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**Application for a one-year Carnet de Passages**

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The following documents are required for the issuing of a Carnet de Passages:

- ➔ **Application form**  
3 pages, completely filled in and signed
- ➔ **Collateral Promise**  
3-pages, only needed if the applicant is not the vehicle owner accordingly to the vehicle registration papers
- ➔ **Copy of the vehicle registration papers**
- ➔ **Copy of a membership card of a FIA-affiliated automobile club**
- ➔ **Copy of applicant's passport or ID**  
if required also from vehicle owner

**You can send the application documents by post or e-mail\*.**

Please use the following contact details to avoid any delays.

**Postal Address:**

ADAC e.V.  
Grenzverkehr  
Hansastraße 19  
80686 München

**E-mail:**

cdp@adac.de

**Phone/Fax:**

Tel.: +49 89 76 76 63 38  
Fax: +49 89 76 76 33 11

**Internet:**

[www.adac.de/cdp-en](http://www.adac.de/cdp-en)

*\*Please note that there is no encryption if you send the application documents by e-mail.*

*Please note that the Carnet de Passages will be sent back to you by registered mail or DHL.*

**Content (14 pages incl. cover page)**

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**\* With regard to the photocopy of the passport/identity card, the following applies:**

- The copy will be used for identification purposes only.
- The copy must be recognisable as such (marked as a copy).
- You are required to blacken any data not needed for identification on the copy. This specifically applies to the CAN (Card Access Number) and the serial number printed on the (German) identity card.
- We will immediately destroy the copy when the intended purpose (identification) has been achieved.
- In compliance with the PassG (German Passport Act) and PAuswG (German Identity Card Act), the storage of passport/identity card data is not allowed and such data will not be stored by us.

## Information on the Application and Use of the Carnet de Passages

Please read the information below very carefully. It is an essential part of the Carnet conditions.

### 1) General information

The Carnet de Passages (CdP) is a customs document. It is required for the temporary duty-free importation of vehicles into many African, Asian and South American countries as well as into Australia and New Zealand. It entitles a person to make multiple trips and is valid for 12 months.

Carnets de Passages are issued on the basis of the 1954 and 1956 UN customs conventions on the temporary importation of private and commercial road vehicles. The conditions were revised by the Istanbul Convention of 1992. Carnets de Passages are distributed by the following organisations:

FIA - Fédération Internationale de l'Automobile/AIT - Alliance Internationale de Tourisme.

The **Carnet de Passages** is an official document. **It remains the property of the issuing club ADAC e.V. (hereinafter also referred to as "ADAC") and must be returned to ADAC on or before its expiry date.**

The holder should keep it exercising the same care as for personal identification documents and credit cards.

The Carnet de Passages cannot be transferred to another person or vehicle. Please note: the data entered in the application form must be absolutely identical to that in the vehicle papers. Incorrect and incomplete data will cause difficulties at the border.

During the validity of the Carnet de Passages the vehicle may only be used by the document holder. It may neither be sold, lent, leased, given away, pledged nor made available for use to any third party. The document holder is liable for any consequences resulting from the loss of the Carnet de Passages and its misuse by unauthorised third parties.

**At the time of issuing of the Carnet de Passages, the countries listed at the back of the document are members of the Carnet system. You may be requested to present the Carnet de Passages any time you enter one of these countries. Please note that ADAC has no influence on whether or not the Carnet de Passages is accepted or even required at the respective borders. ADAC gives no guarantees or warranties in that respect.**

### 2) Data protection policy

| Duty to inform pursuant to Art. 13, GDPR           | Explanation  |
|--|--|
| <b>Controller</b>                                  | Allgemeiner Deutscher Automobil-Club e.V. (ADAC)<br>Hansastraße 19<br>80686 München<br>Phone: +49 89 76 76 0<br>E-mail: adac@adac.de<br>Represented by the Executive Board: Dr Dieter Nirschl, Lars Soutschka, Oliver Weissenberger<br>Registered at: Munich local court, register of associations, under number VR 304<br>VAT registration number: DE 129513253<br>Tax number: 143/300/01004  |
| <b>Data protection officer</b>                     | ADAC e.V.<br>Datenschutzbeauftragter<br>Hansastraße 19 · 80686 München/Germany<br>Fax: +49 89 76 76 53 62<br>E-mail: dsb-mail@adac.de  |
| <b>Purpose of processing</b>                       | <b>Issuing and handling of a Carnet de Passages</b>  |
| <b>Data subjects</b>                               | Carnet holder, guarantor in the case of a bank guarantee or deposit, vehicle owner, contact person   |
| <b>Data categories / criticality</b>               | To be able to issue a Carnet de Passages, we collect the following data of the applicant and, if applicable, the vehicle owner: last name, first name, address, membership number, phone number, e-mail address, date and place of birth, nationality, passport/ID (issued on, issued by), vehicle details, contact person (last name, first name, address, phone number, e-mail address), destinations (country/region), residence permit, if applicable (issued on, valid until, issued by xy authority), banking information (last name, first name and address as well as banking details of the authorised recipient of the deposit refund)                                     |
| <b>Purpose of processing</b>                       | The Carnet holder's personal data and the vehicle details are collected, processed and used for the purposes specified in the Commitment, to safeguard our legitimate interests (e.g. to prevent fraud) and to conclude, perform or, if applicable, terminate the contract by ADAC e.V., the AIT/FIA as the governing federations, the relevant national automobile clubs (worldwide), and the competent reinsurer and authorities (including, without limitation, customs authorities)  |
| <b>Legal basis of processing (Art. 6(1), GDPR)</b> | <ol style="list-style-type: none"> <li>a. Performance of a contract to which the data subject is party (Art. 6(1) (b), GDPR);</li> <li>b. Compliance with a legal obligation to which the controller is subject (Art. 6(1) (c), GDPR);</li> <li>c. Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party (Art. 6(1) (f), GDPR);</li> <li>d. Performance of a task carried out in the public interest (Art. 6(1) (e), GDPR)</li> </ol>   |
| <b>Retention and/or erasure</b>                    | We will erase your personal data once they are no longer necessary for the above-mentioned purposes. We may need to keep personal data for as long as any claims can be brought against ADAC (legal period of limitation: three to thirty years). In addition, ADAC will store personal data to the extent and for as long as required by law. Our relevant requirements to produce evidence of compliance and retain data are set forth, among others, in the German Commercial Code (Handelsgesetzbuch), General Fiscal Code (Abgabenordnung) and Money Laundering Act (Geldwäschegesetz). To comply with the above legislation, we may be required to retain data up to ten years |

## Right to object (Art. 21, GDPR)

You have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data. ADAC will then no longer process your personal data unless we prove compelling legitimate grounds for the processing which override your interests, rights and freedoms, or continued processing is required to establish, exercise and defend legal claims. You can send your objection to us at any time by mail, fax or e-mail. Address: ADAC e.V., Grenzverkehr, Hansastrasse 19, 80686 München/Germany, fax +49 89 76 76 33 11 or E-mail: cdp@adac.de. Re: "Widerspruch/Berechtigte Interessen"

## Rights of data subjects (Art. 15-20, GDPR)

- Right to obtain information about the personal data stored by us pursuant to Art. 15, GDPR; this includes, without limitation, information about the purposes of the processing, the categories of the personal data concerned, the categories of recipients, the envisaged period of storage, the source of your data if they were not collected from yourself
- Right to have inaccurate data rectified or incomplete data completed pursuant to Art. 16, GDPR
- Right to have your data stored by us erased pursuant to Art. 17, GDPR, if no other legal or contractual storage periods apply or if we have no other legal obligation and/or right to retain data
- Right to restrict the processing of your data pursuant to Art. 18, GDPR, if you contest the accuracy of the data, if processing is unlawful and you oppose the erasure of the data, if ADAC no longer needs the data, but you need them for making, exercising or defending legal claims or if you have objected to the processing pursuant to Art. 21, GDPR
- Right to data portability pursuant to Art. 20, GDPR, i.e. the right to receive the personal data you provided to us and that are stored by us in a commonly used and machine-readable format and to request that those data be transmitted to another controller
- Right to lodge a complaint with a supervisory authority. The supervisory authority having jurisdiction over ADAC e.V. is the Bavarian Data Protection Authority: Bayerisches Landesamt für Datenschutzaufsicht (BayLDA)

