the Freight Forwarder may destroy, remove or sell the goods on the Customer's behalf and at the Customer's risk.

Article 13

The Freight Forwarder shall be entitled to suspend the performance of his duties if the Customer fails to fulfil or insufficiently fulfil his obligations in any way. In the event of force majeure, the Contract shall remain in force.

The Freight Forwarder's duties shall, however, be suspended for the duration of the event constituting force majeure.

In case of specific duties, or activities that are uncommon, particularly time-consuming or that require specific effort, additional fees may be charged at any time. All additional costs caused by force majeure shall also be borne by the Principal.

Article 14

Unless otherwise and previously agreed in writing, the Freight Forwarder shall not be under a duty to guard the goods to be forwarded, nor to have them guarded, nor to have them insured, wherever they are, even out in the open.

PAYMENT

Article 15

The amounts or fees charged shall be payable in cash at the Freight Forwarder's registered office, within eight days from the date of the invoice.

Any loss resulting from exchange rate fluctuations is for the Customer's account. Payments not allocated by the Customer himself to the payment of a specific debt, may be applied at the Freight Forwarder's choice to the payment of any amount owed by the Customer.

Article 16

Any protest against the invoicing or any services and amounts charged must have been received by the Freight Forwarder in writing within 14 days from the date of invoice.

Article 17

The Customer waives any right to rely on any circumstance which might entitle him to suspend payment in whole or in part and waives any right to set-off or counterclaim with regard to all amounts charged to him by the Freight Forwarder.

Article 18

The Freight Forwarder shall not be required to provide security for the payment of freight, duties, levies and taxes or any liabilities whatsoever, should this be required by third parties. Where the Freight Forwarder has provided security, the Customer is under a duty, at the Freight Forwarder's first request in writing, to pay to the Freight Forwarder, by way of security, any amount for which the Freight Forwarder has provided security to third parties, ..

Article 19

Any debt not paid on its due date shall, without any prior notice, be increased with compensatory interests calculated at the statutory interest rate and increased by liquidated damages equal to 10 % of the debt, so as to cover any economic and administrative loss, without prejudice to the Freight Forwarder's right to prove the existence of more extensive damage.

CUSTOMER'S DUTIES AND LIABILITY

Article 20

The Customer shall undertake and accept liability for the following:

- That his instructions and his description of the goods are complete, correct and accurate;

- That the goods to be entrusted by him to the Freight Forwarder shall be made available in time, completely and in a useful way, that they are loaded, stowed, packed and marked in accordance with the nature of the goods, the place of receipt or destination, and for the purposes for which they are entrusted to the Freight Forwarder;
- That all documents submitted to the Freight Forwarder by the Customer are complete, correct, valid, authentic and not improperly prepared or used;
- That, unless the Freight Forwarder has been informed thereof previously and in writing, the goods entrusted to him are not of a dangerous, perishable, flammable or explosive nature or liable to otherwise cause damage to third parties, persons or property;
- That he will examine all documents submitted by the Freight Forwarder upon receipt and that he will verify whether they are in accordance to the instructions given to the Freight Forwarder.

Article 21

The Customer shall be liable to the Freight Forwarder and he shall indemnify him at his first request:

- Against any damage and/or loss resulting from the nature and the packaging of the goods, the incorrectness, inaccuracy or incompleteness of instructions and information, the non-delivery or untimely delivery of the goods to the Freight Forwarder at the agreed time and place of receipt, the failure to provide, or timely provide, documents and/or instructions, and the fault or negligence in general of the Customer and of the third parties employed by him;
- Against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder by authorities, third parties or servants and agents, for whatever reason, with regard to the goods, any damage, expenditure, costs, duties, claimed directly or indirectly as a result of the service provided on the instructions of the Customer, unless the Customer shows that such claim was directly caused by a fault or negligent act or omission for which only the Freight Forwarder is liable;
- Against any damage and/or loss, costs and expenditure which is claimed from the Freight Forwarder in cases where, under Community or national laws and regulations, he is under any personal and/or joint and several liability for the payment or settlement of customs duties and/or other taxes.

Article 22

If the claim for which the Freight Forwarder requires compensation or indemnity from the Customer pertains to a customs or other tax claim, and if it is based on instructions with regard to customs received from the Customer or on his behalf, the Customer shall undertake, at the Freight Forwarder's request, to provide a financial guarantee to unconditionally warrant the Customer's liability towards the Freight Forwarder, to the benefit of the Freight Forwarder or to the benefit of a third party designated by the Freight Forwarder.

FREIGHT FORWARDER'S DUTIES AND LIABILITY

1. *Provisions common to Agents and Principals*

Article 23

The Freight Forwarder shall not be liable for damage caused by an event constituting force majeure, including, but not limited to, war, riots, strikes, lockouts, boycotts, work congestion, scarcity of cargo or weather conditions.

