



## Agreement/Authorization for Acting as Direct Representative

*Dotted lines indicate that further elaboration is required.*

### The undersigned, Client / Directly Represented

Company Name: .....

Address: .....

Postal Code, City: .....

Country: .....

Chamber of Commerce Number\*: .....Tax Identification Number\*: .....

EORI Number: .....

Passport Number\*: .....

\*if applicable

### Freight Forwarding Company / Direct Representative

Company Name(s): DHL Aviation (Netherlands) B.V.

Address: Anchoragelaan 32

Postal Code, City: 1118 LD Schiphol

The parties declare to have agreed as follows:

The Client authorizes and instructs DHL Aviation (Netherlands) B.V., in accordance with Article 18 et seq. of the Union Customs Code (Regulation No. 952/2013/EU), against the agreed fee, to make the declarations required by customs legislation - and as far as possible from other legislation - 'in the name and on behalf of' the Client. This authorization and instruction apply to the goods shipments made by/on behalf of the Client and for which the Client has provided the documents/information to DHL Aviation (Netherlands) B.V.. This authorization and instruction include all actions and communications up to the termination of the verification and in connection with the issuance of the notification of the customs debt.

In addition, the Client authorizes DHL Aviation (Netherlands) B.V. and instructs DHL Aviation (Netherlands) B.V. to:

- make requests for refunds/exemptions as well as submit objections regarding incorrect data in the declaration compared to the information provided at the time of granting the instruction.
- at the request of the Client, proceed with both making requests for refunds/exemptions and submitting objections because incorrect information was provided at the time of granting the instruction.
- handle refunds on requests for refunds/exemptions and objections through the payment facilities of DHL Express (Netherlands) B.V., EORI NL003432518.
- submit objections as far as corrections are concerned until the termination of the verification.

Version 2025.1

Initial Client:.....

Initial Direct Representative: .....



The making/submission of other requests, objections, and the filing of appeals must be agreed upon separately on a case-by-case basis.

In connection with the authorization, the Client is obliged to provide proof of the existence of the company, the current place of establishment, and who is authorized to legally represent this company to DHL Aviation (Netherlands) B.V. (for example, a current extract from the business registration in the Trade Register or a statement from the company showing the authority of the person granting the power of attorney). If the Client is an individual, they must provide a copy of their passport/identity card.

#### **Article 1. GENERAL PROVISIONS**

- 1.1 Unless otherwise agreed, the Dutch Freight Forwarding Conditions apply to the relationship between the parties, including the arbitration clause. The latest version of the Dutch Freight Forwarding Conditions that applies at the time of performing the actions/work will be applicable.
- 1.2 The following conditions/attachments are part of this contract:
  - The Dutch Freight Forwarding Conditions.
  - Attachment b) Checklist 'required information and documents'
- 1.3 Unless otherwise agreed, the Direct Representative will be present at sampling and physical inspections based on the information known to him - if it serves the interests of the Client.
- 1.4 The Direct Representative is entitled to refuse the performance of actions and work arising from this agreement/authorization, provided he makes this known as soon as possible.

#### **Article 2. OBLIGATIONS OF THE PARTIES**

- 2.1 The Client is obliged to provide all necessary documents, information, and data required for the execution of this agreement (also per individual shipment/transaction) to the Direct Representative, which can reasonably be required based on the applicable regulations and this agreement.
- 2.2 The Direct Representative must request from the Client the necessary documents, information, and data of which the importance for making a correct declaration is reasonably known to him.
- 2.3 The Direct Representative will make the declaration based on the aforementioned data.

#### **Article 3. SECURITY / PAYMENT OF DUTIES / REFUND OF DUTIES**

- 3.1 Unless otherwise agreed, the security and payment of duties, levies, and taxes to the Tax Authorities / Customs will be made using the facilities of DHL Express (Netherlands) B.V., EORI NL003432518
- 3.2 Unless otherwise agreed, refunds of duties, levies, and taxes by the Tax Authorities / Customs will directly benefit DHL Express (Netherlands) B.V., EORI NL003432518

#### **Article 4. ADMINISTRATIVE OBLIGATION**

- 4.1 The Direct Representative is obliged, based on the permit granted to him for 'electronic declaration', to maintain an administration in which the (original) documents and records must be stored per declaration. The Client is obliged to keep a copy of the documents and records provided by him during the same period.



- 4.2 Notwithstanding Article 4.1, the Client is legally obliged to retain all data related to the declaration, the documents, and the other data related to the transaction in his administration as far as they pertain to the declaration.

