

Agreement no. ../20../00.. related to the application and issue of ATA and CPD China Taiwan Carnets

The following terms are used with the following meaning within the context of this agreement:

- "Belgian Chambers": the Federation of Belgian Chambers of Commerce (non-profit making organisation)
- "Surety-providing Organisation": the Federation of Belgian Chambers of Commerce (non-profit making organisation)
- "Carnet": ATA Carnet or CPD China Taiwan Carnet
- "DigiChambers NV": Public Limited Company that offers the application for applying and printing Carnets on the e-ata.eu website.
- "e-ata.eu website": the Belgian Chambers website (www.e-ata.eu) offered by DigiChambers NV for applying and printing Carnets
- "User": the natural person who uses the e-ata.eu website
- "Authorised Person": person who is specified in annex 2 of the agreement
- "Issuing Chamber": The Chamber of Commerce to which an original of this agreement is sent and that issues the Carnet within that context
- "Undersigned": the legal entity or natural person for whom/which Carnets are drawn up at his/her/its expense based on this agreement

This agreement arranges the obligations in relation to each application for a Carnet by the Undersigned or his/her Authorised Person through the e-ata.eu website or the counter of the Chamber of Commerce.

The Undersigned accepts that every application that is submitted by him/her or his/her Authorised Person through the e-ata.eu website or the counter of the Chamber of Commerce shall be ascribed to the Undersigned indisputably and irrevocably.

A. Terms and conditions with regard to every application and issue of Carnets

I. Obligations of the Undersigned

- A. The Undersigned declares and guarantees the following with regard to every application for a Carnet:
1. To export the goods listed in the general list of the application temporarily;
 2. That this temporary export shall take place in accordance with the delivery and use terms and conditions of the Carnet regarding which the Undersigned has taken cognisance;
 3. That the goods shall be exported temporarily to the countries that the Undersigned lists in the application.
- B. The Undersigned commits to the following with regard to every application for a Carnet:
1. To again import these goods within the set term into the European Union;
 2. To respect the legal and regulatory regulations of the customs authorities of both the member states of the European Union and the countries to which these goods were temporarily imported;
 3. To waive expressly the benefits of objection and allocation at the first request of the issuing Chamber or the Surety-providing Organisation and repay all amounts that the issuing Chamber or the Surety-providing Organisation would have to pay by virtue of the surety that they vested at their expense when applying the Customs Treaties;
 4. Return the Carnet to the issuing Chamber on the expiry date at the latest.

- C. The Undersigned accepts irrevocably that he or she does not have any legal recourse against the issuing Chamber or the Surety-providing Organisation if the issuing Chamber or the Surety-providing Organisation should contest the payment of the amounts specified in Article A.I.B, 3, of the above text. The Undersigned accepts that he or she should approach the competent customs authority with regard to such a dispute.
- D. If the Undersigned has given a power of attorney to one or more people to sign on his or her behalf the application for a Carnet, he or she commits to inform the Chamber immediately in an unequivocal manner in writing if one of the persons indicated in annex 2 no longer has this power of attorney.

If the Undersigned has given a power of attorney to one or more people to allocate and manage powers of attorney with a view to applying for Carnets, he or she shall commits to inform the Chamber immediately in an unequivocal manner in writing if one of the persons indicated in annex 2 no longer has this power of attorney.

II. Applicable law and competent court

Any dispute that arises or may arise from this agreement shall be governed by Belgium law and shall be submitted to the exclusive jurisdiction of the courts of Brussels.

B. Terms and conditions with regard to consulting and using the e- ata.eu website in relation to the application and issue of Carnets

I. Obligations of the Belgian Chambers and DigiChambers with regard to the e- ata.eu website

Through the e-ata.eu website, Belgian Chambers offers, in consultation with DigiChambers NV, an application that can be used for applying and printing Carnets.

Belgian Chambers only offers the service to apply for Carnets digitally and to pick them up from the Chamber and/or to have them printed by the User provided this is permitted by the issuing Chamber through the use of the e-ata.eu website.

DigiChambers NV only offers the e-ata.eu website to apply for electronic Carnets and to make printing possible.