Article 24

The Freight Forwarder shall not be liable for damage or loss as a result of theft of goods in his possession, custody or control, unless the Customer shows that the theft took place as a result of circumstances which the Freight Forwarder, in view of the Contract with the Customer, should have avoided or which he should have foreseen, provided that the risk of theft is not for the account of the goods under local regulations or business practice.

Article 25

The Freight Forwarder shall not be liable for any indirect loss or damage, including economic loss or damage, consequential loss or damage and immaterial loss or damage.

Article 26

The Freight Forwarder shall not be responsible for the lack of or bad result of any instructions to collect money, unless this is proved to have been caused by gross negligence.

2. Liability of the Freight Forwarder acting as Agent (art. 3.1)**Article 27**

The Freight Forwarder shall perform his duties with reasonable care, dedication and perception, and he shall be under a duty of normal professional performance of the instructions given to him.

Article 28

The Freight Forwarder's liability shall be limited to that for fault, negligence or omission in the performance of the instructions given to him.

To the extent that such fault, negligence or omission has caused any direct material damage or financial loss to the Customer or third parties, the Freight Forwarder shall be entitled to limit his liability to:

- € 5 per kilogram gross weight of the goods lost or damaged, with a maximum of € 25,000 per contract.

Article 29

The Freight Forwarder shall not be liable for the performance of any contract entered into by him for and on behalf of his Customer with third parties, servants or agents, pertaining to storage, transport, customs clearance or the handling of goods, unless it is shown by the Customer that the defective performance thereof was directly caused by the Freight Forwarder's fault.

Article 30

The Freight Forwarder does not guarantee any fixed time or date for delivery, dates of arrival and departure, unless otherwise previously agreed in writing. The indication of a time or date for delivery by the Principal is not binding upon the Freight Forwarder.

3. Liability of the Freight Forwarder acting as Principal (art. 3.2)**Article 31**

The Freight Forwarder shall be liable as a carrier in the cases provided for in article 3.2. His liability shall be determined according to national law and the international conventions applicable to the mode of transport concerned.

PRIVILEGE AND LIEN**Article 32**

Any amounts charged by the Freight Forwarder shall be privileged in accordance with Belgian law and with these Conditions.

Article 33

Any claims of the Freight Forwarder as against his Principal shall be privileged under Article 14 of the Act of 5 May 1872, Article 20,7^o of the Mortgage Act, and Article 136 of the General Customs and Excise Act with regard to all goods, documents or monies currently or in the future in his possession, custody or control, regardless of the fact whether the claim pertains in whole or in part to the taking in charge or forwarding of other goods than those in his possession, custody or control.

Article 34

The Freight Forwarder shall have the right to retain the goods and he shall be entitled to sell or dispose of the goods and to apply the proceeds to his claim in full; they shall also serve as security, regardless of the fact whether the Principal is the owner of the goods.

INSURANCE**Article 35**

The Freight Forwarder may make insurance (AREX 21) available to the Principal upon his request in writing, for any business related to international carriage at the Freight Forwarder's risk. The costs of such insurance shall be borne by the Principal.

PRESCRIPTION AND EXTINCTION OF RIGHT**Article 36**

The Freight Forwarder must be given notice in writing of any claim for damages as against him, with reasoned grounds, within 14 days from either the delivery of the goods or the sending of the goods. Any potential liability of the Freight Forwarder shall be extinguished automatically and definitively when the Customer has retaken delivery of the documents pertaining to a specific operation within the framework of services after the performance thereof without having formulated a reasoned reservation not later than on the 10th day after the sending of these documents by the Freight Forwarder.

Article 37

Any liability action against the Freight Forwarder shall be time-barred as a result of prescription if it is not brought in the Court having jurisdiction within a period of six months. Prescription shall run from the day following the day on which the goods were delivered or should have been delivered, or, in the absence of delivery, from the day following the day the event giving rise to the action took place.

JURISDICTION AND ADMINISTRATION OF JUSTICE**Article 38**

Exclusive jurisdiction is deferred to the Courts of the Freight Forwarder's registered office, which is presumed to be the place of formation and performance of the Contract, without prejudice to the Freight Forwarder's right to bring the action before another Court.

Article 39

Legal and arbitration proceedings against third parties shall not be conducted by the Freight Forwarder unless he agrees to do so at the Principal's request and for and on the Principal's behalf.

Article 40

All legal relations governed by these Conditions shall exclusively be governed by the laws of Belgium.

ENTRY INTO FORCE

These Conditions were published in the Supplements to the Belgian Official Gazette (*Belgisch Staatsblad – Moniteur Belge*) of June 24, 2005 under number 0090237 and replace all other General Terms and Conditions of the Belgian Freight Forwarders from the date of entry into force.