

UNDERTAKING STATEMENT BY THE TRANSPORT CUSTOMER FOR ADMISSION TO THE TOBB UND COMMON TRANSIT SYSTEM AND AUTHORIZATION TO USE COMPREHENSIVE GUARANTEE

CUSTOMER Name:		
CUSTOMER Address:		
The CUSTOMER's TIR Identification Number		
Tax Administration:	Tax Identification Number:	
Telephone/Fax Number:	E-mail:	

I. DEFINITIONS

- a) **TOBB UND Logistics Investments CO. (TOBB UND):** Holder of the Procedure (Principal), who personally or through a CUSTOMER submit the goods to common transit procedure in accordance with the Article 212/2(f) of the Regulation and the Article 3 of the Annex 1 of the Convention,
- b) **CUSTOMER:** Carrier of the goods under the guarantee of the TOBB UND or consignor/consignee of goods or submitter of the goods and transit accompanying document according to the Article 214 of the Customs Regulation or who acting on behalf of the carrier and is the natural or legal person accepted hereby signing this declaration the responsibility to fulfill customs obligation for operations under this declaration,
- c) **TOBB UND Common Transit System (SYSTEM):** The System, in which the COMPANIES and business partners submit the transit declaration on their behalf under the cover of the guarantee given to the customs authorities by TOBB UND or its collaborating institutions to make secured transportation in Turkey, the European Union and other European countries in accordance with the Customs Transit Procedure and the all rights belong to TOBB UND,
- d) **Computerized Transit System:** Electronic system which manages the common transit procedure,
- e) **Release of goods:** The process which allows the transportation of the goods in accordance with the purposes stipulated on the common transit procedure by the competent authorities,
- f) **Customs Transit Procedure:** The procedure, arising from related Legislation, in which it has been suspended the customs taxes, duties and other taxes and the implementation of trade policy measures and allowed to transport of goods under customs control from the customs office of departure to customs office of destination,
- g) **Customs Requirements:** All kind of financial obligations that should be requested by the customs offices for goods subjected to common transit procedure, including customs taxes and duties and the administrative fines,
- h) **Customs Office of Departure:** The Customs Office where the goods is subjected to the common transit procedure,
- i) **Customs Office of Destination:** The Customs Office where the goods, under the cover of the common transit regime, should be submitted to terminate the regime,

- j) **Related Legislation:** The total legal and administrative customs regulations which are below classified as regional and national, regarding transport goods in transit from a customs office to another customs office:
- In the EU / EFTA Region: EU Customs Law, Community Transit, National and EU implementation provisions and with the amendments of the The Convention on a Common Transit Procedure and the application and the rules includes New Computerized Transit System (NCTS),
 - In countries outside the EU area: National Customs Laws,
 - In Turkey: Common Transit Convention, Customs Law Nr. 4458 and the Customs Regulation provisions dated 07.10.2009 and its amendments, the Republic of Turkey's the legal and administrative customs regulations regarding transport of goods from the customs office of departure to the customs office of destination in transit,
- k) **Personal Data:** Information regarding recognized or recognizable natural or legal person,
- l) **Transit Declaration:** The declaration which shows the request of submitting the goods to the common transit/national transit regime within the scope of specified procedures and principles by a person, (transit declarations such as TR, T1, T2)
- m) **Transit Accompanying Document:** The document which is based on information of the transit declaration and printed from computerized transit system to accompany the goods,
- n) **Harmonized System (HS) Code:** Code mentioned in the Annex on the International Convention regarding Harmonized Description and the Coding System determinates by the Agreement dated 14.06.1983 which classifies goods as a six digit code system,
- o) **Data Processing Techniques:**
- 1) The exchange of the messages of standard Electronic Data Interchange (EDI) with the competent authorities,
 - 2) Entering the necessary information into the data processing systems of the competent authorities for the completion of the relevant process,
- p) **Resident:**
- 1) In case of a natural person, the person residing in Turkey,
 - 2) In case of a legal person or ordinary partnership, the person who has registered office, central or permanent establishment in Turkey
- q) **Risky Goods:** Goods that are determined by TOBB UND and can be transported with written permission of TOBB UND,
- r) **Regulation:** Customs Regulation dated 07.10.2009,
- s) **Convention:** Common Transit Convention dated 20.05.1987,
- t) **Business Partner:** The natural or legal person who has been authorized to submit declaration on behalf of the CUSTOMER according to contract with the CUSTOMER

II. OBLIGATIONS AND COMMITMENTS OF THE CUSTOMER

CUSTOMER accepts, declares and undertakes to apply the following provisions mentioned in this statement in accordance with the relevant legislation and as reported by TOBB UND. In case of a service is provided by the authorized representative of TOBB UND; all kind of obligations, declarations and commitments that are accepted by this undertaking by the CUSTOMER, also applies to the the authorized representative of TOBB UND.

