

[On Importer/Exporter Letterhead]

Dear Sirs

Re: Community Transit Authority

In consideration of use of a community transit guarantee granted to us by RELAY PORT AGENCY LTD for goods owned by us or under our control or transported against our instructions. We hereby indemnify RELAY PORT AGENCY LTD in respect of all fines or charges which may be imposed by an EU, EFTA or Visegrad Customs Authority as liable against the non-discharge or mis-presentation of any Community Transit Document prepared by RELAY PORT AGENCY LTD for our benefit.

We understand that we will become liable to charges and fines should a Community Transit Document (NCTS or T-form), issued by RELAY PORT AGENCY LTD for our benefit and against our instruction, not to be properly presented to customs in the stated country of destination within eight days of issue, and further, that charges may become due although alternative commercial evidence of the particular transaction being satisfactorily finalised is to hand.

We have been informed Customs Authorities sometimes insist evidence of discharge can only be confirmed by direct correspondence between the relative Customs Authorities and that neither RELAY PORT AGENCY LTD or any other party can influence that exchange.

Therefore, it is necessary on occasion to accept charges/fines we believe should not be paid and to then pursue a refund from the relative authority, by appeal if necessary. We accept that such charges may be demanded up to three years after the intended transaction, always against RELAY PORT AGENCY LTD as principal to the guarantee and that, however late or unreasonable such charge may appear, RELAY PORT AGENCY LTD must meet such a demand or UK HM Revenue & Customs would immediately withdraw their Community Transit Guarantee rendering them unable to maintain their business service.

We undertake to make payment to RELAY PORT AGENCY LTD on demand and to reimburse any Duties, Taxes, Levies and fines which may be claimed by an EU, EFTA or Visegrad Customs Authority against the COMMUNITY TRANSIT GUARANTEE granted by RELAY PORT AGENCY LTD to cover goods which, at the time of export from the UK may be owned by us, or under our control or for which we have issued an instruction to RELAY PORT AGENCY LTD.

Upon receipt of evidence that RELAY PORT AGENCY LTD have arranged payment of such a demand, we hereby undertake to reimburse RELAY PORT AGENCY LTD within seven days and will accept an interest penalty of up 1% per month or part thereof.

The above is a standing indemnity by:

(company stamp)

In favour of RELAY PORT AGENCY LTD, HULL and cannot be cancelled following a transaction.

Signature:

Signatory:

Position:

Date: