

## CUSTOMS PRICING AGREEMENT



PLEASE COMPLETE AND RETURN TO GERLACH CUSTOMS SERVICES UK TO CONFIRM YOU ARE SATISFIED AND UNDERSTAND THE COST OF PROCESSING YOUR CUSTOMS DECLARATIONS.

### SECTION 1: Date Issued and Gerlach Sales Representative

1.1 Date

1.2 Contact Name

1.3 Contact Details

Telephone:

Email:

### SECTION 2: Customer Information

2.1 Company Name

2.4 EORI Number

2.2 Address

2.5 VAT Number / TAX ID

2.6 Contact Name

2.7 Position

2.7 Contact Details

Telephone:

Email:

2.3 Company Registration Number

### SECTION 3: Service Pricing (exclusive of VAT)

1.1 To be completed by Gerlach Sales Representative

CUSTOMS PROCEDURES

PRICE

PRICING VALIDITY

Pricing Valid:

SIGNED



GERLACH CUSTOMS SERVICES UK LIMITED  
3<sup>RD</sup> FLOOR CHARLTON HOUSE DOVER STREET DOVER KENT CT18 1AT TEL NO 44 (0) 844 248 08 92

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## SECTION 4: Invoicing Information

4.1 Accounts Contact Name

4.4 Company Invoice Reference

4.2 Invoicing Address

4.5 Periodic Billing

Monthly

Bi-Weekly

Per Shipment

4.6 Additional Information

4.3 Accounts Contact Details

Telephone:

Email:

## SECTION 5: Gerlach Terms & Conditions

All Gerlach Customs Services UK Limited ("Gerlach") business is transacted in accordance with the British International Freight Association Standard Trading Conditions 2021 (England) Edition (attached to this Pricing Agreement) which exclude or limit Gerlach's liability in certain circumstances. In addition, you agree the following terms and conditions:

- To provide the origin of goods and the specification of customs simplifications/authorisations;
- You hereby confirm that the goods are not subject to applicable Dual-Use Goods Regulations or you will otherwise provide the authorisations, licenses required for customs clearance;
- The compliance with all applicable embargoes, sanctions and other trade restrictions and responsibility for obligations being subject to foreign trade legislation;
- The completeness, accuracy and authenticity of all documents and information (incl. HS codes);
- Gerlach's entitlement to grant Direct Representation to a third party acting on its behalf;
- The payment of all customs duties and taxes prepaid prior to goods being released.

At the end of the Pricing Validity, Gerlach's standard pricing (as notified to you from time to time) and Gerlach's Terms and Conditions will continue to apply. Copy paperwork will be sent via email if requested and any requests for postage may incur additional charges.

For Duties and VAT deferred to the Gerlach Deferment account are for immediate payment.

The payment term is 30 days' from the date of invoice (if credit approved) and/or immediate payment (if no credit approved).

You hereby authorise Gerlach to complete, sign and submit customs entries (SAD form C88) acting in your name and on your behalf as your "Direct" Representative, as defined by Council Regulation 2193/92 (or as amended). You understand that HM Revenue & Customs will contact you directly in the event of any necessary post clearance Duty recovery or repayment action.

IN SIGNING THIS PRICING AGREEMENT, YOU AGREE TO THE ACCEPTANCE OF GERLACH'S TERMS AND CONDITIONS

5.1 Name

5.4 Date

5.3 Position in Company

5.2 Signature

5.5 Company Stamp



# BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) – STANDARD TRADING CONDITIONS 2021 (ENGLAND) EDITION

## BRITISH INTERNATIONAL FREIGHT ASSOCIATION (BIFA) STANDARD TRADING CONDITIONS 2021 EDITION, © BIFA 2021

THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(A) and 11(B) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH PERMITS ARBITRATION IN CERTAIN CIRCUMSTANCES

All headings are indicative and do not form part of these conditions

### DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings:-

- "Company" the BIFA member trading under these conditions
- "Consignee" the Person to whom the goods are consigned
- "Customer" any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services
- "Direct Customs Agent" the Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs ("HMRC") as defined by the Taxation (Cross Border Trade) Act 2018, Clause 21.1(a), or as amended
- "Goods" the cargo to which any business under these conditions relates
- "Person" natural person(s) or any body or bodies corporate
- "LMAA" the London Maritime Arbitrators Association
- "SDR" are Special Drawing Rights as defined by the International Monetary Fund
- "Transport Unit" packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air
- "Owner" the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them

2(A) Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions. (B) If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

3 The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.

### THE COMPANY

4(A) Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.

4(B) The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.

5 When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

6(A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.

6(B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

7 In all and any dealings with HMRC, for and on behalf of the UK established Customer and/or Owner, the Company is deemed to be appointed and duly empowered to act as a Direct Customs Agent only, to make Customs declarations in the name of the Customer (Principal) as their "Direct Agent".

8(A) Subject to sub-clause (B) below, the Company: (i) has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien; (ii) shall be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums; (iii) shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.

8(B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

10(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):-

- (i) after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and
- (ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by the Company.

11(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorised, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer

12(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

12(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorized as referred to in clause 26)