III. GENERAL PROVISIONS

CUSTOMER hereby accepts, declares and undertakes that,

1. The software and hardware which are provided for its own usage within the scope of this Undertaking Statement, cannot be sold, rented, copied in any way, reproduced, shared with third parties the right to use,
2. TOBB UND has consent in advance; to access and storage of the documents and data shared during the application and the use of the SYSTEM, to share and to process for reporting these documents and data with third parties related to received service,
3. Being responsible for the privacy, safety and usage of the user name and password/password information which are given by TOBB UND for using the System over the Internet, and by using this information, the damages and all conclusions subjected to a crime arising from all kind transactions have been accrued by the CUSTOMER and/or third parties, the TOBB UND shall not accept the responsibility in any case, CUSTOMER is entirely responsible for the financial, legal, criminal liabilities that may occur for this reason,
4. Being liable for any pecuniary and non-pecuniary damages that may be exposed regarding membership services provided by TOBB UND,
5. The liability concerning the services provided by TOBB UND shall not cover the profit/loss of earnings, indirect and interdependent damages such as third-party claims in any case and do not exceed the total actual cost paid for the service provided by the TOBB UND,
6. In return for receiving service for the aforementioned transactions hereby with this Undertaking Statement,
 - a) To pay according to the price list determined by the TOBB UND,
 - b) In case of a request of guarantee which exceeds the specified amount in the price list or for transporting the risky goods, a different price other than the list can be determined by TOBB UND and the CUSTOMER is liable to pay the price reported by TOBB UND as written or verbally,
 - c) The prices could be changed by the TOBB UND without prior notice to the CUSTOMER; therefore, checking the prices to be collected via the System before the lodging of the transit declaration is the CUSTOMER's responsibility.
7. In order to get services within the scope of this Undertaking Statement, CUSTOMER is liable to pre-pay to the bank account of the TOBB UND in return for the said transaction,
 - a) If the CUSTOMER does not pre-pay, the services provided through the System would be interrupted and, the responsibility of the pecuniary and non-pecuniary damages and/or loss of profit/gain belongs to the CUSTOMER in case of such interruption,
 - b) The sum that is paid in advance to TOBB UND regarding the transit declarations submitted by CUSTOMER shall be invoiced at the end of each month by TOBB UND,
 - c) In case of assignment of credit to the CUSTOMER without prepayment for the transactions under the cover of this Undertaking Statement, the CUSTOMER shall pay the related amounts within forty-five (45) days from the date of invoice to

the TOBB UND; in case of nonpayment of the related amounts on time by the CUSTOMER, TOBB UND has the right to discontinue or suspend of service until to the payment with its interest for default; if the delay of payment exceeds one (1) month, TOBB UND held the right to discontinue the service immediately,

8. With the acceptance of the transit declaration which has been lodged by the CUSTOMER with his/her own password or through the business partner or by TOBB UND and was electronically submitted to the Customs Office of Departure, CUSTOMER is responsible for all legal, financial and criminal results of the declaration, this responsibility covers Customs obligations that occurred as a result of the negligence or intention by himself or acting on its behalf concerning the transit declaration of the transported goods which have submitted via business partners and the vehicles registered with written or verbal declaration of the CUSTOMER by TOBB UND or the CUSTOMER's own password on the System to the Customs Authorities, this responsibility could not be terminated if the CUSTOMER's actual name is written different from the the place "Transporter" Nr. S07 of the transit accompanying document mentioned in the Annex Nr.3.3 of the Convention and Nr.48 of the Regulation or the plate number mentioned in the place Nr.18 does not to the CUSTOMER,

9. Being solely and directly responsible for the fulfillment of customs obligations in the event of the tax accruing, imposing or prosecution by the relevant customs authority or other relevant authorities due to determination of any irregularity or fraud (such as if the declaration is not terminated, not having the document regarding proper termination of the declaration or having it in a improper and fraudulent way, missing/excess goods) or theft or destruction of the goods, carried under the cover of the declaration which has been lodged by the persons authorized by TOBB UND and submitted electronically to the relevant customs office with CUSTOMER's own password or by CUSTOMER's own written or verbal instruction,

