



General Terms and Conditions - Customs Services

The following General Terms and Conditions (T&Cs) apply exclusively to the Customs Services provided by ITG Fulfillment GmbH (ITG). Other terms and conditions become not part of the contract, even if ITG does not contradict them explicitly or provides their services without restriction despite the knowledge of opposing, deviating or supplementary customer's terms and conditions. Alterations and additions to the T&Cs must be made in writing as well as a waiver of this requirement.

These T&Cs also apply to all future orders, even if they have not been explicitly stipulated.

Liability and indemnification

1. ITG operates exclusively based on the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017), unless otherwise stated in writing. The client is aware of the content of the ADSp 2017 (<https://www.itg.de/de/de/infothek/downloads.html>).
2. Notwithstanding the liability provisions of sections 22-25 ADSp 2017, the liability of ITG is limited to €5,000.00 (euro five thousand) per claim event, maximum €10,000.00 (euro ten thousand) per calendar year, if the damage has not been caused by intent or gross negligence. The liability of ITG for consequential or indirect losses is excluded.
3. The client must indemnify ITG for claims from domestic and foreign customs authorities asserted against ITG upon first demand if, according to the parties' internal relation, these claims are to be satisfied by the client.

Fees (duties, Import VAT)

4. The client is obligated to immediately pay all fees incurred as part of the customs declarations executed by ITG for the client (e.g. duties, import VAT, anti-dumping duties, etc.).
5. The client is also obligated to pay any customs penalties and late fees that result from missed payments.
6. ITG reserves the right to request either collateral from the client for the expected import fees or an advance payment before the customs declaration of the goods. These requests are valid for every single customs declaration that is processed by ITG in direct or indirect representation under customs law. Especially when submitting regular customs declarations for the client with expected import fees exceeding €25,000.00 (euro twenty-five thousand) per month, ITG reserves the right to request a bank guarantee from a major European bank of the client as collateral for the clearance before order fulfillment.
7. If according to any agreement ITG is to advance charges for the customs operation, the client is obligated to reimburse ITG without undue delay. ITG reserves the right to charge a commission for those charges.

Import

8. The client bears the responsibility for the completeness and correctness of all documents (exact description of the goods and the 11-digits HS Code) and information required to execute orders for import clearance and is obligated to provide all documents in written form to ITG. ITG is not obligated to check the documents for completeness and correctness.



9. ITG is not obligated to check the possibility and requirements for customs clearance at a favorable customs rate or to inform the client about such possibilities. The obligation to obtain information on any customs exemptions and documents lies solely with the client.
10. The client is informed about the data sheet "466/Ausfüllanleitung zum Zollwert D.V.1" on the German customs authority's homepage. The client is bound to recognize all circumstances and future changes therein as far as customs value is concerned and to notify the responsible representative prior to the execution of the customs value declaration.
11. Import declarations by ITG on behalf of the client are executed only in direct representation according to Art. 18 und 19 UCC.
12. If document encodings are necessary to submit an import declaration and if they have not been provided by the client in advance, ITG is permitted to identify the document encodings based on the present information,. ITG is not responsible for the correctness and completeness of the document encodings identified this way, unless the false identification is based on intent and gross negligence.
13. ITG reserves the right to reject customs clearance if there is an important reason to do so. In this regard, important reasons include but are not limited to:
 - a. Client payment delays
 - b. Missing documents for proper customs declaration
 - c. Inadequate description of goods
 - d. A missing security declaration for authorized economic operators

Transit

14. If the carrier is contracted by the client to collect goods and corresponding documents for a customs transit procedure (NCTS), the client is responsible for providing goods/ documents in a proper manner and on time. In case of an improper provision for a customs transit procedure (NCTS) for which the client instructed ITG, the client bears additional costs for processing a search and reminder procedure. The client is obligated to pay a minimum processing fee of €110.00 (euro one hundred and ten) net plus value added tax per NCTS procedure for improper provision of goods. Extra effort will be billed on an hourly base.