II. Obligations of the Undersigned

1. If the Undersigned has been given permission from the issuing Chamber to print Carnets, he/she shall commit to always verify that the Carnet has been printed correctly and is legible. If in any doubt, he or she shall immediately notify the issuing Chamber. When this is the case, the Carnet cannot be used until this issuing Chamber has given permission to use the Carnet.
2. The Undersigned must not cause harm, financial loss or inconvenience of whatever kind to Belgian Chambers or DigiChambers NV either directly or through the intervention of third parties.

The Undersigned commits and guarantees that the Users shall not cause harm, financial loss or inconvenience of whatever kind either to Belgian Chambers or DigiChambers NV either directly or indirectly.

3. The Undersigned commits and guarantees that the Users shall commit to bear at their expense any risk inherent to the use of the e-ata.eu website, the use of the applied for and obtained information through the e-ata.eu website or the consequences thereof and to waive any claim of whatever kind regarding these issues against Belgian Chambers, DigiChambers NV or any other authority that has offered the available information through e-ata.eu including but not limited to any risk related to the damage to computers, software or data through a computer virus that was sent or could be activated through e-ata.eu or by the fact that the User has consulted the e-ata.eu website.

III. Belgian Chambers and DigiChambers NV liability

Belgian Chambers and DigiChambers NV

1. cannot provide any guarantees regarding the correctness or completeness of the information or that it is up-to-date with regard to the information that can be requested, consulted or exchanged through this system.
2. Reject any liability with regard to the content of the information provided through the e-ata.eu website including but not limited to the liability regarding decisions or actions that may be taken or undertaken by a User and/or the Undersigned whilst trusting this information.

The information provided on the e-ata.eu website cannot be construed as advice. The discussed matters are complex and impossible to summarise easily. The information on this website is not intended to motivate or provoke a decision or a final opinion, but is solely intended as a practical guide for completing an application for a Carnet and to use the e-ata.eu website.

The Undersigned and the Authorised Person(s) should always consult an expert before taking a decision with regard to other than purely practical aspects of the application for a Carnet.

3. Reject all liability for indirect or unforeseeable losses and costs including but not limited to the loss of data, damage to a computer and/or software, loss of profits, damages, losses and costs that are due to an interruption and/or delay of the company's activities and all the consequences thereof, loss of customers and/or orders and/or damages and losses as a result of liability of the User and/or the Undersigned with regard to third parties.

Any liability of Belgian Chambers and DigiChambers NV with regard to losses and costs of any nature whatsoever shall, in any case, be limited to the amount that shall be paid out in the relevant case by virtue of the civil liability insurance policies that they have taken out.

4. Cannot be held liable in any way for:
 - o Offering links to other websites;
 - o The content of other websites with which the Undersigned or Users may be linked through the e-ata.eu website:
 - o The consequences of actions inspired by the content of these websites.

IV. Privacy and confidentiality

The Personal Data of the Undersigned, his/her Authorised Person or Users shall be processed in accordance with the Act of 8 December 1992 related to the protection of personal privacy with regard to the processing of personal data.

In accordance with this Act, personal data is any information regarding an identified or identifiable natural entity.

The entity responsible for processing is DigiChambers NV with its registered office in Brussels: Belliardstraat 2, 1040 Brussels.

DigiChambers NV processes personal data solely to process an application for a Carnet.

Personal data shall not be passed on to third parties except to the issuing Chamber and the data is not used for commercial objectives

The Undersigned, his/her Authorised person and/or the User are entitled to consult and correct their personal data and to object to the processing thereof for compelling and legitimate reasons.

DigiChambers NV takes security measures of a technical and organisational nature to counteract the abuse of personal data. Despite these efforts, no guarantees can be provided with regard to this issue.

Personal data is kept for 5 years.

V. Intellectual property

Brands, commercial names, logos and acronyms that may appear on the website pages belong exclusively to their holders.

DigiChambers NV warns the User that it is fully independent from the image and the look of these brands that only benefit the holders themselves. On the other hand, all intellectual property rights that are related to the e-ata.eu website and DigiChambers NV belong to this last organisation exclusively without exception.