10. Being solely and directly responsible for all criminal acts and processes like smuggling, fraud, bribery, irregularity, false declaration/undeclared excess goods committed by CUSTOMER or its authorized persons, TOBB UND or its authorized persons shall not be held liable,

11. In the event of a Customs Obligation is incurred for any reason, TOBB UND shall be notified, if a Customs Obligation for the goods covered by the declaration is incurred and requested from the TOBB UND, customs obligations requested by the customs authorities will be paid immediately, if TOBB UND has paid the Customs debt arising from the goods covered by the transit declaration, all kinds of penalty with the interest shall be repaid to TOBB UND; Even if the name of the CUSTOMER written on the S07 "Transporter" section of the transit accompanying document contained in Annex 3 of the Convention is different from CUSTOMER or even if the license plate of the vehicle on section no.18 does not belong to CUSTOMER, this responsibility shall not vanish.

12. TOBB UND shall recourse the cost to be incurred to CUSTOMER due to violation of the rules mentioned in this Undertaking Statement and the relevant legislation, and for all kind of actions, transactions and sums that TOBB UND will be held accountable to the customs authorities,

13. All kinds of financial, legal and criminal customs liabilities including the Customs Duties regarding the carried goods belong to the CUSTOMER regardless of the guaranty relation between TOBB UND and the customs authorities,

14. TOBB UND is solely and only financially responsible against customs authorities and this responsibility is limited with its guarantee,

- 15.** If the CUSTOMER wants to work with Business Partner, the Business Partner Form shall be signed with each Business Partner and a copy of the authorization certificate of the Business Partner together with the photocopy of vehicle list or license shall be sent; In the case of transport with the Business Partner, a fee which is determined by TOBB UND shall be paid for each plate for registration to the System,
- 16.** The CUSTOMER shall provide the right to monitor the vehicles and the data stored in the vehicle tracking system with the necessary password to TOBB UND under the scope of vehicle tracking systems located in the transportation vehicles of the CUSTOMER,
- 17.** All kinds of information regarding the transit declaration lodged in the SYSTEM are submitted TOBB UND by the CUSTOMER itself or its authorized persons which cover all the basis of the customs classification code (HS code), the property and amount of the goods, invoice value, driver and vehicle details and all supporting documentation must cover information but not limited to, and this information are accurate, true, complete and up to date, the attached documents at the transit declaration are real, the information contained in these documents are correctly transmitted to the SYSTEM, and in this regard necessary checks shall be made by the CUSTOMER,
- 18.** CUSTOMER knows that announcements and notifications related to the Transit Accompanying Document shall be made via the Internet homepage of the SYSTEM, and the CUSTOMER shall comply with announcements and notifications, TOBB UND shall not be held liable for delays or sanctions arising from failure to comply with such announcements and notifications,
- 19.** The CUSTOMER shall comply with all the terms of the Customs Transit Procedure that are mentioned above, the related legislation and the instructions given by TOBB UND.
- 20.** The Risky Goods shall never be carried without a written approval of TOBB UND by no manner or means, and differential pricing may be applied in case of an such approval,
- 21.** CUSTOMER shall provide additional guarantee and comply with additional rules for the transportation of specific goods or in the undertaking of some types of transportation with in accordance with the written instructions of TOBB UND at various times,
- 22.** TOBB UND is authorized, at its sole discretion, to inspect and verify the carried goods and loading operations before and during the transport and at the destination, however, TOBB UND is not obliged to do so,
- 23.** CUSTOMER is directly and personally responsible for motion and defects of its staff, legal representatives or assistants,
- 24.** Legal representatives, (members of the Board of Directors, managers etc.) and owner/partners of the CUSTOMER have no conviction of smuggling, fraud, bribery or countercharge in customs,
- 25.** TOBB UND may add and amend these terms and conditions at any time through notification.

IV. RELATIONS BETWEEN THE CUSTOMER AND THE CUSTOMS AUTHORITIES

CUSTOMER accepts, declares and undertakes to fulfill the following obligations in its' relations with the customs authorities:

1. To fulfill all the customs formalities required in the Customs offices of departure, transit and destination.
2. To ensure that the customs authorities put the relevant seals and signatures and make electronic notifications for duly carrying of transport operations if necessary.
3. To request a written document from the customs officer when it is not possible to receive a termination certificate from the respective customs authority.
4. To ensure that the information written on the declaration corresponds to the goods actually carried by the vehicle, insofar as possible.
5. To ensure that all necessary measures are taken for the purpose of duly obtaining the certificate of termination from the relevant Customs Authorities in case of an irregularity or inquiry.
6. To contact directly with the customs authorities regarding all the claims and cases arising from the use of the Declaration, and if necessary, directly pay all sums required to be paid to the Customs authorities in question.
7. Always inform TOBB UND on a regular basis.

