Annex 32-01

Guarantor's undertaking - Individual guarantee

UCC implemented provision	UCC empowering provision	MCCIP provision	Current CCIP Annex	Adoption procedure
Article	Article	Article 323-1-03	49	

I. Undertaking by the guarantor

1.The   undersigned
(1)…………………………………………………………………………………………………
……………………………

Resident   at
(2)…………………………………………………………………………………………………
…………………………………………..

hereby   jointly   and   severally   guarantees,   at   the   office   of   guarantee
of…………………………………………..

up to a maximum amount of……………………………………………

in favour of the European Union comprising the Kingdom of Belgium, the Republic of
Bulgaria, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany,
the Republic of Estonia, the Hellenic Republic, the Republic of Croatia, the Kingdom of
Spain, the French Republic, Ireland, the Italian Republic, the Republic of Cyprus, the
Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, the Republic
of Hungary, the Republic of Malta, the Kingdom of the Netherlands, the Republic of Austria,
the Republic of Poland, the Portuguese Republic, Romania, the Republic of Slovenia, the
Slovak Republic, the Republic of Finland, the Kingdom of Sweden, the United Kingdom of
Great Britain and Northern Ireland, and the Republic of Iceland, the Kingdom of Norway, the
Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of
San Marino (3), any amount for which the person providing this guarantee (4):

…………………………………………………………………………………………………
………………………………………………………….

may be or become liable to the abovementioned countries for debt in the form of duty and,
where applicable, other charges with respect to the goods described below covered by the
following   customs   operation   (5):
…………………………………………………………………………………………………
………………………………………………………….

Goods
description:…………………………………………………………………………………………
……………………………………………

………
……………………………………………………………………….

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries referred to in point 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested unless he or she or any other person concerned establishes before the expiry of that period, to the satisfaction of the competent authorities, that the operation has been discharged or ended correctly or, in case of the operations other than special procedures, that the situation of goods has been regularised.

At the request of the undersigned and for any reasons recognized as valid, the competent authorities may defer beyond a period of 30 days from the date of application for payment the period within which he or she is obliged to pay the requested sums. The expenses incurred as a result of granting this additional period, in particular any interest, must be so calculated that the amount is equivalent to what would be charged under similar circumstances on the money market or financial market in the country concerned.

3. This undertaking shall be valid from the day of its approval by the office of guarantee. The undersigned shall remain liable for payment of any debt incurred during the customs operation covered by this undertaking and commenced before any revocation or cancellation of the guarantee took effect, even if the demand for payment is made after that date.

4. For the purpose of this undertaking, the undersigned gives his or her address for service in each of the other countries referred to in paragraph 1 as (6)

Country	Surname and forenames, or name of firm, and full address

The undersigned acknowledges that all correspondence and notices and any formalities or procedures relating to this undertaking addressed to or effected in writing at one of his or her addresses for services shall be accepted as duly delivered to him or her.

The undersigned acknowledges the jurisdiction of the courts of the places where he or she has an address for service.

The undersigned undertakes not to change his or her address for service or, if she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at…………………………
on…………………………………………………………………………..

………
…………………………………………..

(Signature)(7)

II. Approval by the office of guarantee

Office of guarantee……………………………………………………………………………………
……………………………………..

Guarantor's undertaking approved on………………………………………… to cover the customs operation effected under customs declaration/temporary storage declaration No…………………………..of ……………………………(8)

……………………………………………………………………….

(Stamp and Signature)

(1) Surname and forename or name of firm
(2) Full address
(3) Delete the name/names of the State/States on whose territory the guarantee may not be used. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Union transit operations
(4) Surname and forename, or name of firm and full address of the person providing the guarantee
(5) Enter one of the following customs operations:

(a) temporary storage,

(b) Union transit procedure,

(c) common transit procedure,

(d) customs warehousing procedure,

(e) temporary admission procedure with total relief from import duty,

(f) inward processing procedure,

(g) end-use procedure,

(h) release for free circulation under normal customs declaration without deferred payment,

(i) release for free circulation under normal customs declaration with deferred payment,

(j) release for free circulation under a customs declaration lodged in accordance with Article 166 of the Code,

(k) release for free circulation under a customs declaration lodged in accordance with Article 182 of the Code,

(l) release for free circulation under a customs declaration lodged in accordance with Article 185 of the Code,

(m) temporary admission procedure with partial relief from import duty.

(6) If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorized to receive any communications addressed to him and the acknowledgement in the second subparagraph and the undertaking in the

fourth subparagraph of paragraph 4 must be made to correspond. The courts of the places in which the addresses for service of the guarantor or of his agents are situated shall have jurisdiction in disputes concerning this guarantee.

(7) The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of …"

(8) To be completed by the office where the goods were placed under the procedure or were in temporary storage