



Please read the information below very carefully. It is an important element of Carnet conditions.

Information on the Application and Use of the Carnet de Passages

1. General

The Carnet de Passages is a customs document. This document permits the temporarily duty free importation of land and water vehicles into certain countries. It is valid for several countries and entitles a person to take several trips in the same vehicle to a foreign country and is usually issued for a one-year validity.

The basis for the issue of the Carnet de Passages are the International Customs Conventions of the UN of 1954 and 1956 on the Temporary Importation of Private and Commercial Road Vehicles. The conditions were revised by the "Istanbul Convention" of 1992. The Carnets de Passages are issued by the organizations:

AIT - Alliance Internationale de Tourisme and FIA - Federation Internationale de l'Automobile.

The **Carnet de Passages** is regarded as an official document and **remains the property of the issuing club ADAC**. The owner should keep it as carefully as personal identification documents and credit cards.

The Carnet de Passages cannot be transferred to another person or another vehicle. Please note: the data entered in the application form have to match the vehicle papers exactly. Incorrect and incomplete data cause difficulties at the borders.

The vehicle may only be used by the document holder during the validity of the Carnet de Passages. It may neither be sold, lent, hired, given away, pledged nor left for usage by other persons. The document holder is liable for consequences resulting from the loss and misuse by unauthorized third parties.

The Carnet de Passages has to be returned to ADAC no later than expiry.

Application - where, and what is needed?

The Carnet de Passages may only be applied for in the ADAC head office in Munich. It may be predated for a maximum of 4 weeks.

2.1. The following documents are needed:

- **Application form** fully completed with signed commitment (sample and text of commitment in this brochure). The **engine number** has to be read directly from the engine block, in case it is not recorded in the title and/or the certificate of registration.
- **If you are not the recorded owner of the vehicle** (i.e. if the Carnet applicant and the recorded owner are two different persons), the recorded owner has to sign the declaration of assumption of cumulative debt indicating his valid address. The passport (photocopy) has to be presented. If the vehicle owner cannot be reached and is thus unable to sign, he must present a power of attorney or a purchase contract.
- A **contact person** is important and must be appointed indicating their complete name and address and phone number. You should provide this person with a relevant power of attorney and copies of the complete application documents, so that in the event of loss a new Carnet de Passages can be applied for at ADAC. Companies should specify the person in charge.
- The **deposit** can be lodged as cash deposit or in form of a bank guaranty. The bank establishing the bank guaranty must be based in Germany and only bank guaranty forms by ADAC are recognized. The amount of the deposit is stated in the table of fees. Fees for remittance has to be paid by the applicant.
- **Passport** or personal identification card (photocopy)
- **Vehicle registration certificate / document (title)** (photocopy)
- Photocopy of **ADAC club card** or membership number. If you are a member of an other automobile association - we need a photocopy of membership card and membership number.

A **fee** has to be paid for the issue of the Carnet de Passages. The amount of the fees is listed in the table of fees.

3. After the Carnet de Passages is handed over to you

All entries, i.e. the technical and personal data and the blocked countries (see back cover), have to be checked for correctness before your trip. Any complaints made later will be at your charge.

The cover of the Carnet de Passages must be signed by the document holder in line 12.

4. How does the customs document have to be stamped?

The Carnet de Passages consists of 25 sheets (each sheet has three parts) and of sheet 26, which includes the so-called Certificate of Location.

Let us explain the correct use briefly:

COUNTERFOIL - SOUCHE sheet 1 - 25
Is stamped and signed by the customs officer in line 7 at entry and exit and remains in the Carnet.
..
EXPORTATION VOUCHER - VOLET D'SORTIE sheet 1 - 25
Is stamped, signed and detached by the customs officer at exit.
..
IMPORTATION VOUCHER - VOLET D'ENTRÉE sheet 1 - 25
Is stamped, signed and detached by the customs officer at entry.

