



Application for a one-year Carnet de Passages

The Carnet de Passages is a customs document. It is required for the **temporary duty-free importation** of registered vehicles into certain **African, Asian and South American** countries as well as into **Australia and New Zealand**.

The Carnet de Passages **does not** provide any insurance cover for your vehicle.

It is issued for **one person and one vehicle** only and cannot be transferred to any other person or vehicle. The document holder is liable for any consequences resulting from the loss of the Carnet de Passages and its misuse by unauthorised third parties.

The **Carnet de Passages** is an official document and **remains the property of Allgemeiner Deutscher Automobil-Club e.V.** (hereinafter referred to as "ADAC").

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

Please send the **complete application documents** to the address indicated below:

- Original application (4 pages), completed and signed (incl. Collateral Promise, if applicable)
- Copy of the vehicle registration papers
- Copy of the automobile club membership card
- Copy of the applicant's and if applicable vehicle owner's passport or identity card

With regard to the photocopy of the applicant's/vehicle owner's 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.*

Postal address:

ADAC e.V.
 Grenzverkehr (GVK)
 Hansastr. 19
 80686 München
 Germany

Please note that Carnets de Passages are issued exclusively at the ADAC head office in Munich.

Content (14 pages incl. cover page):

Information on the application and use of the Carnet de Passages (8 pages) ▶▶

Table of fees (1 page) ▶▶

Application for a one-year Carnet de Passages (4 pages) ▶▶

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 using the same Carnet and is valid for one year.

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 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 borders.

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 Where and how to apply

Send your application documents for the Carnet de Passages to the ADAC head office in Munich. The earliest possible date for issuing and delivering the Carnet de Passages is 4 weeks prior to its validity date.

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 has to sign the Collateral Promise and state her/his valid address. We also need a copy of the vehicle owner's passport.
- It is important that you name a **contact person** indicating her/his complete name, address and telephone number. This person should have a letter of attorney from you and copies of the complete application documents to ensure that a new Carnet de Passages may be applied for in the event of loss. 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) or document certifying permanent residence in an EU country (copy).

With regard to the photocopy of the applicant's/vehicle owner's 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.*
- *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)
- **Automobile club membership card** (copy)

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

3 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.



Front cover



Inside page (25)



Certificate of Location



Back cover

4 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:

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.

EXPORTATION VOUCHER - VOLET DE SORTIE (page 1-25)

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

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 (date to be given in full / préciser la date)
a vehicle was produced at / un véhicule a été présenté à (place and country / lieu et pays)
by / par (name, address / nom, adresse)

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 6).**

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.

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 7) 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.

4.1. 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.

5 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 (one twelfth of the issuing fee for each additional month) by bank transfer.

An extended Carnet de Passages is only valid in the country in which it was extended. It may not be used in any other country.

5.1. 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 2) as for the initial Carnet to the ADAC head office in Munich 6-8 weeks before your current Carnet expires. The security can be transferred if the amount is sufficient for the new destinations. You will have to pay the issuing fee a second time and, if necessary, the security amount has to be increased. 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.

6 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 2 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.

7 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 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.

8 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 issuing club). 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).

9 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 4.

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 7).

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 your Carnet to the ADAC head office in Munich **by registered mail** (see address below). 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.**

⑩ 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.

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Last update: January 2018

Subject to change!

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

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, will not be changed structurally, will neither be 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 the loss was caused intentionally or negligently.

3. Deposit/bank guarantee

The issuing of a Carnet de Passages is subject to leaving 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 an 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 national and international authorities, 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 Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 4 of the attached information on the application and use of the Carnet de Passages), and
- to promptly return the cancelled Carnet (cf. item 4 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 4, 7 and 9 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. In addition, the automobile club of the importing country may 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 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 in line with the actual amount paid by ADAC or Miller Insurance Services LLP for the reimbursement of the customs claim. The applicant acknowledges that as 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 relevant terms and conditions and the importing countries' customs provisions. Such being the case, ADAC shall be obliged to disburse the deposit to the payee mentioned in the application form or, where a bank guarantee was provided, to inform the appropriate 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. The issuing fee will not be refunded if the customs document is not used.

10. Data protection policy

ADAC is the controller within the meaning of Section 3 (7) of the German Federal Data Protection Act (Bundesdatenschutzgesetz). The Carnet holder's personal data shall be collected, processed and used for the purposes specified in the Commitment as required to safeguard vested interests (e.g. to prevent fraud) 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 and authorities (including, without limitation, the customs authorities). Personal data shall not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines. No further use of personal data shall be made unless as permitted by law or with the Carnet holder's prior consent.

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 law of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, the venue shall be Munich.

Applicant:

I hereby confirm that I have fully read the Commitment and accept its terms and conditions. I have also received the ADAC brochure "Information on the application and use of the Carnet de Passages" which contains the complete Commitment.

X

Place, date

Signature

Company stamp

Vehicle owner as shown in the vehicle registration papers:

COLLATERAL PROMISE

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 in the same scope for all claims raised against the applicant in accordance with this Commitment. I confirm that I have fully read the Commitment and accept its terms and conditions.

