

COMMISSION AGENT'S CONTRACT
Concluded pursuant to Section 577 et seq of the Commercial Code No. 513/1991 of
the Collection

Article I – Contractual Parties

COMMISSION AGENT:

Business Name: INSPEKTA SLOVAKIA a.s.
Reg. No. (IČO): 31340911
VAT No. (IČ DPH): SK2020312437
Seat: Zelinárska 2, 820 05 Bratislava
Business Pেমিসেস and Post Address: Letisko M.R.Štefánika, 82312 Bratislava
Bank: TABA Bratislava
Account No.: 2626 190 255/1100
E-mail: fedex@fedex.sk
Statutory Representative: Roman Besedič
Tel: 02/4821 0000,36,37,38 Fax: 02/4821 0080

PRINCIPAL:

Business Name:
Reg. No. (IČO):
VAT No. (IČ DPH):
Seat:
Consignment Delivery Address:
Bank:
Account No.:
E-mail:
Statutory Representative:
Tel : Fax :
Customs Office of Designation:

Article II – Subject of Contract

The subject of this Contract is an indirect representation of the Principal by the Commission Agent in customs and administrative procedure on deliberation of each consignment, pursuant to Article 18, Regulation (EU) No 952/2013 of The European Parliament and of the Council in notice of later regulations, transported in the transport network of the Commission Agent.

The Principal, for purposes of the indirect representation in front of Customs Authorities, shall provide the Commission Agent with an authorisation for customs procedures under which goods are in free circulation, common transit, export with permanent retaining goods abroad, and for all acts related to as well as for receiving documents and decisions of the Customs Office and for filing appeals against decisions of the Customs Office.

Article III – Commission Agent's Obligations

COMMISSION AGENT IS OBLIGED:

1. To prepare all documents required for making Customs Declaration in accordance with valid legal regulations, and submit the Customs Declaration for customs procedure.
2. To act in its own name, but at the principal's account and to consult, in advance, correctness of goods assignment to sub items of the Customs Tariff, and to specify customs procedure into which goods is to be proposed and released by the Customs Office.
3. To announce amount of customs duty to the Principal immediately after it has been levied by the Customs Office.
4. To pay the customs duty in the full amount for the Principal on the condition that the obligations, pursuant to Article IV, Paragraph 3 hereof, are fulfilled by the Principal.
5. Activities conducted under Article II are stipulated in the Price List, which is an inseparable part of this Commission Agent's Contract.
6. To send the documents related to customs procedure by post.
7. To consider all information about the Principal to be confidential and not to disclose or misuse it.

Article IV – Principal's Obligations

PRINCIPAL IS OBLIGED:

1. To provide the Commission Agent with all documents and information on customs procedure into which goods is to be proposed and released by the Customs Office.
2. To provide the Commission Agent with respective documents for submitting customs declaration (original of the Import and Export Licence), to provide the Commission Agent with information on invoices and another documents confirming a claim on levying preferential customs rates or on importing goods duty-free, and other decisions applicable under legal regulations.
3. To pay, forthwith, accrued customs duty and invoice for customs services to the Commission Agent, up to 7 days at the latest, after the Customs Duty Notification and Invoice for Customs Services have been made out. In case of failure to meet the date of payment, to pay a penalty in the amount of 0,05% of the total sum of customs duty and invoiced amount for the customs services for each day of payment in default.

Article V – Term of Contract

The contract is concluded for an indefinite period of time upon its signing by both contractual parties.

Article VI – Special Provisions

1. The Commission Agent shall immediately deliver a consignment to the Principal after the Commission Agent's bank account has been credited with amount of customs duty levied.
2. In case of payment in cash, the amount of customs duty levied can be paid in cash directly to carrier of the Commission Agent upon delivery of consignment.
3. In customs procedure of common transit placed upon consignment at Principal request, the Commission Agent shall make a Transit Customs Declarations, which he delivers, together with Transit Document, to the Principal and the Principal, as a recipient, is aware of the fact that he received the consignment in the customs procedure of transit, and he assumed responsibility for submitting the consignment together with accompanying documents to the Customs Office of Designation in determined time limit, and under adherence to the conditions of the customs procedures of transit pursuant to Article 115 et seq of the Agreement on Common Transit Procedure promulgated in the Collection of Acts as the Notification of the Ministry of Foreign Affairs of the Slovak Republic on Ratification of the Agreement by the Slovak Republic under No. 187/1996, and that by failing to fulfil this obligation, the accomplishment of elements of customs misdemeanour or customs delict pursuant to Section 70 et seq of the Customs Act No. 199/1996 is done, and the Principal binds itself to compensate the Commission Agent, as the main responsible person, for all sanctions imposed: fines, administrative fees and penalties imposed by the Customs Office. The Commission Agent can require the Principal, upon making out the Transit Document for the customs procedure of common transit, to deposit security in the amount of 30% of the goods value on the Commission Agent's bank account, which shall be, upon presenting the Transit Document to the respective Customs Office of Designation, returned to the Principal.
4. After receiving the document on consignment delivery at the respective Customs Office, the Commission Agent shall return the deposited security on the Principal's bank account.
5. The Commission Agent shall store consignment in its warehouse. The consignment will be delivered to the Principal after he has paid customs duties from the previous periods to the full extent.
6. If the Principal fails to pay any customs duty up to 10 days upon sending the Customs Duty Notification by the Commission Agent, the Principal will be, after expiring this time limit, charged a warehouse fee according to the Price List which is a part hereof.

Article VII – Termination of Contract

This Contract can be terminated by:

1. Mutual agreement made by both contractual parties.
2. Notice without reasons with one-month period of notice, which begins to run on the first day of the month following after its serving.
3. Withdrawal from the contract in case that one contractual party materially breaches its obligations arising from this Contract.

Article VIII – Final Provisions

1. This Contract enters into force upon its signing by both contractual parties and upon agreement made by both contractual parties.
2. All amendments to this Contract can be made only in writing and after previous approval by both contractual parties.
3. This Contract was made in two counterparts, one copy for each contractual party.
4. Authenticated copy of the Extract from the Business Register or authenticated copy of the Trade Certificate and photocopy of the Principal's Registration (the VAT No. (IČ DPH) allocation) and the Price List of Supplementary Services are inseparable parts of this Contract.

Bratislava, on _____

_____, on _____

Commission Agent

Principal