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I

(Acts whose publication is obligatory)

COUNCIL REGULATION (EEC) No 3349/83**of 14 November 1983**

on the application in the Community of Decision No 1/83 of the EEC-Austria Joint Committee — Community transit — amending the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 113 thereof,

Having regard to the proposal from the Commission,

Whereas Article 16 of the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit ⁽¹⁾ empowers the Joint Committee set up under that Agreement to adopt decisions making certain amendments to the Agreement;

Whereas the Joint Committee has decided to amend the specimen guarantee documents in Appendix III to the Agreement;

Whereas the abovementioned amendments are the subject of Decision No 1/83 of the Joint Committee; whereas it is necessary to adopt the mea-

sures necessary for the implementation of that Decision,

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 1/83 of the EEC-Austria Joint Committee — Community transit — amending the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit shall apply in the Community.

The text of the Decision is attached to this Regulation.

Article 2

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 14 November 1983.

For the Council
The President
C. SIMITIS

⁽¹⁾ OJ No L 294, 29. 12. 1972, p. 87.

DECISION No 1/83 OF THE EEC-AUSTRIA JOINT COMMITTEE**— Community transit —****of 20 October 1983****amending the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit**

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Republic of Austria on the application of the rules on Community transit, and in particular Article 16 (3) (a) thereof,

Whereas the specimen guarantee documents annexed to the Regulation on Community transit have been amended in order, in particular, to give guarantors a certain period in which to effect the payment of the amounts claimed; whereas the specimen guarantee documents in Appendix III to the Agreement must, therefore, be amended to take into account that amendment;

Whereas, by Decision No 1/81 of the Joint Committee, Appendix II to the Agreement was so amended as to make provision for certain changes to the flat-rate guarantee system; whereas that Decision is applicable until 31 December 1983; whereas it has been found necessary to extend the application of that Decision beyond that date; whereas the term of validity of that Decision should, therefore, be extended,

HAS DECIDED AS FOLLOWS:

Article 1

Specimens I, II and III in Appendix III to the Agreement are hereby replaced by the specimens annexed to this Decision.

Article 2

The validity of Decision No 1/81 of the Joint Committee, extended for the first time by Decision No 1/82, is hereby extended until 30 June 1985.

Article 3

This Decision shall enter into force on 1 January 1984.

Done at Brussels, 20 October 1983.

For the Joint Committee

The Chairman

F. KLEIN

ANNEX

APPENDIX III

SPECIMEN I

COMMUNITY TRANSIT

GUARANTEE

(Comprehensive guarantee covering several Community transit operations)

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 Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Confederation (3), any amount

for which a principal (4) may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by that person, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may, upon request of the undersigned and for any reasons recognized to be valid, defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

This amount may not be reduced by the sums already paid in pursuance of this undertaking unless recourse is had to the undersigned in respect of a Community transit operation which began before the receipt of the earlier application for payment or during the 30 days following that receipt.

(1) Surname and forenames, or name of firm.

(2) Full address.

(3) Delete the name of any State or States of which the territory will not be used.

(4) Surname and forenames, or name of firm, and full address of the principal.

- (1) If, in the law of the State, there is no provision for service the guarantor shall appoint, in each of the States referred to in paragraph 1, an agent authorized to receive any communications addressed to him. 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. The acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.
- (2) Full address.
- (3) The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of", with the amount written out in full.

II. ACCEPTANCE BY THE OFFICE OF GUARANTEE

Office of guarantee

Guarantor's undertaking accepted on

.....

