Agreement number: HU-     /2022

Agreement

Concluded on this day in accordance with the following conditions:

Parties:

**................................................................** Address: **.............................................,** represented by: **................................,** tax number: **........................................,** EORI:**........................................................,** Phone number: **....................................................,** e-mail:**.................................................,** as **Client.**

**Trivium Oktatási és Kereskedelmi Korlátolt Felelőségű Társaság** (6724 Szeged, Pacsirta u 16), Tel/fax: +36-62-573-573, , E-mail: trivium@trivium.hu , represented by: ***Szöghi Gáspárné*** managing director as **Agent**

**Trivium Szeged Oktatási és Kereskedelmi Korlátolt Felelőségű Társaság** (6724 Szeged, Pacsirta u 16), Tel/fax: +36-62-573-573, , E-mail: kozpont@trivium.hu , represented by: ***Sári Pál Péterné*** managing director as **Agent.**

1. ***T1/T2 guarantee***

Agent undertakes to provide customs administrative services related to NCTS transit customs procedures (T1/T2) during the transportation of the customs goods to the Transit Agreement countries.

The service provided by Agent is based on **Regulation (EU) No 952/2013 of the European Parliament.**

***Types of goods***

Agent reserves the right to refuse to provide service in case of any types of goods or movements that according to its internal risk analysis are considered as risky or non-transparent. Agent is not obliged to justify its decision in this regard.

1. ***Service fees***

Client shall pay a fee to Agent specified in a separate financial agreement. In case of service types which are not included in the financial agreement, standard prices apply.

1. ***Obligations of Client***

***3.1 Payment obligation***

By signing this agreement Client undertakes the obligation to pay the fee for customs services.

***3.2 Data provision by Client***

Client undertakes to enclose the following documents upon concluding the agreement

* The document (company extract) proving the incorporation of the company

***3.3. Authenticity of supporting documents***

Client is responsible for the authenticity of the supporting documents and is obliged to reimburse all the costs arising out of providing improper documents including false content.

***3.4. Further obligations undertaken by Client***

-Client shall deliver the goods and the relevant documents in an unaltered state, in their original condition and present them at the competent customs authority within the prescribed deadline with adequate attention to the identification procedures accepted by the competent authorities;

-Client shall comply with the provisions on common transit procedure;

-Client shall present the relevant documents in the required form to the competent control authorities upon request of the authorities within the prescribed deadline and provide all necessary assistance.

-Client shall pay duties and other taxes due according to common transit procedure.

-Client shall furthermore assume responsibility as a freight service provider or recipient of goods to present the goods subject to common transit procedure to the relevant customs authority within the prescribed deadline.

-Client shall have full responsibility to the Customs authority and to Agent in case of any damage or debt arising out of intentional or negligent conduct.

-Client is responsible for any damage arising out of the breach of any clause of this agreement or any legal regulation due to negligent or intentional act.

 -Client shall prove to Agent that the customs procedure has been orderly closed. As for the confirmation of the completed transport procedure the provisions of the up-to-date regulation shall apply. Agent considers the transit customs procedure orderly closed in case the following conditions are fulfilled:

* movement is discharged by IE045 NCTS message in NCTS system and
* the original copy or a copy certified by the customs authority of the transport supporting documents with an “Alternative certification” clause attached by the competent customs authority is handed over to Agent; and
* Client has provided a CMR copy with the signature and company seal of the receiver of the shipment on it.
* Client shall assume full responsibility for any legal consequences arising out of losing the documents to be presented or failure to comply with the obligations of the customs authority.

 -In case due to any breach of the provisions of any legal regulation or decree, the tax and customs authority of any country orders Agent to pay duty and VAT in connection with the given transit movement, or imposes any other payment obligation Client will pay the relevant duty and VAT or any other payment obligation upon the request of Agent within 8 days. In case the Agent has any payment obligation arising out of any unclosed transit customs procedure which was provided to Client, by signing this agreement Client assumes collateral for the whole amount for the entitled party.

***4. Vis Mayor***

Client undertakes to inform Agent and the competent authorities without delay about any spontaneous or exceptional event related to the issued guarantee /road accidents, robbery etc./ and draw up a record about it.

It is the responsibility of Principle to pay special attention in order to avoid such events.

***5. Termination of the agreement***

The open-ended agreement may be terminated by either party without reason.

Period of notice: 30 days, termination refers to the last day of the calendar month.

In case Client fails to fulfill its obligations Agent has the right to terminate the agreement with immediate effect.

Any legal dispute arising out of this agreement falls within the competence of Szeged District Court / Szeged General Court depending on the litigated amount.

# **Date:**

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 **/Client / /Trivium Szeged Kft. /**

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 **/Trivium Kft. /**