

Customs Services Agreement Direct Representation (in France)

On the date of the below signatures

DFDS A/S (French Branch of)

Registered address (RCS): TERMINAL ROUTIER DU PORT OUEST, 5670 RTE
DE LA MAISON BLANCHE; 59279 LOON-PLAGE

Vat Registration Number: FR83814494118

EORI Number: FR81449411800023

Certificate number AEO F 19-0042531



and

"CUSTOMER", ("Principal")

REQUIRED CUSTOMER DETAILS:

Company name:

Address:

VAT:

EORI:

Phone:

Email:

Currency:

Payment terms: 30 days net

(together the "Parties")

have agreed as follows:

1 Authorisation to act as direct representative

- 1.1 The Principal hereby authorises DFDS to act in the name and for the account of the Principal in the capacity of a direct representative in conformity with Article 18 and 19 of the Union Customs Code (Regulation no. 952/2013/EU) or any such legislation which may replace the application of the Union Customs Code ("Direct Representative"), against the agreed remuneration, to make the declarations prescribed in the customs legislation and other applicable legislation in force at the time of the declaration submission.
- 1.2 Furthermore, the Principal authorises and commissions DFDS to:
 - 1.2.1 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;
 - 1.2.2 proceed, at the request of the Principal, to submit requests for repayment/remission as well as to submit written objections relating to incorrect information supplied when the order was placed;

- 1.2.3 submit written objections in relation to corrections up to the completion of the verification of the declaration;
- 1.2.4 use the Principal's deferment account; and
- 1.2.5 subcontract any customs clearance or other services to a subcontractor selected by DFDS ("**Subcontractor**") as a Direct Representative of the Principal in all dealings with the customs authorities. The Subcontractor may invoke the terms of this Agreement towards the Principal so that the Principal and the Subcontractor have the same rights and obligations towards each other as the Principal and DFDS have under this Agreement, except from *Appendix 3, "Charges"*.
- (the "**Authorisation**")
- 1.3 The Authorisation applies to all shipments of goods presented by or on behalf of the Principal.
- 1.4 The Authorisation comprises all acts and communications up to and including the completion of the verification of the customs declaration.

2 Terms of service

- 2.1 All services carried out by DFDS under the Authorisation shall be subject to this agreement including its appendices, which shall form an integral part hereof (the "**Agreement**"). In particular reference is made to *Appendix 1 - DFDS Standard Terms & Conditions for Customs Services*, which applies to all services carried out under the Agreement and which contains limitations in DFDS' liability and a time bar for claims. Business conditions of the Principal or of third parties shall in no event apply.
- 2.2 In case other agreements are in place between the Principal and DFDS, this Agreement shall take priority in relation to all issues regarding customs services or disputes in any way relating to services carried out under the Authorisation.

3 Duration and termination of the Agreement

- 3.1 This Agreement, which is non-exclusive, enters into force on the date of signing and remains in force until it is terminated by either of the Parties in accordance with *Appendix 1, DFDS Standard Terms & Conditions for Customs Services* by giving 3 months' written notice.
- 3.2 Notice of termination is to be sent by registered letter and email, which must be sent to the registered address.

4 Appendices

- 4.1 1: DFDS General Terms and Conditions for Customs Services
- 4.2 2: Checklist: Information and documents required
- 4.3 3: Charges

The Principal, lawfully represented by:

Full Name

Position

Date and Place

Signature (and Company Stamp)

DFDS, lawfully represented by:

Full Name

Position

Date and Place

Signature