(Sheet 26)
CERTIFICATE OF LOCATION Certificat de Présence
Sample Page 10

The foreign customs office confirms the border passage by stamping the importation voucher and taking it out of the Carnet at entry and by stamping the exportation voucher and taking it out of the Carnet at exit. In addition the relevant counterfoil is stamped. **This souche is a very important receipt for you and ADAC.**

When returning to Europe you have to present your vehicle to a German customs office or a customs office in the European Union of your choice and stamp the last page of the Carnet (sheet 26 – **CERTIFICATE OF LOCATION**) and have it confirmed and dated by the customs officer's signature. A confirmation by other authorities (police, mayor, court officer and similar), as specified in the Carnet text, **won't be** accepted.

No confirmation is required, if the Carnet de Passages is unused and complete.

When returning a used Carnets de Passages **without a certified Certificate of Location and/or customs receipts** (see item 7.), the deposit lodged can only be released after certain periods (International Carnet Agreement and periods of limitation of individual countries), i.e. waiting times of several years have to be expected.

The release of deposit is only made by the ADAC head office in Munich.

4.1. Costs of settlement

If the exportation voucher is not properly signed at exit, many foreign customs authorities charge costs of settlement. This amount is not contained in the issuing fees and you will be billed for it separately.

5. Extension of Carnet de Passages

If the vehicle **cannot** be re-exported from a country during the period of validity, it is possible to extend the validity of the document (3 months usually). However, this can only happen in a country where an automobile club is located. There are different country provisions, so please ask for information at an early stage. Apply for extension 6 weeks prior to expiry of validity with ADAC and the foreign automobile club. The agreement of the foreign customs authority is the precondition for extending the Carnet. After approval by the customs authority the partner club will notify us and ask for our confirmation. We will give our agreement when the extension fee (on a pro-rate basis corresponding to the issue charge) has been received per remittance or in-payment.

An extended Carnet de Passages is only valid in the country in which it was extended. It may not be used for returning to Germany/ Europe or in other countries.

5.1. Return / Onward journey

If you intend to continue your journey into other countries, you will need a new Carnet de Passages, a so-called follow-up Carnet. Please apply for it 6 - 8 weeks prior to expiry of the validity at the ADAC head office in Munich. For issue, all documents (item 2.1.) as with the first Carnet are required. The deposit can be transferred, if the amount of the deposit is sufficient for the other destinations. The issue charges have to be paid again, if necessary, the deposit must have to be raised. The current table of fees prevails.

At exit the old Carnet has to be stamped and the new Carnet de Passages has to be presented for entering the next country.

6. Loss of customs document

The ADAC head office has to be informed about the loss of the Carnet de Passages in writing without delay. The **deposit** will not be **released** until the confirmed Certificate of Location is sent to the ADAC head office. However, this certificate may not be confirmed by the German customs

office or a customs office in the European Union until after **expiry of the validity** of the lost Carnet. Please do keep this fact in mind, if you consider selling your vehicle later.

If a replacement Carnet is required, a new application has to be filed and the documents mentioned under 2.1 have to be presented again. The deposit can be transferred. The issue fees have to be paid a second time. If you are staying abroad, it makes sense to involve the contact person indicated on the application. The replacement Carnet will be issued for the same period of validity.

If the Carnet was lost in a country subject to Carnet duty you should contact the foreign automobile club and the local customs office, so that the exit can be made without a problem.

7. The vehicle cannot be returned to Germany

Although your signature confirmed that you would export the vehicle from the country visited, it may happen that this is not possible for various reasons. Such situations can be: accident, total loss and subsequent scrapping, sale of vehicle, theft, etc.

You must have a foreign customs office confirm the customs clearance and/or scrapping in the Carnet de Passages on the exportation voucher, the counterfoil and the Certificate of Location (sheet 26). **In addition a customs clearance or scrapping certificate containing the full details of the chassis and engine number has to be issued by the relevant customs authority.** They must state that no further customs claims exist. These receipts will be sent back to ADAC along with a **certified translation into German** and the Carnet de Passages.

Examples:

- You drive into a **country**, where a **Carnet de Passages is required** and the vehicle remains in this country (the Carnet de Passages has an entry stamp): The vehicle must be cleared positively and/or scrapped under customs supervision. The local customs office must enter the customs clearance and/or scrapping in the Carnet and additionally issue a customs clearance or scrapping receipt. At least the chassis and engine number have to be indicated in this receipt. In addition a receipt for the payment of the charges has to be issued (see above).
- You drive into a **country**, where the **Carnet de Passages is not required** and the vehicle remains in this country (the importation voucher in the Carnet is not detached), a customs officer of this country has to stamp the Certificate of Location and issue a customs clearance and/or scrapping receipt. On this receipt at least the chassis number and engine number have to be indicated. Additionally a receipt for the payment of charges has to be issued (see above).

In the event of vehicle **theft** you have to inform the police. Despite a theft report the customs authority is authorized to demand payment of the customs and tax charges, even if there was the intention to re-export the vehicle.

We recommend involving the foreign automobile club.

8. Customs-related risk

If your vehicle's exit from the country is not entered in the Carnet de Passages, the foreign customs authority will consider your vehicle to be left in the country.

Customs claim procedure:

The foreign customs authority demands from ADAC as the issuing club proof of the re-exportation of the vehicle or proof of customs clearance, scrapping etc. In such cases ADAC is committed to furnish such proof. If this is unsuccessful with the documents sent by you, the full customs amount has to be paid. This customs amount may be a multiple of the deposit made, and payment is enforceable by court action.

Please note that customs authorities occasionally demand an official receipt of the vehicle's location also if the Carnet de Passages was stamped correctly.

9. Return

The Carnet de Passages must be returned to ADAC no later than expiry of the validity. Please note item 4 also. Unused sheets may not be removed. The **Certificate of Location** may not be confirmed by a German customs office or other customs office in the European Union until **shortly before the return of the Carnet**. If the Carnet has not been used, i.e. the counterfoil and the vouchers are still there, the confirmation will not be necessary. If the vehicle remains abroad, return the Carnet and the relevant customs receipts (**with certified translation into German**) to ADAC.

You may either give back the Carnet to an ADAC local office or send it directly to the ADAC head office in Munich **by registered letter** – see name and address on the next page. We recommend making photocopies of the Carnet de Passages and necessarily the customs receipts beforehand.

After examination of the entries and/or receipts the deposit will be released only by the ADAC head office in Munich.

The **bank guaranty** will be sent back to the bank by us directly. No later than two weeks after sending back the Carnet, you may inquire with your bank, whether the bank guaranty has been received and the procedure been concluded.

The **cash deposit** will be refunded by remittance sent to the **entitled recipient** entered into the receipt upon issue (please indicate address changes upon the return).

For remittance we will need the following data:

- § complete address of your bank
- § account number and national bank code
- § IBAN and BIC
- § complete address from the entitled recipient

If the Carnets de Passages is returned personally in the ADAC head office, the return (disbursement) of the cash deposit is only possible after prior telephone agreement.

**ADAC Zentrale
Grenzverkehr & Sportschiffahrt (GUS)**

Am Westpark 8

81373 München

Phone.: 089 / 7676 - 6338, - 6334 oder - 6342,

Fax: 089 / 760 7572

e-mail: carnetdepassages@adac.de

As of: January 2005

Subject to change!

We recommend obtaining information about the current entry regulations from the Foreign Office www.auswaertiges-amt.de, the embassies or the consulate generals. ADAC will always endeavour to pass on all information to you, but the completeness and correctness of all data cannot be guaranteed.

We are afraid we cannot influence the recognition of your Carnet de Passages at the relevant national borders. Please do not hesitate to contact us, if further questions arise.

Please note the text of the commitment printed on the next pages of this brochure, the Certificate of Location (sheet 26) and the partial translations of the cover pages of the Carnet de Passages.

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 vis-à-vis the responsible authorities and ADAC in lieu of an oath that the details stated by me in this application correspond to the truth, that I have no domicile in the countries for which the customs documents have been applied for under applicable local laws or customs law provisions or take during the validity of the customs documents. The vehicle listed in the customs document may only remain abroad in conformity with the relevant customs provisions, but not beyond the validity of the customs document. The vehicle may be exclusively used for personal purposes of the document holder, may not be changed structurally, neither be sold, lent or hired out, given away, pledged nor left for usage by 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 to the customs document are excluded. ADAC has to be informed immediately, if the customs document is lost, the consequences of a loss - regardless, whether culpably or non-culpably - have to be borne by the customs document holder.

3. Application for guaranty acceptance

ADAC, as a customs document issuer, has accepted a guaranty for the responsible domestic and international authorities, the national and international automobile clubs and other offices for all Carnets and this contract. ADAC in principle is committed to make payments for usage and is not entitled to examine the reason and the size of the claims raised. The customs amount calculated by the foreign customs authorities in the case of a discharge 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 has authorized the company R.L. Davison & Co. Ltd., London to raise the claims from the insurance contract in their own name.

Furthermore, ADAC issues customs documents only, if the absolute guaranty 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, 5 Stone House Court, GB-London EC3A 7AX

vis-à-vis ADAC for all claims by foreign customs administrations arising out of the issue of the customs document. The guaranty 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 commitments contained in this commitment in the same way and scope vis-à-vis the company R.L. Davison.

4. Duties during and after re-exportation

I assume the commitment to re-export the vehicle from the relevant customs area within the validity of the customs document, to have the customs document finally discharged 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 the discharge is not performed correctly in the Carnet, additional discharge fees will be incurred, and be billed separately.

5. Duties when re-entering without a 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 is committed to involve the nearest customs office or the club of the country to either have ownership of the vehicle unconditionally transferred to the government or scrapped or customs-cleared under customs supervision. The document holder has to see to it that the customs authority issues a customs receipt along with the complete vehicle data (chassis, engine No.) and definitively discharges the customs document. Sub-item 4, last sentence applies equally.

6. Duties of customs settlements

Where a subsequent settlement of the customs document is required, I will authorize ADAC at my cost to carry out all measures considered necessary. I commit myself to send in to ADAC or to the company R.L. Davison at first request all receipts required for the settlement of a customs document.

I commit myself to reimburse ADAC or the company R.L. Davison for the costs and expenses necessitated by the settlement of a customs document, charged by the customs administration of the importing country, even if this request is made wrongfully. The crucial factor in this calculation is the amount which ADAC or company R.L. Davison actually expended on the refund of the customs claim.

I am aware of the fact that I as the signing **applicant** and/or **vehicle holder** assume the full commitment from this declaration.

7. Liability

ADAC endeavours to the best of its knowledge to give information in up-to-date fashion and to issue the customs documents quickly and carefully. For damage of any kind, in particular due to wrong or incomplete information, and the processing of any customs claims, ADAC and the company R.L. Davison are only liable for deliberate intent and gross negligence.

8. Return of cash deposit or bank guaranty

After returning the definitively discharged customs document ADAC is entitled, but not committed to pay out the cash deposit to the recipient listed on the receipt and/or in the event of guaranties inform the responsible bank about the release of the bank guaranty and return the document. ADAC reserves the right to send a customs document back to the relevant national club prior to reimbursement and/or release of bank guaranty for review of the entries. ADAC does not pay interest on the cash deposit.

A refund of the cash deposit will only be paid via the ADAC Munich head office by remittance.

The fees of issue will not be refunded, if the customs document is not used.

9. Applicable law and court venue

The legal relations resulting from this commitment between ADAC and/or company R.L. Davison and me are assessed according to the law of the Federal Republic of Germany. The agreed court venue for all disputes between ADAC and/or company R.L. Davison and the undersigned, where admissible, is Munich, in all other respects, their general court venue is Germany. Where the undersigned has/have no general court venue in Germany, Munich shall be the court venue.

Applicant:

I hereby confirm having taken full note of the commitment and having received the ADAC information brochure "Information about the Application and Use of the Carnet de Passages", which contains the complete commitment.

_____, date _____

(own signature with name and surname)

(company stamp)

Muster

Vehicle owner:

DECLARATION OF CUMULATIVE ASSUMPTION OF DEBT

The person co-signing beside the applicant, in the same way and in the same scope, assumes the independent and joint and several liability vis-à-vis ADAC and the company R.L. Davison for all claims against the applicant in accordance with this commitment. I confirm having taken note of the complete commitment.

_____ place _____

identification shown:

passport •

Name, surname

ID • No. _____

Exact address

Date of birth

Tel.-No.