Family/company name	First name	Date of birth (dd/mm/yyyy)	Phone no. incl. area code (daytime)
Street + no.		Post code/city	
Identification document <input type="checkbox"/> Passport <input type="checkbox"/> Identity card			

X

Place, date

Signature

Company stamp

4 Vehicle details					
Country of registration		Licence plate		Vehicle identification number (VIN/chassis no.)	
Date of first registration (dd/mm/yyyy)		Vehicle brand (manufacturer)		Vehicle type (car, motorcycle, motorhome etc.)	Colour
Unladen weight in kg	Number of seats	Spare wheels (full wheels only)		Radio (brand and market value in €)	Vehicle value in €
Engine brand (manufacturer)		Cubic capacity in cc	No. of cylinders	Engine no. – always quote! (to be found on engine block)	

5 Contact (person available in your country of residence during your stay abroad)		
Family/company name		First name
Street + no.		Postcode, city/town, country
Phone no. incl. area code (daytime)	Mobile phone no.	Email address

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, will not be changed structurally, will neither be 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 the loss was caused intentionally or negligently.

3. Deposit/bank guarantee

The issuing of a Carnet de Passages is subject to leaving 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 an 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 national and international authorities, 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 Carnet expires,
- to have the Carnet de Passages duly and permanently cancelled (cf. item 4 of the attached information on the application and use of the Carnet de Passages), and
- to promptly return the cancelled Carnet (cf. item 4 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 4, 7 and 9 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. In addition, the automobile club of the importing country may 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 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 in line with the actual amount paid by ADAC or Miller Insurance Services LLP for the reimbursement of the customs claim. The applicant acknowledges that as 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 relevant terms and 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 appropriate 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. The issuing fee will not be refunded if the customs document is not used.


10. Data protection policy

ADAC is the controller within the meaning of Section 3 (7) of the German Federal Data Protection Act (Bundesdatenschutzgesetz). The Carnet holder's personal data shall be collected, processed and used for the purposes specified in the Commitment as required to safeguard vested interests (e.g. to prevent fraud) 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 and authorities (including, without limitation, the customs authorities). Personal data shall not be transmitted to any third party unless required, e.g. to the authorities to directly collect and enforce any fees, costs or fines. No further use of personal data shall be made unless as permitted by law or with the Carnet holder's prior consent.

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 law of the Federal Republic of Germany. Where the undersigned has/have no general venue in Germany, the venue shall be Munich.

Applicant:	
I hereby confirm that I have fully read the Commitment and accept its terms and conditions. I have also received the ADAC brochure "Information on the application and use of the Carnet de Passages" which contains the complete Commitment.	
 _____	<div style="border: 1px solid black; width: 100%; height: 50px; margin-top: 10px;"></div>
Place, date	Signature Company stamp

Vehicle owner as shown in the vehicle registration papers:			
COLLATERAL PROMISE			
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 in the same scope for all claims raised against the applicant in accordance with this Commitment. I confirm that I have fully read the Commitment and accept its terms and conditions.			
Family/company name	First name	Date of birth (dd/mm/yyyy)	Phone no. incl. area code (daytime)
Street + no.		Post code/city	
Identification document	<input type="checkbox"/> Passport <input type="checkbox"/> Identity card		
 _____	<div style="border: 1px dashed black; width: 100%; height: 40px; margin-top: 10px;"></div>		
Place, date	Signature		Company stamp

6 Authorised recipient of the deposit

If the required deposit is paid by bank transfer, ADAC will refund the amount by bank transfer to the person indicated by the applicant after the Carnet de Passages has been properly cancelled:

Family/company name	First name	When returning the Carnet de Passages to ADAC, please check if the information provided about the authorised recipient of the refund is still up to date. Indicating any changes upon returning the Carnet de Passages will help prevent delays in the reimbursement of the deposit.	
Address (street + no.)		Postcode, city/town, country	
Bank (name and city/town)		Bank code:	Account no.
IBAN (International Bank Account Number) _____ _____ _____ _____ _____ _____ _____		BIC (Bank Identifier Code)	
_____ Place, date		_____ Signature (applicant)	
		_____ Company stamp	

7 Will be completed by ADAC

Antragsprüfung <input type="checkbox"/> Sperrliste <input type="checkbox"/> Pass / Personalausweis <input type="checkbox"/> Zulassungsbescheinigung Teil I / Teil II <input type="checkbox"/> Aufenthaltserlaubnis <input type="checkbox"/> Unterschriftskontrolle (Antragsteller / Fahrzeugeigentümer)	Ausstellungsgebühren Ausstellungsgebühr € _____ Sonderprämie € _____ Versandgebühr € _____ Gesamtbetrag € _____
Folgende Länder sind im Carnet de Passages gesperrt: <input type="checkbox"/> Libya <input type="checkbox"/> India, Iran, Pakistan, Egypt, Libya, Sri Lanka, <input type="checkbox"/> India, Iran, Pakistan, Egypt, Libya, Sri Lanka, Southern African Customs Union <input type="checkbox"/> weitere Länder _____	Sicherheit <input type="checkbox"/> Bank-Bürgschaftserklärung € _____ <input type="checkbox"/> Sicherheitsleistung € _____
	Übernahme der <input type="checkbox"/> Bank-Bürgschaftserklärung € _____ <input type="checkbox"/> Sicherheitsleistung € _____ von Carnet de Passages _____ gültig bis _____