DigiChambers NV, therefore, reserves all intellectual property rights, for example, but without any limitation, with regard to the information accessible on the e-ata.eu website, the font, the hypertext script of the structure of the pages, the "e-ata.eu" name, the domain names and the logos of the e-ata.eu website and ATA. These items may not be copied in any shape or form whatsoever on any carrier or using any method whatsoever or be used or distributed without prior written approval from DigiChambers NV.

However, the information on this site may be copied provided that three cumulative conditions are met:

1. As long as an express reference is made to the source while specifying the ©, date of the used document and the e-ata.eu website address;
2. The obligation to notify DigiChambers NV about every improvement or expansion of the used information in writing;
3. To only use this information privately and for non-commercial purposes.

VI. Cookies


The e-ata.eu website may use cookies.


Cookies are small textual and number files that are saved in a browser or a hard disk that the e-ata.eu website may send to the used search engine and may be stored on the system of the visitor. These cookies are used to assist the visitor in his or her search for the suitable information and to adjust it to his or her specific needs. These cookies have, for example, the aim of investigating the interest of visitors to the e-ata.eu website with regard to specific topics.

DigiChambers NV will ask the visitor of the e-ata.eu website for his or her permission to use cookies. However, if cookies are refused, the visitor may no longer have access to specific pages of the e-ata.eu website.

VII. Proof

Parties accept that the use of a login consisting of a username and password allocated to the Undersigned or an Authorised Person through the e-ata.eu website shall be regarded by them as a signature in the sense of Section 1322 of the Belgian Civil Code.

<p>For the full agreement For the Federation of Belgian Chambers of Commerce (non-profit making organisation) Belliardstraat 2, 1040 Brussels Wouter Van Gulck, General Manager</p>
<p>Signature</p> 

<p>In relation to B. Terms and conditions related to consulting and using the e-ata.eu website for applying and issuing Carnets</p> <p>For DigiChambers NV Belliardstraat 2, 1040 Brussels Wouter Van Gulck, Delegated Director</p>
<p>Signature</p> 

Reserved for the Undersigned

This agreement must be sent after being duly signed together with the published proof of representation authority and, where relevant, with the proof of power of attorney, to the Chamber of Commerce of your choice (see the attached address list).

The person signing must have suitable representation authority as published in the Belgian Official Journal. If it was not published in the Belgian Official Journal, a power of attorney signed by the competent body must be attached to the signed agreement.

LEGAL ENTITY (company or association)	PERSON WITH REPRESENTATION AUTHORITY ACTING FOR THE LEGAL ENTITY
Name	Name
Street and number	First name
Postcode and Municipality	Postcode and Municipality
Enterprise number	Nationality
VAT number	Position
NATURAL PERSON (Sole trader or private person) OR ACTUAL ASSOCIATION	
Name	
First name	
Street and number	
Postcode and Municipality	
Enterprise number	
VAT number	
Town and date when signing	
Signature preceded by "read and approved"	

Annexes

- 1. List of Authorised Persons**
- 2. Delivery and use terms and conditions for Carnets**
- 3. List of Chambers of Commerce**

Annex 1 - List of Authorised Persons

The Undersigned confirms that the following person/persons are authorised to sign the applications for Carnets.

Name	First name	Location	General telephone no.

In relation to the allocation and management of powers of attorney, the Undersigned confirms that the person/persons below are authorised to allocate and manage power of attorneys with a view to apply for Carnets. Management takes place through the e-ata.eu website.

Name	First name	Location	General telephone no.

