ASSIGNMENT CONTRACT

|  |
| --- |
| ……………………………………………………………………………………… |

# Get-2-Customs BV Noorderlaan 117 BE-2030 Antwerp

VAT reg. no BE 0802.934.425

 VAT reg. no ……………………………

*Referred to below as Get-2-Customs BV Referred to below as the Customer*

The Customer hereby commissions Get-2-Customs BV to handle the forwarding of goods by remitting a written order to Get-2-Customs BV for clearance of goods through customs. On receipt of the written order the Customer shall be regarded as being responsible as follows: The Customer shall bear full responsibility for forwarding the goods and for ensuring that the goods are declared to the customs authorities at the place of destination. In the event of the Customer failing to fulfill the undertaking described above, with the result that the goods are not cleared by the customs and the Customer failing to complete forwarding within the time-limit set by the customs authorities, the Customer undertakes to pay all expenses incurred by Get-2-Customs BV in the handling of the order, and for Get-2-Customs BV’s expenses in connection with locating the goods, and for any charges, costs and penalties for delay, as well as additional VAT and customs charges, etc. Get-2-Customs BV shall be fully entitled in such cases to invoice the Customer for the work it has undertaken, as described above. An agreement on prices for various forwarding services will be concluded separately. The Customer will be invoiced for all forms of forwarding, regardless of the terms of delivery.

Orders for forwarding goods should be made using the approved order form.

Get-2-Customs BV is entitled to decline transit assignments when the goods contain high tax/sensitive merchandise (in line with the Transit Convention). Moreover, Get-2-Customs BV is entitled to decline transit assignments when the goods contain high value merchandise.

This forwarding contract will be valid without limit as to time and can be terminated with one month’s notice in writing. This contract has been drawn up in duplicate, and each party will receive a copy.

# OBLIGATIONS AND LIABILITIES OF THE CONSIGNEE

The consignee is obliged at all times, either directly, or by the mediation of third parties, to give Get-2-Customs BV timely written instructions, and to place Get-2-Customs BV in possession of all records and documents, (such as invoices, inventories, certificates of origin, movement certificates, permits, applications for obtaining refunds, etc.) and all information, (such as the goods code, origin of the goods, contingent numbers, VAT numbers etc. to be nominated), which are necessary or useful to enable it to carry out the order entrusted to it in compliance with the applicable legislation. The consignee is likewise obliged, at the first express request from Get-2-Customs BV (by telephone, email, fax or by any other means), to provide additional records and documents, and complementary information relating to the order entrusted to Get-2-Customs BV directly.

The consignee is in all cases and under all circumstances liable for all possible sums and amounts (such as import duty, excise, VAT, environment tax, levy on packaging, energy contribution, retributions, fines, interest and costs, etc.), which might be claimed by anyone against Get-2-Customs BV and, which directly or indirectly relate to the order entrusted to Get-2-Customs BV. The consignee shall fully indemnify Get-2-Customs BV on first request for the afore-mentioned sums and amounts, either by means of a guarantee or by means of a payment, even if the claim in question is the subject of a dispute or it may be still under consideration for dispute.

The consignee is to be the main guarantor for all sums and remunerations, which are invoiced Get-2-Customs BV on account of any order it entrusts to third parties, amongst others and in particular the forwarding agent.

The forwarding agent is in any case under all circumstances liable for all possible sums and amounts (such as import duty, excise, VAT, environment tax, levy on packaging, energy contribution, retributions, fines, interest and costs, etc.), which might be claimed by anyone against Get-2-Customs BV and, which directly or indirectly relate to the order entrusted to Get-2-Customs BV. The forwarding agent is obliged to completely indemnify Get-2-Customs BV directly on request for the aforementioned sums and amounts, either by means of a guarantee or by means of a payment, even if the claim in question is the subject of a dispute or may be still under consideration for dispute.

# COMMITMENT

All assignments are undertaken in accordance with the General Terms and Conditions from Get-2-Customs BV, which will be provided to the Customer upon request. In the event of deviations between this Contract and General Terms and Conditions from Get-2-Customs BV, this Contract has priority.

# CONFIDENTIALITY

The parties undertake not to disclose commercial or other confidential information of which they have has become cognizant through this cooperation or this Contract.

*This contract has been prepared in two similarly worded counterparts, of which the parties will each receive their part.*

- - Place/date

Get-2-Customs BV

 Signature