In addition to the above, the general data protection information for members apply:  
<https://www.adac.de/datenschutz-dsgvo/mitgliedschaft/>

## Disclosure to third parties

The Carnet holder's personal data and the vehicle details are collected, processed and used for the purposes specified in the Commitment, to safeguard our legitimate interests (e.g. to prevent fraud) and to conclude, perform or, if applicable, terminate the contract by ADAC e.V., the AIT/FIA as the governing federations, the relevant national automobile clubs (worldwide), and the competent reinsurer and authorities (including, without limitation, customs authorities). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines

## 3) Where and how to apply

Send your application documents for the Carnet de Passages to the ADAC head office in Munich.

### We need the following documents:

- Completed **application form** and signed Commitment (included in this brochure). If your vehicle registration papers do not include the engine number, please copy it from the engine block.
- **If you are not the owner of the vehicle** (i.e. if the applicant and the owner are two different persons), the vehicle owner must sign the Collateral Promise for the application for a one-year Carnet de Passages (additional form). We also need a copy of the vehicle owner's passport.
- If the applicant is a legal entity and/or the vehicle is registered in the name of a legal entity, we also need some evidence of the signatory's authority. For further information, please contact the ADAC Customs Documents (Grenzverkehr) team.
- It is important that you name a **contact person** indicating her/his complete name, address and telephone number. Companies should specify the relevant person in charge.
- The **security** can be provided by **bank transfer (deposit) or in the form of a bank guarantee**. We only accept ADAC bank guarantee forms. For the amount of the security, please refer to the table of fees.
- **Passport or identity card** (copy) and document certifying residence in an EU country (copy), if any. **The residence permit/visa must be valid for at least 3 years from the date of Carnet de Passages issue**. Please attach a copy of your residence permit/visa to your Carnet de Passages application.
- **Passport or identity card** (copy) and document certifying residence in an EU country (copy), if any. **The residence permit/ visa must be valid for at least 3 years from the issuing date of the Carnet de Passages**. Please attach a copy of your residence permit/ visa to your Carnet de Passages application.

With regard to the photocopy of the passport/identity card, the following applies:

- *The copy will be used for identification purposes only.*
  - *The copy must be recognisable as such (marked as a copy).*
  - *You are required to blacken any data not needed for identification on the copy. This specifically applies to the CAN (Card Access Number) and the serial number printed on the (German) identity card.*
  - *We will immediately destroy the copy when the intended purpose (identification) has been achieved.*
  - *In compliance with the PassG (German Passport Act) and PAuswG (German Identity Card Act), the storage of passport/identity card data is not allowed and such data will not be stored by us.*
- **Vehicle registration papers** (copy) (if you have an export plate, provide the international registration certificate, if available)
  - Copy of a **membership card of a FIA-affiliated automobile club**

The issuing of the Carnet de Passages is subject to a **fee** as detailed in the table of fees.

You can send the application documents by post or e-mail.

If you send the application documents by e-mail, we strongly advise to use encryption.

If you don't have this option, we recommend using primary the post.

#### 4) After receipt of the Carnet de Passages

Make sure to check all entries before your trip, i.e. the **technical and personal data**, the **validity date** and the **blocked countries** (see back cover). Please also make sure your **Carnet is complete** (25 pages plus 1-page Certificate of Location). We disclaim any responsibility for any inaccuracy.

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

#### 5) Which stamps are required on the customs document (Carnet de Passages)?

The Carnet de Passages consists of 25 pages comprising a counterfoil and 2 vouchers each and the Certificate of Location (page 26).

Let us briefly explain the correct use:

**CARNET DE PASSAGES EN DOUANE  
COUNTERFOIL  
SOUCHE**

1 Importation into / L'entrée en... CPD no. Valid until / Valable jusqu'à...  
2 of the vehicle described in this carnet / du véhicule décrit dans ce carnet  
3 Issued by / Délivré par...  
4 Description from / La sortie de...  
5 took place on / a eu lieu le...  
6 at the customs office of / par le bureau de douane de...  
7 Customs officer's signature / Signature de l'agent de la douane

#### COUNTERFOIL - SOUCHE

(page 1-25)

To be stamped and signed by the customs officer in line 7 on entry and exit and to remain in the Carnet.

**CARNET DE PASSAGES EN DOUANE  
EXPORTATION VOUCHER  
VOLET DE SORTIE**

1 Holder (name, address) / Titulaire (nom, adresse) C, D no. Valid until / Valable jusqu'à...  
2 Issued by / Délivré par... Inclusive / inclus  
3 Description of vehicle / Description du véhicule  
4 Registered in / enregistré en... under no. / sous le n°  
5 Year of manufacture / Année de construction  
6 Net weight of vehicle / Poids net du véhicule (kg)  
7 Value of vehicle / Valeur du véhicule  
8 Chassis no. / Numéro du châssis  
9 Make / Marque  
10 Engine no. / Moteur n°  
11 Make / Marque  
12 No. of cylinders / Nombre de cylindres  
13 Horsepower / Nb. de chevaux  
14 Coachwork / Carrosserie  
15 Type (car, ferry... / voiture, camion...)  
16 Colour / Couleur  
17 Upholstery / Garnitures intérieures  
18 No. seats or carrying capacity / Nombre de places ou C.U.  
19 Equipment / Équipement  
20 Radio (make) / Appareil radio (marque)  
21 Spare tyres / Pneus de rechange  
22 Other particulars / Divers  
23 Customs officer's signature / Signature de l'agent de la douane  
24 To be returned to the customs office / À retourner au bureau de douane de...  
25 where the carnet was issued / où le carnet a été délivré

#### EXPORTATION VOUCHER - VOLET DE SORTIE

(page 1-25)

To be stamped, signed and detached by the customs officer on exit.

**CARNET DE PASSAGES EN DOUANE  
IMPORTATION VOUCHER  
VOLET D'ENTRÉE**

1 Holder (name, address) / Titulaire (nom, adresse) C, D no. Valid until / Valable jusqu'à...  
2 Issued by / Délivré par... Inclusive / inclus  
3 Description of vehicle / Description du véhicule  
4 Registered in / enregistré en... under no. / sous le n°  
5 Year of manufacture / Année de construction  
6 Net weight of vehicle / Poids net du véhicule (kg)  
7 Value of vehicle / Valeur du véhicule  
8 Chassis no. / Numéro du châssis  
9 Make / Marque  
10 Engine no. / Moteur n°  
11 Make / Marque  
12 No. of cylinders / Nombre de cylindres  
13 Horsepower / Nb. de chevaux  
14 Coachwork / Carrosserie  
15 Type (car, ferry... / voiture, camion...)  
16 Colour / Couleur  
17 Upholstery / Garnitures intérieures  
18 No. seats or carrying capacity / Nombre de places ou C.U.  
19 Equipment / Équipement  
20 Radio (make) / Appareil radio (marque)  
21 Spare tyres / Pneus de rechange  
22 Other particulars / Divers  
23 Customs officer's signature / Signature de l'agent de la douane  
24 Date of importation / Date d'entrée  
25 Customs office of importation / Bureau de douane d'entrée

#### IMPORTATION VOUCHER - VOLET D'ENTRÉE

(page 1-25)

To be stamped, signed and detached by the customs officer on entry.

#### CERTIFICATE OF LOCATION CERTIFICAT DE PRÉSENCE

Name of country / Nom du pays  
The undersigned authority / l'autorité soussignée certifies that this day / certifie que ce jour  
a vehicle was produced at / un véhicule a été présenté à  
by / par

This vehicle is described in the carnet de passages mentioned hereunder / Ce véhicule est décrit dans le carnet de passages mentionné ci-dessous

DESCRIPTION OF VEHICLE / SIGNALLEMENT DU VÉHICULE

1 Year of manufacture / Année de construction  
2 Net weight of vehicle / Poids net du véhicule (kg)  
3 Value of vehicle / Valeur du véhicule  
4 Chassis no. / Numéro du châssis  
5 Make / Marque  
6 Engine no. / Moteur n°  
7 Make / Marque  
8 No. of cylinders / Nombre de cylindres  
9 Horsepower / Nb. de chevaux  
10 Coachwork / Carrosserie

A. This examination has been made on presentation of the carnet de passages issued for the vehicle described here. / Cet examen a été effectué sur présentation du carnet de passages délivré pour le véhicule décrit ci-dessus.

B. No temporary importation papers were produced / Il n'a été présenté aucun titre d'importation temporaire

#### CERTIFICATE OF LOCATION CERTIFICAT DE PRÉSENCE

(page 26)

To be stamped by the respective country's customs office after return to the country of vehicle registration. Alternatively, you will need to have the Certificate of Location confirmed by an EU customs office.

Please note: the date and customs stamp must be CLEARLY legible.

The foreign customs office confirms the border crossing by stamping the importation voucher and taking it out of the Carnet on entry and by stamping the exportation voucher and taking it out of the Carnet on exit. In addition, the relevant counterfoil is stamped on entry and exit. **It is vital that the counterfoil is correctly completed! Therefore, you need to verify that for each entry stamp your Carnet includes an exit stamp and a date.**

**Please make absolutely sure that no unused or incorrectly completed counterfoils (stubs) and/or entire pages are removed from the Carnet.** If necessary, you must ask to have any removed stub(s)/page(s) returned to you. Any stub(s)/page(s) of the Carnet incorrectly filled in by the customs officer should be marked accordingly, and the next page should be used. **Incomplete Carnets will be treated the same as lost Carnets (see item 7).**

**When returning to Europe**, you have to present your vehicle to a customs office in the country of vehicle registration or a customs office in the European Union and have the last page of the Carnet (page 26 – CERTIFICATE OF LOCATION) stamped and signed by the customs officer. It does not matter if the Carnet is still valid or has already expired. **A confirmation by other authorities (police, mayor, court officer and similar) as specified in the Carnet text will not be accepted.**

**If the Carnet de Passages is unused and complete, there is no need to have the Certificate of Location stamped and signed.**

Returning a used Carnet de Passages **without a confirmed Certificate of Location and/or customs clearance papers** (see item 8) may delay the release of the security for defined periods of time (cf. international Conventions and periods of prescription applicable in the different countries), i.e. waiting times of several years have to be expected.

### 5.1. Costs of settlement

If the exportation voucher is not properly stamped and signed on exit, many foreign customs authorities charge settlement fees (e.g. cancellation fees). This amount is not included in the issuing fee and has to be paid separately.

## 6) Extension of the Carnet de Passages

If the vehicle cannot be re-exported from a country during the Carnet's period of validity, it is possible to extend the validity of the document. Normally, the maximum extension period is 3 months and it is generally granted by the local automobile club in the respective country. Since extension processing procedures vary depending on the country, make sure to enquire in time (at least 4-6 weeks before your permission to stay and your vehicle's temporary import permission and/or your Carnet expire) and consult the ADAC head office in Munich. Any extension of your Carnet is subject to the foreign customs authority's consent. After approval by the customs authority, the partner club and, where required, the foreign customs authority will notify us and ask for our consent. We will give our consent after we have received the extension fee by bank transfer.

*Please note: an extended Carnet de Passages may not be accepted by the foreign customs authorities in the countries to which the vehicle is taken after the extension.*

### 6.1. Return/onward journey

If you intend to continue your journey into other countries, you will need a Follow-up Carnet. To apply for a Follow-up Carnet, submit the same documents (item 3) as for the initial Carnet to the ADAC head office in Munich 6-8 weeks before your current Carnet expires. The replacement Carnet can be shipped worldwide using DHL (at your charge). The security can be transferred if the amount is sufficient for the new destinations; if not, the amount has to be increased. The issuing fee has to be paid a second time. The current table of fees shall apply.

On leaving a country, the old Carnet has to be stamped and the new Carnet has to be presented for entering another country.

## 7) Loss of the customs document

Should you lose your Carnet de Passages, you must promptly inform the ADAC head office in Munich in writing. However, the Certificate of Location must not be confirmed by the customs office in the country of vehicle registration or a customs office in the European Union until **after expiry of the validity** of the lost Carnet. This also applies when a replacement Carnet has been issued.

**You are strongly advised to bear this in mind if you consider selling your vehicle.** The **security** will not be **released** before the confirmed Certificate of Location has been received at the ADAC head office.

If you need a replacement Carnet, file a new application and submit the documents mentioned under item 3 again. The security can be transferred. The issuing fee has to be paid a second time. If you are staying abroad, we recommend that you involve the contact person indicated on the application. The replacement Carnet will be issued for the same period of validity.

If you have lost your Carnet in a country where a Carnet is required, you should contact the local automobile club and the local customs office to ensure that your vehicle can exit the country without any problems.

## 8) The vehicle cannot be returned to the country of vehicle registration

Although you have signed the Commitment and thus confirmed to re-export the vehicle from the country visited, this may not be possible for a number of reasons (e.g. accident, write-off and scrapping, vehicle sale, theft, etc.).

In this case, the following applies:

You must have the customs clearance and/or scrapping confirmed in the Carnet de Passages on the exportation voucher, the counterfoil and the Certificate of Location (page 26) by the foreign customs authority. **In addition, the relevant customs authority must issue and stamp a customs clearance or scrapping certificate quoting the chassis number and the engine number.** The customs clearance or scrapping certificate must also confirm that no further customs claims exist. Please send a copy of the certificate and the Carnet de Passages to ADAC. Unless a document is issued in several languages, request a **sworn translator** to provide a **certified translation** into the German or English language. **Translation costs will be your responsibility.**

### Examples:

- You enter 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 and/or scrapped under customs supervision. The local customs officer must confirm the customs clearance and/or scrapping in the Carnet and issue a customs clearance or scrapping certificate. Any such certificate must indicate the chassis number and the engine number for positive identification of the vehicle. In addition, a receipt for the payment of the customs duties and taxes has to be issued.
- You enter a **country** where **no Carnet de Passages is required** and the vehicle remains in this country: the local customs authority has to stamp the Certificate of Location and issue a customs clearance and/or scrapping certificate. Any such certificate must indicate the chassis number and the engine number. In addition, a receipt for the payment of the customs duties and taxes has to be issued.

If your vehicle was **stolen**, you need to file a police report. Regardless of a theft report, the customs authority is authorised to demand payment of the customs duties and taxes even if you originally intended to re-export the vehicle. We recommend that you contact the foreign automobile club for assistance.

## 9) Customs risks

If your Carnet de Passages shows an entry stamp yet no evidence of the vehicle's exit, the foreign customs authority will assume that your vehicle has been left in the country.

### Customs claim procedure:

The foreign customs authority will demand proof of the re-exportation of the vehicle or proof of the customs clearance, scrapping, etc. from ADAC (as the club which issued the Carnet). In such cases, ADAC is obliged to furnish such proof. If the documents you provided fail to provide this proof, you are liable to pay the full amount of the customs duties. This customs amount may be a multiple of the security, and payment is enforceable by court action.

Please note that customs authorities occasionally demand an official document confirming the vehicle's location also if the Carnet de Passages was stamped correctly (= customs-confirmed Certificate of Location, customs clearance or scrapping certificates).

## 1o) Return of the Carnet de Passages

The Carnet de Passages must be returned to ADAC on or before the expiry of its validity. **Any pages/stubs (counterfoils) not used or filled in incorrectly must not be removed.** Please also note item 5.

Have the **Certificate of Location** confirmed by a customs office in the country of vehicle registration or an EU customs office **before returning the Carnet.** If the vehicle remains abroad, please send the Carnet and the relevant customs clearance papers (**with certified translation into German or English, if applicable**) to ADAC (see item 8).

If the Carnet has not been used, no confirmation of the Certificate of Location will be necessary. There will be no refund of the issuing fee for Carnets that remain unused.

Send the Carnet directly to the ADAC head office in Munich (address stated below) by **registered mail**. We recommend to make copies of the Carnet de Passages and the customs clearance papers, if any, before you post the originals.

The ADAC head office in Munich will verify the entries in the Carnet and/or the customs clearance papers and **release the security subject to the Carnet's proper cancellation**. Please note that **bank guarantees** will be returned directly to the bank for cancellation without further notice to you. The **deposit** will be transferred to the account of the **authorised recipient** indicated in the Carnet application. **Cash refunds are not possible.**

## Recommendation

We recommend to contact your Foreign Office, the relevant embassies or consulates general for information about the entry regulations (travel warnings, information on current safety, etc.) applicable from time to time. ADAC will always endeavour to pass on up-to-date information to you. Nevertheless, we shall not be liable that any such information is complete or accurate.

## Brochure published by:

|  |                          |           |                    |
|--|--------------------------|-----------|--------------------|
|  | <b>ADAC e.V.</b>         | Phone:    | +49 89 76 76 63 38 |
|  | Grenzverkehr             | E-mail:   | cdp@adac.de        |
|  | Hansastraße 19           | Internet: | www.adac.de/cdp-en |
|  | 80686 München<br>Germany |           |                    |

Last update: 21 November 2019 – subject to change!

Please note the text of the Commitment on the following pages.

## 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 of the vehicle into other countries. I hereby declare for the benefit of the competent authorities in lieu of an oath and for the benefit of ADAC that the details stated by me in this Commitment are correct, that I have no residence under applicable local laws or customs law provisions in the countries for which the customs document has been applied for nor that I will take residence in any such country during the validity of the customs document. The vehicle listed in the customs document will only remain outside the country of origin in conformity 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 Carnet holder, it will not be changed structurally, neither sold, lent or hired out, given away, pledged nor made available for use 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 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 holder of the Carnet de Passages, regardless of whether or not the loss was caused intentionally or negligently.

### 3. Deposit/bank guarantee

The issuing of a Carnet de Passages is subject to a security with ADAC. The security can be made by the applicant or any third party (individual or legal entity) either by bank transfer into the ADAC account indicated in the application documents or by bank guarantee. Deposits made by bank transfer to the ADAC account will not accrue any interest during the period of deposit. The bank guarantee form attached to this Commitment must be used for bank guarantees. The amount of the security depends on the vehicle type, the current market value of the vehicle and the destination. The fee shown in the table of fees as amended at the time of the application shall apply. With respect to the competent domestic and international authorities, the national and international automobile clubs and other institutions, ADAC, as the issuer of the customs document, vouches for the compliance by the Carnet holder with any obligations in connection with customs documents issued by ADAC. ADAC is therefore obliged to pay any claims made by the aforementioned parties resulting from the use of a Carnet de Passages. Should any claims be made by the aforementioned parties, ADAC will contact the Carnet holder in writing with respect to the validity of the claim. Should the claim be valid, ADAC shall use the security or part of it to cover such claims.

### 4. Assumption of guarantee

For the event that ADAC is unable to fully satisfy the existing customs claim from the amount deposited and the Carnet holder ignores ADAC's request for payment (of the difference between the total amount of the customs claim and the security), ADAC has taken out insurance with Lloyd's of London to cover the risk of claims lodged by the above parties.

Where Lloyd's of London release ADAC from its obligations towards the above parties, the claims lodged against the Carnet holder (that have transferred from the above parties to ADAC) transfer to Lloyd's of London. Lloyd's of London have assigned the right for compensation arising from the payments made on the basis of the insurance contract to

Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ, United Kingdom

Therefore, Miller Insurance Services LLP are entitled to raise any existing claims from this customs document against the Carnet holder in their own name, including by legal action. By signing the document, the Carnet holder confirms knowledge of such entitlement of Miller Insurance Services LLP.

### 5. Obligations at and after re-exportation

The Carnet holder assumes the obligations towards ADAC listed below:

- to re-export the vehicle from the respective customs territory before the validity of the Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 5 of the attached information on the application and use of the Carnet de Passages), and

- to promptly return the cancelled Carnet (cf. item 5 of the attached information on the application and use of the Carnet de Passages) to ADAC together with the vehicle-related Certificate of Location confirmed by the customs office (cf. items 5, 8 and 10 of the attached information on the application and use of the Carnet de Passages) after termination of the journey, however no later than 4 weeks after expiry of the customs document.

If the Carnet is not properly cancelled, additional cancellation fees may apply and be charged to the Carnet holder by ADAC.

**6. Obligations in the event of re-entry without vehicle**

When the re-exportation of the vehicle is not possible, e.g. owing to an accident, theft or for other reasons, the Carnet holder shall take every reasonable step to either have ownership of the vehicle unconditionally surrendered to the government or have the vehicle scrapped or customs-cleared under customs supervision. In any event, the Carnet holder shall be required to contact the local customs authorities. If required, the automobile club of the importing country may also be able to provide assistance. The Carnet holder shall ensure that the customs authority issues a customs clearance document including the complete vehicle data (chassis, engine no.) and irrevocably cancels the customs document. Item 5 last sentence of this Commitment shall apply accordingly.

**7. Obligations with respect to customs procedures**

The Carnet holder authorises ADAC (supported by Miller Insurance Services LLP, if required) to take, at his or her expense, any and all measures considered necessary regarding the processing of the customs document and any receivables and liabilities resulting thereof.

The Carnet holder undertakes to send all records required for this purpose to ADAC or Miller Insurance Services LLP upon first request and without delay. The Carnet holder undertakes to reimburse ADAC or Miller Insurance Services LLP for the costs and expenses claimed in connection with the settlement of a customs document and charged by the customs administration of the importing country. The amount due shall be the amount actually reimbursed by ADAC or Miller Insurance Services LLP for the customs claim. The applicant acknowledges that being the signatory of the application and/or the vehicle owner, he or she must assume full responsibility for any undertakings and obligations from this declaration.

**8. Liability**

ADAC shall endeavour to the best of its knowledge to provide up-to-date information and to issue the customs documents without delay and with due diligence. ADAC and Miller Insurance Services LLP, provided the latter are involved in the enforcement of the claim from the customs document or any subsequent settlement of the same, shall not be liable for damage of any kind, including but not limited to damage from incorrect or incomplete information and the processing of any customs claims unless such damage was caused by intent or gross negligence. Such limitation of liability shall not apply to damage or loss in respect of personal injury to life or limb or injury to health.

**9. Reimbursement of deposit or release of bank guarantee**

Upon return of the duly and definitely cancelled customs document by the Carnet holder, ADAC reserves the right to verify all entries in the customs document as to their compliance with the conditions and the importing countries' customs provisions. Such being the case, ADAC shall be obliged to disburse the deposit to the authorised recipient mentioned in the application form or, where a bank guarantee was provided, to inform the relevant bank about the release of the guarantee, and to return the bank guarantee document. ADAC shall not disburse any interest on the deposit. The deposit will be refunded by bank transfer from the ADAC head office in Munich. If the customs document is not used, the issuing fee will not be refunded.

**10. Data protection policy**

ADAC is the controller within the meaning of Art. 4(7), GDPR. The Carnet holder's personal data shall be processed for the purposes specified in the Commitment, to safeguard vested interests (e.g. to prevent fraud) pursuant to Art. 6(1) (f), GDPR and to conclude, perform or cancel the contract by ADAC e.V., the AIT/FIA in their quality as the governing federations, the competent national automobile club, reinsurer (Art. 6(1) (b), GDPR) and authorities (including, without limitation, the customs authorities, Art. 6(1) (e), GDPR). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines (Art. 6(1) (c), GDPR). No further use of personal data shall be made unless permitted by law or with the Carnet holder's prior consent. For detailed data protection information, please refer to item 2 of the attached information on the application and use of the Carnet de Passages.

**11. Applicable law and venue**

Any and all legal relationships resulting from this Commitment between ADAC and/or Miller Insurance Services LLP and the Carnet holder shall be subject to the laws of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, jurisdiction shall be vested in the courts of Munich.

|  |                    |  |
|--|--------------------|--|
| <b>Applicant:</b>  |                    |  |
| I hereby confirm that I have fully read and accepted the Commitment. I have also received and read the ADAC brochure "Information on the application and use of the Carnet de Passages" which contains the complete data protection information. |                    |  |
| <br>_____<br>Place, Date  | _____<br>Signature | <div style="border: 1px solid black; width: 150px; height: 50px; margin: 0 auto;"></div> Company stamp |

**Carnet de Passages table of fees**

**Applicants shall transfer the deposit as well as the issuing fee in advance.**

| 1) Bank information |                              |                    |                                    |                                 |
|---------------------|------------------------------|--------------------|------------------------------------|---------------------------------|
| Account holder:     | Bank:                        | BIC:               | IBAN:                              | Payment reference:              |
| <b>ADAC e.V.</b>    | <b>Bayerische Landesbank</b> | <b>BYLADEMMXXX</b> | <b>DE13 7005 0000 0004 6160 16</b> | <b>Name + License Plate No.</b> |

| 2) Fees  |   |  |
|--|---|--|
| Valid for motorcycles, passenger cars, motorhomes, buses, lorries and trailers:                            |   |  |
|  | <b>For members of an automobile club</b><br>(automobile club must be affiliated to the FIA) | <b>No membership of an automobile club</b> |
| <b>Issuing Fee per Carnet de Passages</b>  | <b>€ 230</b>  | <b>€ 330</b>                               |
| <b>Additional Fee</b><br>(for vehicles with an export plate or registration outside the EU / EFTA)         | <b>€ 160</b>  | <b>€ 160</b>                               |
| <b>Dispatch Fees</b>   |   |  |
| The issuing fee includes the fee for standard dispatch by registered mail within Germany or the EU / EFTA. |   |  |
| <b>Dispatch by courier rather than registered mail will be charged extra:</b>                              |   |  |
| Region 1 – Germany   | <b>€ 25</b>   | <b>€ 25</b>                                |
| Region 2 – geographic Europe   | <b>€ 70</b>   | <b>€ 70</b>                                |
| Region 3 – other countries   | <b>€ 90</b>   | <b>€ 90</b>                                |

| 3) Guarantee / deposits   |   |                        |   |                        |  |                        |
|---|---|------------------------|---|------------------------|--|------------------------|
| For each Carnet de Passages (CdP) a security must be provided. The security can either be provided by transferring the relevant sum into ADAC's account (deposit) or by bank guarantee. The amount of the security depends on the country of destination as well as the vehicle type and value. |   |                        |   |                        |  |                        |
| Countries of Destination<br><br>Value of Vehicle  | 1. Egypt, India, Iran, Pakistan, Sri Lanka                                |                        | 2. Southern African Customs Union*  |                        | 3. Other destinations  |                        |
|   | CdP is valid in all Carnet-relevant countries, except for Libya and Syria |                        | CdP is valid in all Carnet-relevant countries, except in Egypt, India, Iran, Pakistan, Sri Lanka, Libya and Syria |                        | CdP is valid in all Carnet-relevant countries, except in Egypt, India, Iran, Pakistan, Sri Lanka, Libya, Syria and the Southern African Customs Union* |                        |
| Market value of vehicle in €<br>Value of vehicle at the time of your Carnet application   | Passenger car, Lorry, Motorhomes and other vehicles                       | Motorcycle and Trailer | Passenger car, Lorry, Motorhomes and other vehicles   | Motorcycle and Trailer | Passenger car, Lorry, Motorhomes and other vehicles  | Motorcycle and Trailer |
| <b>0 to 7,500</b>   | <b>5,000</b>  | <b>3,000</b>           | <b>5,000</b>  | <b>3,000</b>           | <b>2,500</b>   | <b>2,500</b>           |
| <b>7,501 to 15,000</b>  | <b>10,000</b>   | <b>5,000</b>           | <b>5,000</b>  | <b>3,000</b>           | <b>2,500</b>   | <b>2,500</b>           |
| <b>15,001 to 25,000</b>   | <b>15,000</b>   | <b>7,500</b>           | <b>7,500</b>  | <b>5,000</b>           | <b>5,000</b>   | <b>3,500</b>           |
| <b>25,001 to 50,000</b>   | <b>30,000</b>   | <b>15,000</b>          | <b>15,000</b>   | <b>7,500</b>           | <b>7,500</b>   | <b>5,000</b>           |
| <b>50,001 to 75,000</b>   | <b>45,000</b>   | <b>25,000</b>          | <b>20,000</b>   | <b>10,000</b>          | <b>10,000</b>  | <b>7,500</b>           |
| <b>75,001 to 100,000</b>  | <b>60,000</b>   | <b>35,000</b>          | <b>30,000</b>   | <b>15,000</b>          | <b>15,000</b>  | <b>10,000</b>          |
| <b>From 100,000</b>   | <b>Price upon request</b>   |                        | <b>Price upon request</b>   |                        | <b>Price upon request</b>  |                        |

\*Southern African Customs Union: South Africa, Namibia, Botswana, Swaziland and Lesotho

To provide a **bank guarantee**, the ADAC bank guarantee form must be used and confirmed by a bank. The original must be submitted along with the application documents.

**The above security amounts only apply to vehicles registered in the EU / EFTA.**

Last update: 04.01.2019

### Application for a one-year Carnet de Passages

Required:

- Application (3 pages), completed and signed by the applicant
- Copy of the vehicle registration papers
- Collateral Promise (additional 3-page form) to be completed and signed by the vehicle owner if the applicant is not the vehicle owner
- Copy of the extract from the register of companies (not more than 4 weeks old) if the vehicle is shown as a company vehicle in the vehicle registration papers
- Copy of the applicant's/vehicle owner's passport or identity card (cf. Information on the application and use of the Carnet de Passages, item 3)
- Copy of a membership card of a FIA-affiliated automobile club
- Transfer of issuing fee in advance
- Transfer of the deposit in advance or original bank guarantee (in the case of first-time application only)

Incomplete applications will be returned to the applicant and delay the Carnet application process. Any misrepresentation may result in the vehicle being rejected at the border or establish liability under customs law. A separate application has to be completed for each vehicle and for each trailer.

| 1) General information on the Carnet de Passages   |   |   |
|--|---|---|
| When do you want the Carnet to become valid?<br><br><div style="text-align: right; color: red; font-size: small;">             Maximum predating period: 28 days<br/>             Example: issued by ADAC on 1 Mar 2019, validity starts on 29 Mar 2019 at the latest           </div>   | When do you need to receive the Carnet at the latest? (registered mail/DHL)<br><br><div style="text-align: right; color: red; font-size: small;">             Note: delivery times vary depending on the country and dispatch option           </div>                             |   |
| <b>Different Dispatch Address</b> (if the Carnet has not to be sent to your address)   |   |   |
| Family, First name/Company name  | Street & No.  |   |
| Postcode, City/Town  | Country   |   |
| <b>Countries of destination (countries you take the vehicle to)</b><br><input type="checkbox"/> <b>Egypt, India, Iran, Pakistan, Sri Lanka</b><br><small>(cf. item 1 of the table of fees)</small><br><small>Valid in all Carnet-relevant countries, except for Libya and Syria</small><br><br><input type="checkbox"/> <b>Southern African Customs Union</b><br><small>(cf. item 2 of the table of fees)</small><br><small>(South Africa, Namibia, Botswana, Swaziland and Lesotho)</small><br><small>Carnet de Passages <b>not valid</b> in Egypt, India, Iran, Pakistan, Sri Lanka, Libya and Syria</small> |   |   |
| <input type="checkbox"/> <b>Other destinations (indicate country and/ or region)</b><br><small>(cf. item 3 of the table of fees)</small><br><small>Carnet de Passages <b>not valid</b> in Egypt, India, Iran, Pakistan, Sri Lanka, Libya, Syria and the Southern African Customs Union (South Africa, Namibia, Botswana, Swaziland and Lesotho)</small>  |   |   |
| <input type="checkbox"/> Carnet to be issued with Automobile Club Membership<br><input type="checkbox"/> Carnet to be issued without Automobile Club Membership  | ADAC Membership No.   | Another Automobile Club<br><small>(please attach copy of membership card)</small> |
| 2) Personal details of Carnet de Passages applicant  |   |   |
| Family/Company name  | First name  |   |
| Street & No.   | Postcode, City/Town, Country  |   |
| Phone No. incl. Area Code (daytime)  | Mobile Phone No.  | E-mail address  |
| Date of birth (dd/mm/yyyy)   | Nationality   | Place of birth  |
| <input type="checkbox"/> Passport<br><input type="checkbox"/> Identity card  | Issued On (dd/mm/yyyy)  | Issued by (Authority, City/Town)  |
| 3) Persons with residence permit in the EU   |   |   |
| <input type="checkbox"/> Residence permit<br><input type="checkbox"/> Visa   | Issued On (dd/mm/yyyy)  | Valid Until (dd/mm/yyyy)  |
| Issued by (authority, city/town)   | <div style="color: red; font-size: small;">             Note: the residence permit/visa must be valid for at least 3 years from the date of Carnet de Passages issue. Please attach a copy of your residence permit/visa to your Carnet de Passages application.           </div> |   |



#### **4. Assumption of guarantee**

For the event that ADAC is unable to fully satisfy the existing customs claim from the amount deposited and the Carnet holder ignores ADAC's request for payment (of the difference between the total amount of the customs claim and the security), ADAC has taken out insurance with Lloyd's of London to cover the risk of claims lodged by the above parties.

Where Lloyd's of London release ADAC from its obligations towards the above parties, the claims lodged against the Carnet holder (that have transferred from the above parties to ADAC) transfer to Lloyd's of London. Lloyd's of London have assigned the right for compensation arising from the payments made on the basis of the insurance contract to

Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ, United Kingdom

Therefore, Miller Insurance Services LLP are entitled to raise any existing claims from this customs document against the Carnet holder in their own name, including by legal action. By signing the document, the Carnet holder confirms knowledge of such entitlement of Miller Insurance Services LLP.

#### **5. Obligations at and after re-exportation**

The Carnet holder assumes the obligations towards ADAC listed below:

- to re-export the vehicle from the respective customs territory before the validity of the Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 5 of the attached information on the application and use of the Carnet de Passages), and
- to promptly return the cancelled Carnet (cf. item 5 of the attached information on the application and use of the Carnet de Passages) to ADAC together with the vehicle-related Certificate of Location confirmed by the customs office (cf. items 5, 8 and 10 of the attached information on the application and use of the Carnet de Passages) after termination of the journey, however no later than 4 weeks after expiry of the customs document.

If the Carnet is not properly cancelled, additional cancellation fees may apply and be charged to the Carnet holder by ADAC.

#### **6. Obligations in the event of re-entry without vehicle**

When the re-exportation of the vehicle is not possible, e.g. owing to an accident, theft or for other reasons, the Carnet holder shall take every reasonable step to either have ownership of the vehicle unconditionally surrendered to the government or have the vehicle scrapped or customs-cleared under customs supervision. In any event, the Carnet holder shall be required to contact the local customs authorities. If required, the automobile club of the importing country may also be able to provide assistance. The Carnet holder shall ensure that the customs authority issues a customs clearance document including the complete vehicle data (chassis, engine no.) and irrevocably cancels the customs document. Item 5 last sentence of this Commitment shall apply accordingly.

#### **7. Obligations with respect to customs procedures**

The Carnet holder authorises ADAC (supported by Miller Insurance Services LLP, if required) to take, at his or her expense, any and all measures considered necessary regarding the processing of the customs document and any receivables and liabilities resulting thereof.

The Carnet holder undertakes to send all records required for this purpose to ADAC or Miller Insurance Services LLP upon first request and without delay. The Carnet holder undertakes to reimburse ADAC or Miller Insurance Services LLP for the costs and expenses claimed in connection with the settlement of a customs document and charged by the customs administration of the importing country. The amount due shall be the amount actually reimbursed by ADAC or Miller Insurance Services LLP for the customs claim. The applicant acknowledges that being the signatory of the application and/or the vehicle owner, he or she must assume full responsibility for any undertakings and obligations from this declaration.

#### **8. Liability**

ADAC shall endeavour to the best of its knowledge to provide up-to-date information and to issue the customs documents without delay and with due diligence. ADAC and Miller Insurance Services LLP, provided the latter are involved in the enforcement of the claim from the customs document or any subsequent settlement of the same, shall not be liable for damage of any kind, including but not limited to damage from incorrect or incomplete information and the processing of any customs claims unless such damage was caused by intent or gross negligence. Such limitation of liability shall not apply to damage or loss in respect of personal injury to life or limb or injury to health.

#### **9. Reimbursement of deposit or release of bank guarantee**

Upon return of the duly and definitely cancelled customs document by the Carnet holder, ADAC reserves the right to verify all entries in the customs document as to their compliance with the conditions and the importing countries' customs provisions. Such being the case, ADAC shall be obliged to disburse the deposit to the authorised recipient mentioned in the application form or, where a bank guarantee was provided, to inform the relevant bank about the release of the guarantee, and to return the bank guarantee document. ADAC shall not disburse any interest on the deposit. The deposit will be refunded by bank transfer from the ADAC head office in Munich. If the customs document is not used, the issuing fee will not be refunded.

#### **10. Data protection policy**

ADAC is the controller within the meaning of Art. 4(7), GDPR. The Carnet holder's personal data shall be processed for the purposes specified in the Commitment, to safeguard vested interests (e.g. to prevent fraud) pursuant to Art. 6(1) (f), GDPR and to conclude, perform or cancel the contract by ADAC e.V., the AIT/FIA in their quality as the governing federations, the competent national automobile club, reinsurer (Art. 6(1) (b), GDPR) and authorities (including, without limitation, the customs authorities, Art. 6(1) (e), GDPR). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines (Art. 6(1) (c), GDPR). No further use of personal data shall be made unless permitted by law or with the Carnet holder's prior consent. For detailed data protection information, please refer to item 2 of the attached information on the application and use of the Carnet de Passages.

#### **11. Applicable law and venue**

Any and all legal relationships resulting from this Commitment between ADAC and/or Miller Insurance Services LLP and the Carnet holder shall be subject to the laws of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, jurisdiction shall be vested in the courts of Munich.

#### **Applicant:**

I hereby confirm that I have fully read and accepted the Commitment. I have also received and read the ADAC brochure "Information on the application and use of the Carnet de Passages" which contains the complete data protection information.

X

Place, Date

Applicant's Signature

Company Stamp

**Collateral Promise for the application for a one-year Carnet de Passages**

If the applicant is not the vehicle owner as shown in the vehicle registration papers, the vehicle owner is required to complete and sign this additional form.

| Personal details of Carnet de Passages applicant |  |                              |
|--|--|------------------------------|
| Family/ Company Name                             |  |                              |
| Street & No.                                     |  | Postcode, City/Town, Country |
| Date of birth (dd/mm/yyyy)                       |  |                              |

| 2) Data protection policy                          |   |
|--|---|
| <b>Duty to inform pursuant to Art. 13, GDPR</b>    | <b>Explanation</b>  |
| <b>Controller</b>                                  | <p>Allgemeiner Deutscher Automobil-Club e.V. (ADAC)<br/> Hansastraße 19<br/> 80686 München<br/> Phone: +49 89 76 76 0<br/> E-mail: adac@adac.de</p> <p>Represented by the Executive Board: Dr Dieter Nirschl, Lars Soutschka, Oliver Weissenberger<br/> Registered at: Munich local court, register of associations, under number VR 304<br/> VAT registration number: DE 129513253<br/> Tax number: 143/300/01004</p>  |
| <b>Data protection officer</b>                     | <p>ADAC e.V.<br/> Datenschutzbeauftragter<br/> Hansastraße 19 · 80686 München/Germany<br/> Fax: +49 89 76 76 53 62<br/> E-mail: dsb-mail@adac.de</p>  |
| <b>Purpose of processing</b>                       | <b>Issuing and handling of a Carnet de Passages</b>   |
| <b>Data subjects</b>                               | Carnet holder, guarantor in the case of a bank guarantee or deposit, vehicle owner, contact person  |
| <b>Data categories / criticality</b>               | To be able to issue a Carnet de Passages, we collect the following data of the applicant and, if applicable, the vehicle owner: last name, first name, address, membership number, phone number, e-mail address, date and place of birth, nationality, passport/ID (issued on, issued by), vehicle details, contact person (last name, first name, address, phone number, e-mail address), destinations (country/region), residence permit, if applicable (issued on, valid until, issued by xy authority), banking information (last name, first name and address as well as banking details of the authorised recipient of the deposit refund)  |
| <b>Purpose of processing</b>                       | The Carnet holder's personal data and the vehicle details are collected, processed and used for the purposes specified in the Commitment, to safeguard our legitimate interests (e.g. to prevent fraud) and to conclude, perform or, if applicable, terminate the contract by ADAC e.V., the AIT/FIA as the governing federations, the relevant national automobile clubs (worldwide), and the competent reinsurer and authorities (including, without limitation, customs authorities)   |
| <b>Legal basis of processing (Art. 6(1), GDPR)</b> | <ul style="list-style-type: none"> <li>a. Performance of a contract to which the data subject is party (Art. 6(1) (b), GDPR);</li> <li>b. Compliance with a legal obligation to which the controller is subject (Art. 6(1) (c), GDPR);</li> <li>c. Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party (Art. 6(1) (f), GDPR);</li> <li>d. Performance of a task carried out in the public interest (Art. 6(1) (e), GDPR)</li> </ul>  |
| <b>Retention and/or erasure</b>                    | <p>We will erase your personal data once they are no longer necessary for the above-mentioned purposes. We may need to keep personal data for as long as any claims can be brought against ADAC (legal period of limitation: three to thirty years).</p> <p>In addition, ADAC will store personal data to the extent and for as long as required by law.</p> <p>Our relevant requirements to produce evidence of compliance and retain data are set forth, among others, in the German Commercial Code (Handelsgesetzbuch), General Fiscal Code (Abgabenordnung) and Money Laundering Act (Geldwäschegesetz). To comply with the above legislation, we may be required to retain data up to ten years</p> |
| <b>Right to object (Art. 21, GDPR)</b>             | You have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data. ADAC will then no longer process your personal data unless we prove compelling legitimate grounds for the processing which override your interests, rights and freedoms, or continued processing is required to establish, exercise and defend legal claims. You can send your objection to us at any time by mail, fax or e-mail. Address: ADAC e.V., Grenzverkehr, Hansastraße 19, 80686 München/Germany, fax +49 89 76 76 33 11 or E-mail: cdp@adac.de. Re: "Widerspruch/Berechtigte Interessen"  |

|  |  |
|--|--|
| <p><b>Rights of data subjects (Art. 15-20, GDPR)</b></p> | <ul style="list-style-type: none"> <li>• Right to obtain information about the personal data stored by us pursuant to Art. 15, GDPR; this includes, without limitation, information about the purposes of the processing, the categories of the personal data concerned, the categories of recipients, the envisaged period of storage, the source of your data if they were not collected from yourself</li> <li>• Right to have inaccurate data rectified or incomplete data completed pursuant to Art. 16, GDPR</li> <li>• Right to have your data stored by us erased pursuant to Art. 17, GDPR, if no other legal or contractual storage periods apply or if we have no other legal obligation and/or right to retain data</li> <li>• Right to restrict the processing of your data pursuant to Art. 18, GDPR, if you contest the accuracy of the data, if processing is unlawful and you oppose the erasure of the data, if ADAC no longer needs the data, but you need them for making, exercising or defending legal claims or if you have objected to the processing pursuant to Art. 21, GDPR</li> <li>• Right to data portability pursuant to Art. 20, GDPR, i.e. the right to receive the personal data you provided to us and that are stored by us in a commonly used and machine-readable format and to request that those data be transmitted to another controller</li> <li>• Right to lodge a complaint with a supervisory authority. The supervisory authority having jurisdiction over ADAC e.V. is the Bavarian Data Protection Authority: Bayerisches Landesamt für Datenschutzaufsicht (BayLDA)</li> </ul> <p>In addition to the above, the general data protection information for members apply:<br/> <a href="https://www.adac.de/datenschutz-dsgvo/mitgliedschaft/">https://www.adac.de/datenschutz-dsgvo/mitgliedschaft/</a></p> |
| <p><b>Disclosure to third parties</b></p>                | <p>The Carnet holder's personal data and the vehicle details are collected, processed and used for the purposes specified in the Commitment, to safeguard our legitimate interests (e.g. to prevent fraud) and to conclude, perform or, if applicable, terminate the contract by ADAC e.V., the AIT/FIA as the governing federations, the relevant national automobile clubs (worldwide), and the competent reinsurer and authorities (including, without limitation, customs authorities). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines</p>   |

## 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 of the vehicle into other countries. I hereby declare for the benefit of the competent authorities in lieu of an oath and for the benefit of ADAC that the details stated by me in this Commitment are correct, that I have no residence under applicable local laws or customs law provisions in the countries for which the customs document has been applied for nor that I will take residence in any such country during the validity of the customs document. The vehicle listed in the customs document will only remain outside the country of origin in conformity 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 Carnet holder, it will not be changed structurally, neither sold, lent or hired out, given away, pledged nor made available for use 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 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 holder of the Carnet de Passages, regardless of whether or not the loss was caused intentionally or negligently.

