

# **AMC-NL Conditions 2025 and the Dutch Forwarding Conditions of Fenex 2018**

All agreements concluded with AMC-NL B.V. (“AMC-NL”) and all activities related to customs clearance are subject to the Customs Clearance Terms and Conditions AMC-NL 2024 and the Dutch Forwarding Conditions of Fenex dated 1 May 2018. In case of conflict, the AMC-NL 2024 Terms take precedence over the Fenex 2018 Conditions. The applicability of the client’s conditions is expressly excluded.

## **1. Definitions**

**Client:** the company or person instructing AMC-NL to perform customs clearance activities.

**Goods:** any and all goods or consignments in respect of which the Client instructs AMC-NL to perform customs clearance activities.

## **2. Client’s Obligations Regarding Customs Clearance**

The Client is responsible for providing AMC-NL with all necessary information and documents required for customs clearance. This information must be provided no later than when the T1 is received, before the estimated time of arrival of the Goods. Orders for the day are to be taken between 7:00 a.m. and 2:30 p.m. Required documents include, but are not limited to:

- Invoices for the Goods,
- Invoices for transport and transport insurance,
- HS Code (Harmonized System Code),
- Currency of the purchase of the Goods,
- Origin of the Goods,
- EORI number,
- VAT number or passport number and copy of the purchaser of the Goods,
- Phytosanitary certificates (if applicable),
- Handling instructions,
- A validly signed Authorization to act as a direct representative for AMC-NL’s customs agent.

## **3. Verification of Information**

AMC-NL has the right, but not the obligation, to verify the information and documents provided by the Client.

## 4. Client's Tax Obligations

The Client guarantees that any statutory turnover taxes will be paid immediately.

## 5. Indemnification

The Client indemnifies AMC-NL for any financial consequences resulting from a violation of the above obligations (Articles 2, 3, or 4).

## 6. Storage of Goods by Order of Customs Authorities

If the Goods must remain at AMC-NL's premises by order of customs authorities, the Client is responsible for all additional costs related to storage and assistance in customs proceedings.

## 7. Suspended Customs Procedures

If the Client requests AMC-NL to apply a suspended customs procedure (e.g., T1, holiday, or moving procedures), the Client must pay a deposit to AMC-NL. The amount of the deposit is determined by AMC-NL.

The Client is responsible for providing the documents necessary to terminate the suspended procedure and is liable for any failure to terminate or clear the procedure.

## 8. Liability for Delays and Penalties

Any demurrage, detention, penalties, or handling charges imposed by customs authorities or carriers in connection with the Goods are the responsibility of the Client, unless the Client proves that they were solely caused by the intent or gross negligence of AMC-NL.

## 9. Payments and Invoices

The Client is required to pay all invoices before the release of customs documents from clearance. Failure to make the payment may result in the withholding of customs documents, additional administrative collection fees, or even the initiation of customs and tax proceedings.

Invoices are due immediately upon issuance, and the Client must pay them before collecting the customs documents. In case of non-payment, AMC-NL reserves the right to withhold the documents until the outstanding amount is settled.

If the Client does not make the payment after three reminders, AMC-NL has the right to issue an additional invoice for administrative costs related to the collection process. These costs include all expenses related to reminders, notices, and actions taken to recover the debt according to the thresholds listed below. They will be due immediately upon invoice issuance.

The administrative costs will be calculated as follows:

1. 15% of the first €2,500 of debt,
2. 10% of the next €2,500 (from €2,500.01 to €5,000),
3. 5% of the next €5,000 (from €5,000.01 to €10,000),
4. 1% of the next €190,000 (from €10,000.01 to €200,000),
5. 5% of any amount above €200,000.

The minimum collection fee is €40, even if the calculated percentage results in a lower amount. If the outstanding amount exceeds €266.67, the above thresholds apply. These costs will be due immediately upon invoice issuance, and the payment deadline will be specified on the invoice.

## 10. Suspension of Services

If the Client fails to fulfil its obligations (e.g., unpaid invoices), AMC-NL has the right to suspend all its obligations towards the Client until the Client fully complies with its obligations.

## 11. Statute of Limitations

Any claim against AMC-NL related to customs clearance becomes time-barred after 12 months and expires after 18 months. The limitation period starts from the day following the day on which the Goods were or should have been delivered.

Summary of the Customs Clearance Process

## 12. Client's Responsibility for Declared Goods Values

The Client is fully responsible for the accuracy and completeness of the information regarding the value of goods declared in the documents submitted to AMC-NL for customs clearance. The Client confirms that the values indicated on invoices and other documents are correct and correspond to the actual transaction values.



In the event of any discrepancies, errors, or inaccuracies in the declared values, the Client assumes full responsibility for all financial, legal, or administrative consequences arising from such discrepancies, including any penalties, fees, or delays imposed by customs authorities.

AMC-NL shall not be liable for any consequences resulting from errors or inaccuracies in the declared goods values provided by the Client.

## **AMC-NL 2025 and Fenex 2018 Freight Conditions – Summary**

All agreements and customs-related activities with AMC-NL are subject to the AMC-NL 2025 Conditions and the Dutch Freight Forwarding Conditions (Fenex) 2018. In case of conflict, the AMC-NL 2025 Conditions take precedence.

### Key Terms:

**Client's Responsibilities:** The client must provide all required documents before clearance, including invoices, HS codes, EORI number, and phytosanitary certificates (if applicable).

**Liability for Information:** AMC-NL has the right, but not the obligation, to verify the information provided by the client. The client is responsible for its accuracy.

**Taxes and Deposits:** The client must immediately pay all due taxes and, in the case of suspended customs procedures, provide a deposit to AMC-NL.

**Costs and Liability:** The client bears all costs related to storage ordered by customs authorities, delays, penalties, and the failure to properly complete customs procedures.

**Payments and Sanctions:** Invoices must be paid before customs documents are released; failure to pay may result in financial penalties and AMC-NL suspending services.

**Statute of Limitations:** Claims against AMC-NL expire after 12 months and become void after 18 months.

The client is fully responsible for the declared value of goods and its accuracy. Any discrepancies may result in legal and financial consequences.