Export

15. The client is the exporter (*Ausführer*) of the goods. The client bears the responsibility for the completeness and correctness of all documents (exact description of the goods and the 8-digits HS Code) and information required to execute orders for export clearance (*Ausfuhrabfertigung*) and provides ITG with the documents in written form. ITG is not obligated to check the documents for completeness and correctness.
16. ITG will neither act as exporter (*Ausführer*) nor in indirect representation of the client. An exception requires consent of the Managing directors in writing. A deviant agreement, or the abandonment of this clause is invalid, unless the responsible Managing directors has signed a written confirmation.



17. In case document encodings are necessary to submit an export declaration, ITG is permitted to identify the document encodings based on the present information if they have not been provided by the client in advance. ITG is not responsible for the correctness and completeness of the document encodings identified this way, unless the false identification is based on intent or gross negligence.
18. Export declarations are issued by ITG on behalf of the client only in direct representation under customs law.
19. The client is responsible for the foreign trade assessment of the exported goods, in particular, sanctions or embargoes relating to the exported goods, individuals or countries.
20. If there is an approval obligation required for exporting the goods, the client must provide ITG with the necessary original approvals in advance.

Tariff classification

21. If requested separately by the client, ITG will conduct a non-binding tariff classification of goods. This process assigns individual customs tariff numbers to goods. The assignment is based on ITG's available item information. To ensure a correct tariff classification, the client must provide ITG with information particularly on the intended use, materials or nature of the relevant item in an appropriate form (e.g. datasheets).
22. In case customs authorities are of the opinion that ITG's tariff classification for a good is incorrect, this may result in:
 - a. subsequent tax claims that must be borne by the client. For reasons of precaution, it is emphasized that those additional tax claims have not been caused by an incorrect assignment of tariff numbers by ITG. Therefore, ITG is not liable for such payments. These payments represent the correct tax claim based on the correct tariff classification of the good.
 - b. fines. If fines are imposed on ITG or its employees due to incorrect or missing tariff classification, the client will indemnify ITG and its employees for these fines.
23. The client may request binding information on the tariff classification of goods from the responsible customs authorities.

Miscellaneous

24. The client is obligated to present all necessary data connected to a clearance order to ITG. To execute an order, the client may be required to issue ITG an appropriate transferable power of attorney.
25. The billing of the provided consulting and/or clearance services is based upon expenditure and is issued after implementation.
26. ITG is entitled to employ subcontractors and to select them at its own discretion. The client confirms that subcontractors may execute customs clearance or provide services on behalf of ITG within the context of the respective order.
27. In case of non-compliance with deadlines due to an act of God or force majeure (e.g. pandemic, epidemic, cyber- or ransomware attacks, war, riot, strike) or other events for which ITG is not responsible, such deadlines are extended by a time period equal to the time period during which the aforementioned event or its effects persist. If an aforementioned event results in damage or additional expenses, the liability of ITG for such damage shall be excluded and any additional expenses shall be borne by the client.



28. The client is obligated to provide ITG and the customs/tax authorities upon official request and in the event of refund applications with all the requested documents at any time without delay and/or to grant the authorities access to the required documents/data. This also remains valid after the termination of the contract subject to the statute of limitation.
29. The client and ITG agree that ITG holds a lien on consignments subject to customs clearance which ITG gains possession of during business operations according to section 20 ADSp 2017.
30. All the client's data, including disclosed personal data of the client's employees, are stored and used exclusively to handle orders. The client explicitly grants its consent to use and store the data as defined above. The client must obtain the necessary consent declarations from its employees. All data processing by ITG is in accordance with the General Data Protection Regulation (DSGVO).
31. Should individual provisions of the T&Cs become invalid or unenforceable, the effectiveness of the remaining provisions is not to be affected thereby. The parties are obligated to replace the ineffective or unenforceable provision with an effective and enforceable provision that most closely reflects the original, so that the economic purpose of the invalid clause will be best achieved in a legally valid manner. The same applies to contractual gaps.
32. The place of fulfillment for all provided services by the contractual parties is Herrenberg. The court of jurisdiction for all legal disputes arising from the contractual relationship is Stuttgart.
33. The law of the Federal Republic of Germany shall apply.