

## Instruction authorisation Direct Representative

Mainfreight needs to be duly authorized to send customs documents on behalf of your company. This authorization is formalized using in the enclosed 'Agreement/authorisation to act as direct representative'.

This authorisation agreement is based on the standard version created by FENEX & EVOFENEDEX. In a nutshell, it describes that your company is responsible for the data / information (on the invoice, etc.) that is delivered to Mainfreight, and that Mainfreight is responsible for the data that we enter in the declaration based on information provided by your company.

You are kindly requested to complete and sign this form using the step-by-step plan below, and then return it to us.

1. Carefully read the agreement and attachment.
2. Complete the data under 'The Principal / the party directly represented' on page 1. All fields marked in light blue are mandatory and the data must correspond to the data from extract from your National Chamber of Commerce
3. All pages must have the initials of the person signing in the lower right hand corner of the sheet.
4. Sign, or have signed, under 'The Principal, lawfully represented by' on page 3 by an authorized person. All fields marked in light blue are mandatory.
5. Attach a (copy of a) recent extract from your National Chamber of Commerce / Trade Register. This extract may not be older than 3 months \*
6. Attach a copy of the signatory's passport or ID card \*
7. Email the documents to [customs@nl.mainfreight.com](mailto:customs@nl.mainfreight.com):
  - Signed and initialled agreement
  - Extract from the Chamber of Commerce / Trade Register
  - Copy of passport or ID card of the signatory

- \* With regard to authorisations, the Dutch government has determined that it must be possible to establish:
- Who is issuing the authorisation,
  - whether the (legal) person issuing the authorisation actually exists,
  - whether this (legal) person is established within the EU,
  - who signs the authorisation on behalf of this (legal) person and
  - whether the person/employee of the legal entity/person is authorised to issue the authorisation on behalf of that legal entity/person.

Therefore, we ask you to attach a recent extract from the Chamber of Commerce / Trade Register and a copy of a passport / ID. So that the above can be determined.  
Regarding the copy of the passport / ID card: we only need to be able to verify the name and signature. All other data on the copy may and should be protected. Also see [www.government.nl](http://www.government.nl).

**Agreement/authorisation to act as direct representative**

Light blue fields indicate that information is to be provided.

**The Undersigned**

**The Principal / the party directly represented**

Company Name: .....

Address: .....

Postal code, Place: .....

Country: .....

Name contact person: .....

Phone number contact person: .....

E-mail E-invoicing: .....

Chamber of Commerce Registration number: .....

VAT-id number: ..... EORI number: .....

**The Freight Forwarding Company / Direct Representative**

Company Name Mainfreight Forwarding Netherlands B.V.

Address: Industriestraat 10

Postal code, City, Country: 7041 GD, 's-Heerenberg, the Netherlands

**Parties 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 (Regulation no. 952/2013/EU), against the agreed remuneration, those remunerations as mentioned in [the general terms and conditions of Mainfreight Forwarding Netherlands B.V.](#) a to make the declarations prescribed in the customs legislation -and where possible in other legislation- 'in the name and for the account of' the Principal. This authorisation and the order apply to the shipment of goods presented by/on behalf of the Principal, for which the Principal has provided the Freight Forwarding Company with the records/information. This authorisation and the order comprise all acts and communications up to and including the completion of the verification of the declaration and those in connection with the issue of the communication of the amount of the customs debt.

Furthermore, the Principal authorises and commissions the Freight Forwarding Company to:

- submit requests for repayment/remission as well as to submit written objections relating to data incorrectly stated in the declaration compared to the information supplied when the order was placed;
- to proceed, at the request of the Principal, to submit request for repayment/remission as well as to submit written objections, because incorrect information was supplied when the order was placed;
- to submit written objections in relation to corrections up to the completion of the verification of the declaration and the receipt by the Freight Forwarding Company in its bank account of amounts for which reimbursement is granted in connection with customs declarations, requests for reimbursement and objection proceedings.
- to prepare and sign Certificates of Origin, certificates with regard to freight transport Eur.1/Eur-MED,ATA carnets, authentications of signatures, declarations with regard to trade , carnets, as well as invoices and all other export documents on its behalf in the Netherlands, and to submit them to the Chamber of Commerce and Dutch Customs for processing.

Principal authorises the Freight Forwarding Company to inspect all documents or items of evidence filed at the Chamber of Commerce and Customs, with regard to the application of export documents by the Freight Forwarding Company. The Freight Forwarding Company, in their behalf, is also authorised to correspond with the Chamber of Commerce and Customs with regard to matters regarding origin.

Separate, case-by-case agreements are required for making/submitting other request, written objections and lodging appeals.

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 as 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/identity card

**Article 1. GENERAL CONDITIONS**

- 1.1 Unless otherwise agreed, the relation between the parties is governed by the **Dutch Forwarding Conditions**<sup>1</sup>, with the inclusion of the Arbitration Clause. The most recent version of the Dutch Forwarding Conditions at the moment at which the acts/activities are performed, is applicable.
- 1.2 The following annex forms part of this agreement:
  - 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.<sup>2</sup>
- 1.4 The Direct Representative is entitled to refuse to perform acts and activities ensuing from this agreement/authorisation, providing he/it communicates this as soon as possible.

**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

**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

**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.<sup>3</sup>
- 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

<sup>1</sup> The Dutch Forwarding Conditions, deposited by FENEX at the Registry of the District Courts of Amsterdam, Arnhem, Breda and Rotterdam, may also be consulted at [www.fenex.nl](http://www.fenex.nl) under 'meer voorwaarden'.

<sup>2</sup> 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.

<sup>3</sup> To be kept for a period of 7 years from the date at which customs control was completed.

**Article 5. DURATION AND TERMINATION/REVOCAION OF THE AGREEMENT/AUTHORISATION**

- 5.1 This agreement/authorization is entered into/valid for an indefinite period of time, commencing on the date of signature. The agreement/authorization may be terminated/withdrawn subject to a period of 1 month.
- 5.2 Cancellation/revocation is to be effected by registered letter.
- 5.3 The provisions under this agreement/authorisation continue to apply also after cancellation/revocation, where relevant in connection with fulfilment of obligations imposed in the name of government.
- 5.4 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 the performance of this agreement / authorization carried out by the third party named below:
  - Mainfreight Customs Clearance B.V. - Mainfreight Forwarding B.V.: Industriestraat 10, 7041 GD 's-Heerenberg
  - All Dutch operating companies of the Customs Support Group B.V. (KVK 24294906), including but not limited to Musketier B.V. / Customs Support Duiven. The list of entities can be found on [www.customssupport.com/en/downloads-netherlands](http://www.customssupport.com/en/downloads-netherlands)
- 6.2 The third parties 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 parties referred to above.

**Article 7. VERSIONS, LANGUAGES AND PRECEDENCE**

- 7.1 This agreement has been drawn up in two languages, the Dutch and the English language. In case of different interpretations, the Dutch version shall prevail.

**The Principal, lawfully represented by:**

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date and Place: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

**Freight Forwarding Company, represented by:**

Full Name: Pieter Jan Nagel

Position: Branch Manager

Date and Place: 05-05-2022 's-Heerenberg

Signature:  \_\_\_\_\_

Company Stamp:  \_\_\_\_\_

**Annex: checklist direct representation – required information and documents**

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, he/it 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 no\*

**REQUIRED DOCUMENTS AND RECORDS**

- 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:

**In relation to the shipment:**

- Delivery terms (Incoterms 2020)
- Container number
- 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)

\* If that person/entity does not act as principal as well.

**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
- 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.**