



## Contact Person

|                     |                                 |
|---------------------|---------------------------------|
| name                | Tel.-No. with prefix - private  |
| permanent residence | Tel.-No. with prefix - business |
| e-mail address      | Fax-No. with prefix             |

## Vehicle Details

|  |   |
|--|---|
| country of registration                              | registration number                                   |
| vehicle brand  | vehicle identification number                         |
| engine brand   | engine number <b>(to be read on the engine block)</b> |
| number of cylinders                                  | ccm   |
| vehicle typ (car, motorcycle, mobile home, truck...) | colour  |
| spare wheels   | number of seats                                       |
| day of first registration                            | radio: brand and current market value in €            |
| <b>vehicle market value in €</b>                     | weight when empty in kg                               |
| various:   |   |

## Will be completed by ADAC

|  |                              |                          |       |
|--|------------------------------|--------------------------|-------|
| <input type="checkbox"/> Sperrliste  | Dokumentgebühren             | €                        | _____ |
| <input type="checkbox"/> Pass/Personalausweis                                      | Sonderprämie                 | €                        | _____ |
| <input type="checkbox"/> Zulassungsschein  | Bankbürgschaft               | €                        | _____ |
| <input type="checkbox"/> Aufenthaltserlaubnis                                      | Sicherheitsleistung          | €                        | _____ |
| <input type="checkbox"/> Unterschriftskontrolle (Antragsteller/Fahrzeugeigentümer) | Gesamtbetrag                 | €                        | _____ |
| <input type="checkbox"/> folgende Länder sind im Carnet gesperrt:                  |                              | €                        | _____ |
| _____ (Heimatland)   | Übernahme der Bankbürgschaft | <input type="checkbox"/> |       |
| _____ (Bestimmungsland)  | Sicherheitsleistung          | <input type="checkbox"/> |       |
| _____  | von Carnet-Nr:               |                          | _____ |

Stand: 01.01.2005

## Commitment

### 1. Conditions of use for the customs document and the vehicle

The customs document - Carnet de Passages - may only be used for temporary importation into other countries. I hereby declare for the benefit of the competent authorities and ADAC in lieu of an oath that the details stated by me in this application are correct, that I have no domicile in the countries which the customs documents have been applied for under applicable local laws or customs law provisions nor will I take domicile in such countries during the validity of the customs documents. The vehicle listed in the customs document will only remain abroad in con-formity with the relevant customs provisions, but not beyond the validity of the customs document. The vehicle will be exclusively used for personal purposes of the document holder, will not be changed structurally, will neither be sold, lent or hired out, given away, pledged nor its usage granted to other persons.

### 2. Ownership of the customs document

The customs document is and remains the property of ADAC. It cannot be transferred, dispositions in favour of third parties, as well as a right of retention of the customs document are excluded. ADAC has to be informed immediately, if the customs document is lost, the consequences of a loss have to be borne by the customs document holder, regardless of whether the holder is at fault.

### 3. Application for guaranty assumption

ADAC, as a customs document issuer, has assumed guarantee towards the competent domestic and international authorities, the national and international automobile clubs and other institutions with regard to all obligations re-sulting from the Carnets and this Contract. ADAC is obliged to pay any claims resulting from the use of a Carnet and is not entitled to examine the reason and the size of the claims raised. The customs charges raised by the foreign customs authorities in the case of cancellation of the customs document which is incorrect or not within the deadline, as rule is far above the current market value of the vehicle in the country of issue. ADAC has taken out insurance against the customs risk with Lloyd's of London. Lloyd's have authorised the company R.L. Davison & Co. Ltd., London to raise any claims from the insurance contract in their own name. ADAC issues customs documents only, if the absolute guarantee below is given:

To cover the risk created for ADAC due to the issue of the customs document I hereby apply for the assumption of an absolute guaranty by Company

#### **R.L Davison & Co. Ltd, Bury House, 31 Bury Street , GB-London EC3A 5AH**

for the benefit of ADAC for all claims by foreign customs administrations arising out of the issue of the customs document. The guarantee fee is included in the fees charged by ADAC for the customs document. I am aware of the fact that this guaranty is irrevocable excluding the defence of failure to pursue remedies. By handing over this customs document this guaranty shall be deemed accepted. I am aware of the fact that claims raised by foreign customs administrations and satisfied by the company R.L. Davison as a guarantor pass to the latter. I assume the obligations contained in this commitment in the same way and scope for the benefit of the company R.L. Davison.

### 4. Duties during and after re-exportation

I undertake to re-export the vehicle from the relevant customs area within the validity of the customs document, to have the customs document finally cancelled in line with the regulations and to properly return it to ADAC of my own accord together with the Certificate of Location immediately after termination of the journey, however no later than 4 weeks after expiry. If cancellation is not performed correctly in the Carnet, additional cancellation fees will be incurred, and be billed separately.

### 5. Duties when re-entering without the vehicle

Where the re-exportation of the vehicle, e.g. owing to an accident, theft or for other reasons, is not possible, the document holder shall involve the nearest customs office or the local club to either have ownership of the vehicle unconditionally transferred to the government or have the vehicle scrapped or customs-cleared under customs supervision. The document holder shall ensure that the customs authority issues a customs receipt along with the complete vehicle data (chassis, engine No.) and definitively cancels the customs document. Clause 4, last sentence shall apply.

### 6. Duties in the case of customs settlement

Where a subsequent settlement of the customs document is required, I authorise ADAC to carry out all measures considered necessary at my expense. I undertake to send in to ADAC or to the company R.L. Davison upon first request all documentation required for the settlement of a customs document. I undertake to reimburse ADAC or the company R.L. Davison for the costs and expenses incurred by the settlement of a customs document, charged by the customs administration of the importing country, even if this request is made wrongfully. Shall be reimbursed the full amount actually paid by either ADAC or R.L. Davison. I am aware of the fact that I as the signing applicant and/or vehicle owner assume full responsibility from this Commitment.