

## CUSTOMER UNDERTAKING

This undertaking ..... (hereinafter referred to as CUSTOMER) including the submission of the declarations on the Oregon system and Oregon Transit Logistics GmbH and its subsidiaries and partners. The customer is responsible for contractual penalty, liability, money transfer of collateral, etc., which may occur in the future and may occur in accordance with the articles of the agreement on national Transit and the Common Transit Regime. It includes an obligation to settle the debt in connection with all losses, and losses.)

### ARTICLE 1

#### SUBJECT OF UNDERTAKING

Within the scope of rules and regulations involving the application of the New Computerized Transit System (NCTS) to the Common Transit Convention and national or EU implementing provisions and subsequent amendments, creation of T1, T2, TR and EU entry summary statements by the customer on the Oregon NCTS System (System) and is to be sent to Oregon for approval for submission to the relevant customs authorities. **CUSTOMER** would also ask that T1, T2, TR and ENS (Entry Summary) declarations to be prepared by OREGON and submitted to the relevant customs administrations. For this purpose, the "username" and "password" required for the **CUSTOMER** to access the system, will be created after signing this undertaking. OREGON and / or its subsidiaries in the EU / Common Transit Countries or third parties are considered the Principal Responsible if submitted through the Oregon System. The **CUSTOMER** agrees that the business has the same responsibility with respect to all declarations submitted through the **OREGON** system through this undertaking.

### ARTICLE 2

#### RESPONSIBILITY

#### ARTICLE 2.1

#### CUSTOMER RESPONSIBILITIES

When **CUSTOMER** send the goods/vehicle/transportation information and documents for creating, approval and/or submitting to customs administration of T1, T2, TR or EU Summary Declarations via e-mail, fax or **SYSTEM** himself (Firm's personnel, customs officers, customs counselor, business follower etc), the customer agrees and undertakes that such information and documents are accurate, up-to-date and complete.

Information on goods or products subject to import, export, or transit during the use of the **SYSTEM**; accurate, complete, comprehensive, and up-to-date information, and that no product used in the **SYSTEM** shall be composed of counterfeit, stolen or prohibited products.

**CUSTOMER**: it shall accept and undertake to pay the fee corresponding to declaration in advance before declaration is submitted.

**CUSTOMER** declares and undertakes that **CUSTOMER** knows that the request to add a subcontractor may be made by him and / or any employee / representative / agent before submitting a declaration for the goods to be transported by a subcontractor's vehicle. **CUSTOMER** also declares and undertakes submitting any information and documents about the requested subcontractor required by **OREGON**. **OREGON** reserves the right to refuse **CUSTOMER**'s subcontractor's request without explanation.

**CUSTOMER**: It shall accept, declare and undertake that all the licenses and documents related to the declaration subject to the transaction shall be audited by him and that all the information contained in the declarations it prepares shall be prepared in accordance with the Common Transit.

**CUSTOMER** to obtain a copy of each document (Export Declaration-EX1, Goods Invoice, CMR Transport Bill, ATR, etc.) during the creation of a T1, T2, TR or EU Summary Declaration and to keep it for at least 5 (five) years. **OREGON** undertakes to provide **OREGON** immediately upon request.

**CUSTOMER:** It is responsible for the fulfillment of all procedures and the protection of the rights of the principal responsible for the release of release under the National and Joint Transit Regime. **CUSTOMER** shall take all necessary actions to ensure that the declaration is closed within 1 (one) month at the latest after being notified by OREGON that the declaration has not been closed. **CUSTOMER** is responsible for all damages and losses incurred when the declaration is not closed. Therefore, the parties will accept and undertake that they will resource to the CUSTOMER if OREGON faces a loss.

**CUSTOMER** The "Customer Information Form" attached to this undertaking will be filled in accurately and completely.

**CUSTOMER**, trade name, contact information, partnership structure, signature authority and circular, report card, authorization certificate renewal or change. undertakes to notify the changes to OREGON, together with the relevant official documents, within 15 days from the date of the change.

## ARTICLE 2.2

## PENALTIES

**CUSTOMER's** T1, T2, TR and EU Introduction Summary Declaration of goods in any way the amount, type, tariff, value and so on. If it is understood to be different in the sense; CUSTOMER is solely responsible for the compensation of all damages and losses incurred in accordance with the law and related regulations (including VAT, SCT, Customs Duty and Stamp Duty); it is accepted and committed by the parties that OREGON will recourse to the CUSTOMER in case of any damage that may occur. The CUSTOMER agrees and undertakes to pay in cash to OREGON for all damages and losses incurred by the relevant Customs administration to be paid to the Customs administration following the first notification.

## ARTICLE 3

## LIMITATIONS

**CUSTOMER:** it shall apply to OREGON during the preparation of T1, T2, TR declarations carrying the special cases and sensitive goods (Annex1) specified and these procedures shall not be performed without OREGON's approval.

**OREGON: CUSTOMER** shall not be liable in any way for any indirect or direct claims arising from the non-fulfillment of its obligations in the contracts concluded with third parties.

**OREGON;** shall not be liable for all delays and/ or non-availability of services in connection with circumstances beyond their control. CUSTOMER accepts and undertakes that the Federal Republic of Germany Laws apply to all disputes, demands, and proceedings related to this Undertaking, and the parties accept and undertake that the courts of the Federal Republic of Germany are authorized in the resolution of disputes, and that OREGON can transfer all rights to a third party.

**Annex1:** List of Sensitive Goods **Annex2:** Customer Information Form

**Date:** ..../..../.....

CUSTOMER's Title, Stamp and Signature

# CUSTOMER INFORMATION FORM



## COMPANY INFORMATION

Company's Trade Name:	Business Registration Number:	Foundation Year:
	Tax Number:	Transport Authorization Certificate Type / No:

Address:

City/Country:

Phone Number

Number of Employees:

Number of Vehicles:

Own Vehicles:

Hired Vehicles:

Truck:

Semi Trailer:

Lorry:

Transport Countries:

Do you use TIR Carnet?  Yes  No

Vehicle Tracking System Used:

Number of Digital Tachograph Vehicles:

## YOUR REFERENCES

Company Trade Name	Phone Number	Company Official

## PERSON IN CHARGE OF TRANSIT OPERATIONS

Name / Surname:

Mobile Phone Number:

## PERSON IN CHARGE OF FINANCING TRANSACTIONS

Name / Surname:

Mobile Phone Number:

## AUTHORIZED EXECUTIVE WITH SIGNATURE RESPONSIBILITY 1

Executive's Name / Surname:

e-mail Address:

Title:

Mobile Phone Number:

Address:

City / Country:

Postal Code:

## AUTHORIZED EXECUTIVE WITH SIGNATURE RESPONSIBILITY 2

Executive's Name / Surname:

e-mail Address:

Title:

Mobile Phone Number:

Address:

City / Country:

Postal Code:

All information that we provide with our company above is accurate, up-to-date and complete, and if any of this information changes, it is absolutely necessary to contact Oregon Teknoloji Hizmetleri A.Ş.

I accept and commit that I will inform.

Authorized Executive's Signature 1:	Authorized Executive's Signature 2:	Customer's Company Stamp
		Date:

Annex: 1. Tax Signboard

3. Commercial Registry Paper

5. Authorization Certificate ( for carriers)

2. Authorized Signatures List

4. Commercial Record

6. Customer Undertaking