Signature

DIRECTIONS FOR USE

1. Each page of the carnet provides for the temporary importation of the vehicle into one of the countries mentioned and not deleted, from the back cover. The period of temporary importation is fixed by the laws and regulations of the country visited.
2. On entry, the customs detach and retain the importation voucher, indicate on the exportation voucher the name of the customs office of importation and the number under which the carnet was registered; they must also stamp the counterfoil (importation) with the official stamp of the office indicating the name of the customs office of importation, the date of entry and the signature of the customs official. **The holder of the carnet must ensure on the spot that all entries are properly recorded in the document and, if necessary have or corrected.**
3. On exit, the customs detach and retain the exportation voucher; they must stamp the counterfoil (exportation) with the official stamp of the office, indicating the name of the customs office of exportation, the date of exit and the signature of the customs official. **The holder of the carnet must ensure that all exits are properly recorded in the document and, if necessary have or corrected.**
4. The certificate of location on the last page of the carnet must be used in accordance with the instructions given on it, or the specific instructions given by the issuing association.
5. The period of validity of the Carnet lasts for a maximum of one year. If necessary, a request for the carnet to be extended must be sent to the association in the country visited; or if such an association does not exist, directly to the issuing association. In all circumstances, the holder must ensure that he complies with the conditions of temporary importation.
6. The carnet is the property of the issuing association, and must in all cases be returned to it, duly regularised, at the latest, on the date of expiry. It is recommended that the holder should not part with his vehicle (sale, destruction, etc.), before being released from the contractual liabilities which he has incurred with the issuing association.
7. Any change to be made in the carnet, either with regard to the holder (name, address etc.) or the vehicle (change of engine, colour etc.) must be previously authorised by the issuing association, or the association in the country visited. These changes must be approved by the customs in the country visited.
8. The carnet must not be used for any country, where the holder is normally resident. The vehicle temporarily imported under cover of a carnet must not be loaned, abandoned, hired, sold or otherwise disposed of without the prior agreement of the customs administration of the country visited and of the issuing association.
9. Should a carnet be lost, destroyed or otherwise mislaid while the vehicle is abroad, or in the case of theft or abandonment of the vehicle, the holder should immediately advise the issuing association in the country visited, and follow the instructions that he will be given.

reverse - cover page



This Carnet, which has been drawn up in accordance with the provisions of the Customs Conventions on the Temporary Importation of Private Road Vehicles (1954) and Commercial Road Vehicles (1956), both amended in 1992, may be used in the following countries under the guaranty of the authorized associations indicated:

AFRICA AMERICA ASIA AND MIDDLE EAST EUROPE * OCEANIA

* *In these countries, the carnet is required only for certain categories of vehicles.*

NON VALABLE POUR	NOT VALID IN	NICHT GÜLTIG IN
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obverse - cover sheet (CARNET DE PASSAGES EN DOUANE)

1	Holder and address	CPD no.	
2 3		Valid for not more than one year, that is until	
4	Issued by Allgemeiner Deutscher Automobil-Club (ADAC) e.V. München	The validity of this carnet is subject to compliance by the holder during this period with the customs laws and regulations of the country/ customs territory visited	
5		Validity extended until	
  <p style="margin: 10px 0;">CARNET DE PASSAGES EN DOUANE For motor vehicles and trailers</p>			
8	This Carnet is issued for the vehicle registered in under No.....		
9	<p>This carnet, which has been drawn up in accordance with the provisions of the Customs Conventions on the Temporary Importation of Private Road Vehicles (1954) and Commercial Road Vehicles (1956), both amended in 1992, may be used in the countries/ customs territories listed on the back cover of this document, under guarantee of the authorized associations indicated.</p> <p>It is issued on condition that the holder re-exports the vehicle within the specified period of validity and complies with the customs laws and regulations relating to the temporary admission of motor vehicles in the countries/ customs territories visited under the guarantee, in each country where the document is valid, of the authorized association affiliated to the undersigned international organization .</p> <p>ON EXPIRY, THE CARNET MUST BE RETURNED TO THE ASSOCIATION WHICH DELIVERED IT TO THE HOLDER.</p>		
11	Issued in.....date		
12	signature AIT-Director General	signature President Allgemeiner Deutscher Automobil-Club e.V. München	Holder's signature