### **3. Deposit/bank guarantee**

The issuing of a Carnet de Passages is subject to a security with ADAC. The security can be made by the applicant or any third party (individual or legal entity) either by bank transfer into the ADAC account indicated in the application documents or by bank guarantee. Deposits made by bank transfer to the ADAC account will not accrue any interest during the period of deposit. The bank guarantee form attached to this Commitment must be used for bank guarantees. The amount of the security depends on the vehicle type, the current market value of the vehicle and the destination. The fee shown in the table of fees as amended at the time of the application shall apply. With respect to the competent domestic and international authorities, the national and international automobile clubs and other institutions, ADAC, as the issuer of the customs document, vouches for the compliance by the Carnet holder with any obligations in connection with customs documents issued by ADAC. ADAC is therefore obliged to pay any claims made by the aforementioned parties resulting from the use of a Carnet de Passages. Should any claims be made by the aforementioned parties, ADAC will contact the Carnet holder in writing with respect to the validity of the claim. Should the claim be valid, ADAC shall use the security or part of it to cover such claims.

### **4. Assumption of guarantee**

For the event that ADAC is unable to fully satisfy the existing customs claim from the amount deposited and the Carnet holder ignores ADAC's request for payment (of the difference between the total amount of the customs claim and the security), ADAC has taken out insurance with Lloyd's of London to cover the risk of claims lodged by the above parties.

Where Lloyd's of London release ADAC from its obligations towards the above parties, the claims lodged against the Carnet holder (that have transferred from the above parties to ADAC) transfer to Lloyd's of London. Lloyd's of London have assigned the right for compensation arising from the payments made on the basis of the insurance contract to

Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ, United Kingdom

Therefore, Miller Insurance Services LLP are entitled to raise any existing claims from this customs document against the Carnet holder in their own name, including by legal action. By signing the document, the Carnet holder confirms knowledge of such entitlement of Miller Insurance Services LLP.

### **5. Obligations at and after re-exportation**

The Carnet holder assumes the obligations towards ADAC listed below:

- to re-export the vehicle from the respective customs territory before the validity of the Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 5 of the attached information on the application and use of the Carnet de Passages), and
- to promptly return the cancelled Carnet (cf. item 5 of the attached information on the application and use of the Carnet de Passages) to ADAC together with the vehicle-related Certificate of Location confirmed by the customs office (cf. items 5, 8 and 10 of the attached information on the application and use of the Carnet de Passages) after termination of the journey, however no later than 4 weeks after expiry of the customs document.

If the Carnet is not properly cancelled, additional cancellation fees may apply and be charged to the Carnet holder by ADAC.

### **6. Obligations in the event of re-entry without vehicle**

When the re-exportation of the vehicle is not possible, e.g. owing to an accident, theft or for other reasons, the Carnet holder shall take every reasonable step to either have ownership of the vehicle unconditionally surrendered to the government or have the vehicle scrapped or customs-cleared under customs supervision. In any event, the Carnet holder shall be required to contact the local customs authorities. If required, the automobile club of the importing country may also be able to provide assistance. The Carnet holder shall ensure that the customs authority issues a customs clearance document including the complete vehicle data (chassis, engine no.) and irrevocably cancels the customs document. Item 5 last sentence of this Commitment shall apply accordingly.

### 7. Obligations with respect to customs procedures

The Carnet holder authorises ADAC (supported by Miller Insurance Services LLP, if required) to take, at his or her expense, any and all measures considered necessary regarding the processing of the customs document and any receivables and liabilities resulting thereof.

The Carnet holder undertakes to send all records required for this purpose to ADAC or Miller Insurance Services LLP upon first request and without delay. The Carnet holder undertakes to reimburse ADAC or Miller Insurance Services LLP for the costs and expenses claimed in connection with the settlement of a customs document and charged by the customs administration of the importing country. The amount due shall be the amount actually reimbursed by ADAC or Miller Insurance Services LLP for the customs claim. The applicant acknowledges that being the signatory of the application and/or the vehicle owner, he or she must assume full responsibility for any undertakings and obligations from this declaration.

### 8. Liability

ADAC shall endeavour to the best of its knowledge to provide up-to-date information and to issue the customs documents without delay and with due diligence. ADAC and Miller Insurance Services LLP, provided the latter are involved in the enforcement of the claim from the customs document or any subsequent settlement of the same, shall not be liable for damage of any kind, including but not limited to damage from incorrect or incomplete information and the processing of any customs claims unless such damage was caused by intent or gross negligence. Such limitation of liability shall not apply to damage or loss in respect of personal injury to life or limb or injury to health.

### 9. Reimbursement of deposit or release of bank guarantee

Upon return of the duly and definitely cancelled customs document by the Carnet holder, ADAC reserves the right to verify all entries in the customs document as to their compliance with the conditions and the importing countries' customs provisions. Such being the case, ADAC shall be obliged to disburse the deposit to the authorised recipient mentioned in the application form or, where a bank guarantee was provided, to inform the relevant bank about the release of the guarantee, and to return the bank guarantee document. ADAC shall not disburse any interest on the deposit. The deposit will be refunded by bank transfer from the ADAC head office in Munich. If the customs document is not used, the issuing fee will not be refunded.

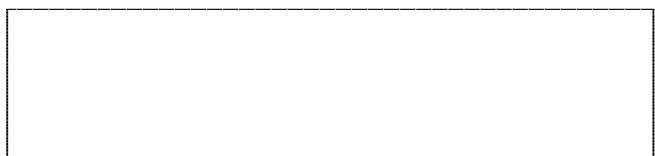
### 10. Data protection policy

ADAC is the controller within the meaning of Art. 4(7), GDPR. The Carnet holder's personal data shall be processed for the purposes specified in the Commitment, to safeguard vested interests (e.g. to prevent fraud) pursuant to Art. 6(1) (f), GDPR and to conclude, perform or cancel the contract by ADAC e.V., the AIT/FIA in their quality as the governing federations, the competent national automobile club, reinsurer (Art. 6(1) (b), GDPR) and authorities (including, without limitation, the customs authorities, Art. 6(1) (e), GDPR). Personal data will not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines (Art. 6(1) (c), GDPR). No further use of personal data shall be made unless permitted by law or with the Carnet holder's prior consent. For detailed data protection information, please refer to item 2 of the attached information on the application and use of the Carnet de Passages.

### 11. Applicable law and venue

Any and all legal relationships resulting from this Commitment between ADAC and/or Miller Insurance Services LLP and the Carnet holder shall be subject to the laws of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, jurisdiction shall be vested in the courts of Munich.

| Vehicle Details         |               |   |
|-------------------------|---------------|---|
| Country of registration | Licence plate | Vehicle identification number (VIN/chassis no.) |

|   |                              |   |
|---|------------------------------|---|
| <b>Vehicle owner:</b>   |                              |   |
| <b>COLLATERAL PROMISE</b>   |                              |   |
| Any person co-signing besides the applicant shall be jointly and severally liable to ADAC and Miller Insurance Services LLP in the same way and to the same extent for all claims raised against the applicant in accordance with the Commitment. I confirm that I have fully read and accepted the data protection information and Commitment. |                              |   |
| Family/company name   | First name                   |   |
| Street & No.  | Postcode, City/Town, Country |   |
| Phone no. incl. area code (daytime)   | Date of birth (dd/mm/yyyy)   | Identification document <input type="checkbox"/> Passport<br><input type="checkbox"/> Identity card   |
| <br>Place, date  | Vehicle owner's signature    | <br>Company stamp |

If the vehicle is registered in the name of a company, ADAC also needs a copy of the extract from the register of companies (not more than four weeks old) that includes the name of the authorised signatory.