V. RELATIONS BETWEEN THE CUSTOMER AND TOBB UND

CUSTOMER accepts, declares and undertakes to fulfill the following obligations in its' relations with TOBB UND:

1. To inform TOBB UND about any change in the operations, business structure, shareholders, address, and financial structure that may affect the guarantee.
2. To inform TOBB UND about;
 - (a) Loss, theft, detention or destruction regarding the goods that carried under the declaration.
 - (b) Any event affecting the proper termination of the Declaration
3. To renew the UNDERTAKING STATEMENT when requested by TOBB UND.
4. To pay the amounts invoiced by TOBB UND regarding the declaration services and the relevant insurance premiums on time.
5. In case of any payments made by TOBB UND due to non-fulfillment of the customs obligations by the CUSTOMER, and is not repaid to TOBB UND by CUSTOMER within 30 days, CUSTOMER shall allow the use of guarantees which are given to TOBB UND for the acceptance to the TOBB UND Common Transit System and given to TOBB for the acceptance of TIR SYSTEM (if the CUSTOMER is a member of the TIR SYSTEM),
6. To reimburse the amounts resulting from the improper termination of the transit declarations, at the time requested, to the TOBB UND or a third party authorised by

TOBBUND

TOBB UND, together with all the costs incurred regarding the termination of the declaration with legal interest.

7. To transfer all rights of compensation against the responsible persons for the violations and irregularities resulting in the intervention of the customs authorities to TOBB UND upon the request and / or acceptance of TOBB UND.

8. Do not resort to TOBB UND's liability for the damages not caused by TOBB UND (Technical errors, system overloads, system interruptions or system downtime during maintenance work on the system, illegal initiatives, interference in telecommunication tools and networks, entering into the system by third parties or failures on telecommunication service providers or equipment, etc.) such as delay in the services provided and/or partially or completely non-fulfillment of the services provided by the TOBB UND.

9. All of the intellectual property rights of TOBB UND Common Transit System belongs to TOBB UND, and these rights shall not be violated in any way, in case of detection of a violation of the third parties of these rights in whole or in part, TOBB UND shall be informed immediately, and in order to end the violation, all kinds of support shall be given in cooperation with TOBB UND.

VI. THE RESPONSIBILITY OF THE CUSTOMER'S LEGAL REPRESENTATIVE

The person (s) who has signed the contract as the legal representative of the CUSTOMER at the end of this Commitment; The CUSTOMER accepts, declares and undertakes that they are personally, jointly and severally, directly and unlimitedly liable for the obligations of the CUSTOMER under this Contract.

VII. REASONS FOR WITHDRAWAL OF THE RIGHT OF LODGING TRANSIT DECLARATION

In the following cases, the CUSTOMER accepts that TOBB UND may suspend the CUSTOMER's access to the TOBB UND Common Transit System temporarily or definitively, without prior notification, at TOBB UND's own initiative and discretion, and informs the authorities it deems necessary.

1. Transportation of the Risky Goods against this Undertaking Statement and Customs Legislation, within the scope of a transit declaration,
2. The amounts invoiced by TOBB UND regarding the declaration services are not paid on due date,
3. In case of failing to fulfill its obligations within this Undertaking; and when it is foreseen by TOBB UND that the CUSTOMER can no longer fulfill its obligations especially in a liquidation agreement, concordat, bankruptcy, liquidation or in a similar situation.
4. In case of frequent violations of the terms and instructions given by TOBB UND,
5. In case of one or more of the requirements set forth in this Commitment or that are notified by TOBB UND are not met,
6. Other terms and conditions stipulated by TOBB UND.

VIII. PROTECTION OF PERSONAL DATA

1. CUSTOMER, acknowledge and undertake that, all kind of data accepted to be personal data in accordance with the Law and any data that they shared/will share with each other regarding themselves, their employees and their representatives

in the transactions within the scope of this Undertaking shall be processed only for the purpose of conducting this business.