#### **Article 5. DURATION AND TERMINATION/REVOCATION OF THE AGREEMENT/AUTHORIZATION**

- 5.1 This agreement/authorization is entered into/valid for an indefinite period, commencing.....
- The agreement/authorization can be terminated/revoked with a notice period of 30 days.
- 5.2 Termination/revocation must be done by registered letter.
- 5.3 The provisions of this agreement/authorization remain, as far as relevant in connection with compliance with obligations of a governmental nature, applicable even after termination/revocation of the agreement/authorization.
- 5.4 The Direct Representative is entitled to retain this authorization even after revocation - in the context of any governmental checks.



## Article 6. THIRD PARTIES

6.1 DHL Aviation (Netherlands) B.V. is entitled to have the execution of this agreement/authorization carried out by the third party mentioned below.

Company Name: .....

Address: .....

Postal Code, City: .....

6.2 The aforementioned third party can invoke the Dutch Freight Forwarding Conditions (including the arbitration clause).

6.3 The necessary documents, information, and data, including this authorization, must be made available to the aforementioned third party.

### Client, legally represented by:

Company Name: .....

Name of Authorized Person: .....

Position: .....

Date and Place: .....

Signature (and stamp): .....

### DHL Aviation (Netherlands) B.V., represented by:

Full Name: .....

Position: .....

Date and Place: .....

Signature (and stamp) .....



## **ATTACHMENT B**

### **CHECKLIST: DIRECT REPRESENTATION**

#### **REQUIRED INFORMATION AND DOCUMENTS**

The Client must timely (before the moment of declaration) and correctly provide the necessary documents, information, and data to the Direct Representative. The checklist below has been compiled to indicate the information and documents that the Direct Representative generally needs to have. If the declaration has already been made and the Client possesses other documents, information, and data than those provided or mentioned in the declaration, they must inform the Freight Forwarding Company as soon as possible.

#### **➤ GENERAL**

- Current extract from the registration of the company in the Trade Register (registration of the company and power of attorney)
- Contact details (name, address, city) of the Importer / Consignee and their VAT identification number

#### **➤ NECESSARY DOCUMENTS AND RECORDS**

- **Copy of the invoice / value declaration**
- **(Copy) Transport document (e.g., B/L or CMR)**
- **Certificates of origin** (depending on regulations)
- **Other certificates** (depending on regulations, e.g., health certificates)
- **(Copy) Permits** (depending on regulations, e.g., import permits, permits for economic customs arrangements, special destinations, exemption from duties upon import and/or other taxes upon import)

The Direct Representative may require the following documents from the Client:

- Packing lists
- Product specifications
- Copy of the purchase agreement

Version 2025.1

Initial Client:.....

Initial Direct Representative: .....



➤ **DATA REQUIRED FOR THE DECLARATION**

The following information and documents may be required from the Client:

**Regarding the shipment:**

- Delivery terms / Incoterms)
- Container number
- Mode of transport at the border and inland transport mode
- Country of shipment and country of origin
- Place of the goods
- BTI or BOI, if available
- Description(s) of goods and/or goods code(s)
- Packaging unit, packages
- Marks and numbers
- Gross weight and net weight (per goods code)

**For determining the customs value I (based on transaction value):**

- Delivery costs to the place of entry, taking into account transport, loading costs, and costs related to transport and insurance
- Delivery costs after arrival in the EU (place of entry)
- Costs for construction work, installation, assembly, maintenance, or technical assistance performed after import
- Other costs included in the price (interest, reproduction rights, purchase commissions, storage costs incurred in the EU, and costs for keeping in good condition, quota costs, and sales tax)
- Customs duties and taxes due in the Community upon import/sale in the EU and already included in the price (for example, under DDP)

**For determining the customs value II (based on transaction value)**

The following information must, where applicable, be disclosed to the Direct Representative, namely if:

Version 2025.1

Initial Client:.....

Initial Direct Representative: .....



- there is no purchase agreement for 'sale for export to the customs territory of the EU'
- multiple sales have taken place indicating that the goods are intended for the EU
- the seller receives a portion of the proceeds from a later sale
- the buyer and the seller are connected in any way (branch, shareholdings, etc.)
- an invoice investigation has taken place (date and ruling)
- there are discounts on the price that are fixed at the time of import
- the following costs are borne by the buyer but are not included in the purchase price:
  - commissions (excluding purchase commissions)
  - brokerage
  - packaging materials and packing
- goods and services that have been provided free of charge or at a reduced price by the buyer for use in connection with the imported goods
- the buyer is required to pay royalties and licensing fees, either directly or indirectly, under the terms of the sale
- the sale is subject to an arrangement whereby a portion of the proceeds from the later resale, transfer, or use of the imported goods directly or indirectly benefits the seller

➤ **OTHER**

If the Client already has certain information that is or may be relevant for the declaration, the Direct Representative must be informed about this. This could include, for example:

- Import and export regulations, special arrangements upon import (Weapons and Munitions Act, Opium Act, etc., anti-dumping duties, compensatory duties, etc.)

**Although this list has been compiled with care, what is described above is not an exhaustive enumeration.**