Town and date
Signature of the competent body of the Undersigned

Annex 2. INDICATIONS REGARDING THE USE OF THE ATA CARNET

- 1. All goods for which the Carnet must apply must be specified in columns 1 to 6 of the general list. If the space provided for this on page 2 of the pack is insufficient, supplementary sheets of the official model must be used.*
- 2. With the aim of closing the general list, the totals of columns 3 and 5 of the list at the bottom must be specified in numbers and words. If the general list consists of several pages, the number of used supplementary sheets must be specified in numbers and words at the foot of page 2 of the pack. The same applies to the lists on the stubs.*
- 3. All goods must be allocated sequence numbers that must be entered in column 1. One sequence number is sufficient for goods that consist of separate parts (including spare parts and accessories). In this case, the type and value and, if required, the gross weight of each part must be accurately described in column 2. Only the total weight and value must be specified in columns 4 and 5.*
- 4. The same sequence numbers as used in the general list must be used when completing the lists on the stubs.*
- 5. To make the customs check easier, we recommend specifying the related sequence number on the goods (including the separate parts).*
- 6. The goods that are of the same type can be collected together into one or more groups provided that a separate sequence number is allocated to each item. If the goods that are collected together are not of the same value or weight, the value and, if required, the weight of each item must be specified separately in column 2.*
- 7. If the goods are to be exhibited or displayed, it is in the interest of the importer to specify the name and place of the exhibition, show or fair under point C of the import stub as well as the name and address of the organiser.*
- 8. The Carnet must be legible and must be completed in a manner that does not allow the information to be erased.*
- 9. All goods for which the Carnet applies must be verified and registered in the country of departure and, with a view to this, must be shown to the customs authorities of that country together with the Carnet except when the customs regulations of that country do not make provisions for such a verification.*
- 10. If the Carnet is completed in another language than the one of the import country, the customs authorities may demand a translation.*
- 11. Expired Carnets and Carnets that shall no longer be used by the holder must be returned to the issuing organisation.*
- 12. Arabic numerals must be used for details specified in figures.*
- 13. If blue sheets are used for a transit action, the holder must, after submitting his or her Carnet to the transit office, resubmit it to the destination office within the period prescribed for this action. The customs authorities must act accordingly with regard to the master sheets and stubs.*

Annex 3 – List of Chambers of Commerce

VOKA – KVK ANTWERPEN - WAASLAND

Markgravestraat 12
2000 ANTWERPEN
Tel.: 03/232.22.19 - Fax: 03/233.64.42

CCI BRABANT WALLON

Avenue Schuman n° 1 (Parc d’Affaires
“Les Portes de l’Europe”)
1400 NIVELLES
Tel.: 067/89.33.33 - Fax: 067/21.08.00

BECI-CCI BRUXELLES/BRUSSEL

Avenue Louise / Louizalaan 500
1050 BRUXELLES / BRUSSEL
Tel.: 02/648.50.02 – Fax: 02/640.93.28

CCI LIEGE VERVIERS NAMUR

Rue de la Centrale 2,
4000 LIEGE
Tel.: 04/341.91.91 - Fax: 04/343.92.67

IHK EUPEN-MALMEDY-ST.VITH

Herbesthaler Strasse 1A
4700 EUPEN
Tel.: 087/55.59.63 - Fax: 087/55.79.04

CCI HAINAUT

Avenue Général Michel 1C
6000 CHARLEROI
Tel.: 071/32.11.60 - Fax: 071/33.42.18

CCI WALLONIE PICARDE

Rue du Follet 10 Bte 003
7540 KAIN
Tel.: 069/89.06.89 - Fax: 069/89.06.88

VOKA – KVK MECHELEN-KEMPEN

Kleinhoefstraat 9
2440 GEEL
Tel.: 014/56.30.30 - Fax: 014/59.31.00

VOKA – KVK VLAAMS-BRABANT

Tiensevest 170
3000 LEUVEN
Tel.: 016/ 22.26.89 - Fax: 016/ 23.78.28

VOKA – KVK LIMBURG

Gouverneur Roppesingel 51
3500 HASSELT
Tel.: 011/56.02.00 - Fax: 011/56.02.09

CCI LUXEMBOURG BELGE

Grand rue 1
6800 LIBRAMONT
Tel.: 061/29.30.40 - Fax: 061/29.30.69

VOKA – KVK OOST-VLAANDEREN

Lammerstraat 18
9000 GENT
Tel. : 09/266.14.40 - Fax: 09/266.14.41

VOKA – KVK WEST- VLAANDEREN

President Kennedylaan 9a
8500 KORTRIJK
Tel. : 056/23.50.51 - Fax: 056/21.85.64