2. CUSTOMER, shall take utmost care to ensure the protection of personal data shared with them. It is the sole responsibility of the CUSTOMER to provide the necessary data to the relevant data owners in order to process the personal data to be transferred to TOBB UND by the CUSTOMER and to obtain the necessary permissions and approvals from the data owners in the content and format in accordance with the said legislation.
3. CUSTOMER; accept, declare and undertake that they will not share the personal data shared with them with third parties in a manner that exceeds the purpose and performance of the work to be conducted out under this Commitment, this data will only be processed in a manner limited to the purpose and execution of this work, they will comply with the Law and other relevant legislation when using the data, the obligations regarding the protection of the personal data collected for this work will continue after the end of this work, they will not continue to process data and they anonymize or delete the data in the event of the disappearance of the reasons for processing the data and there is no obligation in the legislation.
4. CUSTOMER accepts, declares and undertakes that that all employees, representatives, partners and subcontractors, as part of this agreement, will comply with all the above-mentioned conditions and the secondary legislation by law no. 6698 when processing personal data. CUSTOMER accepts, declares and undertakes that the processes of its own and transactions of employees shall comply with the provisions of KVKK and the relevant legislation and shall take all necessary technical and administrative measures.
5. CUSTOMER shall immediately (within the same day) notify TOBB UND in the event of any unauthorized access to Personal Data processed under the contract between the parties, and shall work in cooperation with TOBB UND in order to minimize the damages that may arise from this situation and eliminate any damages arising from this situation and provide all kinds of information, documents and support requested without delay.
6. CUSTOMER undertake that any data processing by the parties, except as provided in this article, shall be unauthorized and shall immediately compensate any damages incurred by the other party or third party due to such processing, and shall be solely liable to the public authorities and third parties in this regard.

IX. TERMINATION OF THE UNDERTAKING STATEMENT

The right to lodge a transit declaration given within this Undertaking Statement;

1. When the CUSTOMER voluntarily withdraw from the SYSTEM
2. When the competent authorities of the registered(resident in) country deauthorise the international transport authority from the CUSTOMER,
3. When the TOBB UND permanently suspends the right to lodge a declaration, the Undertaking Statement ends prospectively.
4. Regarding the transit declarations belonging to the CUSTOMER, including proceedings prosecuted after the termination of this contract, if there is/will be any proceedings in the presence of TOBB UND within the scope of the Customs Duties of the CUSTOMER, until the closure of such proceedings, the CUSTOMER shall have the commitments given under this contract and the CUSTOMER's responsibility shall continue even if this contract is terminated. The prosecution

process shall include recourse proceedings against the CUSTOMER and / or other responsible natural and legal persons by the insurers of the System following the payment of request submitted by the relevant customs office by the TOBB UND.

By signing this Commitment, the CUSTOMER declares to comply with the provisions and instructions given by TOBB UND.

X. PLACE OF JURISDICTION AND APPLICABLE LAW

All disputes arising out of or relating to this Agreement shall be subject to the jurisdiction of Ankara Courts and Enforcement Offices. Turkish law shall apply to the merits of the dispute.

XI. ENTRY INTO FORCE

This Commitment shall enter into force on the date of its signature by the CUSTOMER.

CUSTOMER's declaration: I hereby acknowledge and agree to all procedures, conditions, requirements and sanctions laid down in this Commitment and agree to abide by all terms that may be foreseen by TOBB UND and Common Transit System insurers of TOBB UND in relation to the use of transit declarations. It has been "read" and "approved" under the information given below.

Place _____ Date _____

The Customer's name _____

Signature _____

The signer's name and title _____

APPENDIX-1

COMMITMENT OF GUARANTEE

With this Agreement, signed between(GUARANTOR) and TOBB UND Logistics Investments CO., GUARANTOR declares that he/she acknowledge and agree to all provisions of the UNDERTAKING STATEMENT signed by the Customer for Admission to the TOBB UND Common Transit System and Authorization to Use Comprehensive Guarantee and accepts all responsibilities arising from these provisions.

As the date of, the GUARANTOR clearly agreed and committed that he / she shall be the joint guarantor of up to 100.000,-Euro for all kinds of debts, taxes, administrative fines and their overdue interest against TOBB UND in accordance with the UNDERTAKING STATEMENT by the Customer for Admission to The TOBB UND Common Transit System and Authorization to Use Comprehensive Guarantee dated, given by the (CUSTOMER).

(This sentence will be signed in own handwriting of the GUARANTOR)

GUARANTOR

.....