Stamp and signature

SPECIMEN II

COMMUNITY TRANSIT

GUARANTEE

(Guarantee covering a single Community transit operation)

I. UNDERTAKING BY THE GUARANTOR

1. The undersigned⁽¹⁾
resident at⁽²⁾
hereby jointly and severally guarantees, at the office of departure of
..... in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Confederation⁽³⁾, any amount for which a principal⁽⁴⁾
may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by that person from the office of departure of
to the office of destination of
in respect of the goods designated hereinafter, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.
2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States referred to in paragraph 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.
The competent authorities may upon request of the undersigned and for any reasons recognized to be valid defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.
3. This undertaking shall be valid from the day of its acceptance by the office of departure.
4. For the purposes of this undertaking, the undersigned gives his address for service⁽⁵⁾ as⁽²⁾ and, in each of the other States referred to in paragraph 1, as care of:

⁽¹⁾ Surname and forenames, or name of firm.⁽²⁾ Full address.⁽³⁾ Delete the name of any State or States of which the territory is not to be used.⁽⁴⁾ Surname and forenames, or name of firm, and full address of the principal.⁽⁵⁾ If, in the law of the State, there is no provision for address for service, the guarantor shall appoint, in each of the States referred to in paragraph 1, an agent authorized to receive any communications addressed to him. 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. The acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.

[illegible]

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 addresses for service shall be accepted as duly delivered to him.

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

The undersigned undertakes to maintain his addresses for service, or, if he has to alter one or more of those addresses, to inform the office of guarantee in advance.

Done at, on

Signature (1)

II. ACCEPTANCE BY THE OFFICE OF DEPARTURE

Office of departure

Guarantor's undertaking accepted on to cover the Community transit operation under T 1/T 2 (2), issued on under No

Stamp and signature

(1) The signature must be preceded by the following in the signatory's own handwriting:
"Guarantee".

(2) Delete as appropriate.

SPECIMEN III

COMMUNITY TRANSIT

GUARANTEE

(Flat-rate guarantee system)

I. UNDERTAKING BY THE GUARANTOR

1. The undersigned⁽¹⁾
resident at⁽²⁾

hereby jointly and severally guarantees, at the office of guarantee of
in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic
of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic,
the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United King-
dom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Con-
federation, any amount for which a principal may become liable to the abovementioned
States by reason of infringements or irregularities committed in the course of a Com-
munity transit operation including duties, taxes, agricultural levies and other charges —
with the exception of pecuniary penalties — as regards principal or further liabilities,
expenses and incidental charges with regard to which the undersigned has agreed to be
responsible by the issue of guarantee vouchers up to a maximum amount of 7 000 ECU
per guarantee voucher.

2. The undersigned undertakes to pay upon the first application in writing by the compe-
tent authorities of the States referred to in paragraph 1 and without being able to defer
payment beyond a period of 30 days from the date of application in the sums requested
up to 7 000 ECU per guarantee voucher, unless he or she or any other person concerned
establishes before the expiry of that period, to the satisfaction of the competent auth-
orities, that the Community transit operation was conducted without any infringement
or irregularity within the meaning of paragraph 1.

The competent authorities may upon request of the undersigned and for any reasons
recognized to be valid, defer the period within which the undersigned should pay the
requested sums beyond a period of 30 days from the date of application for payment.
The expenses incurred, from granting this additional period, and in particular any
interest, must be calculated in such a way that the amount is equivalent to that which
would be charged to that end on the money market or financial market in the State con-
cerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guaran-
tee.

This guarantee may be cancelled at any time by the undersigned, or by the State in the
territory of which the office of guarantee is situated.

The cancellation shall take effect on the 16th day after notification thereof to the other
party.

The undersigned shall remain responsible for payment of the sums which become pay-
able in respect of Community transit operations covered by this undertaking which
began before the date on which the cancellation took effect, even if the demand for pay-
ment is made after that date.

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

- [illegible]

The undersigned undertakes to maintain his addresses for service, or, if he has to alter one or more of those addresses, to inform the office of guarantee in advance.

Signature (3)

Stamp and signature

(3) The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

COUNCIL REGULATION (EEC) No 3350/83**of 14 November 1983****on the application in the Community of Decision No 1/83 of the EEC-Switzerland Joint Committee — Community transit — amending the Agreement between the European Economic Community and the Swiss Confederation on the application of the rules on Community transit**

THE COUNCIL OF THE EUROPEAN
COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 113 thereof,

Having regard to the proposal from the Commission,

Whereas Article 16 of the Agreement between the European Economic Community and the Swiss Confederation on the application of the rules on Community transit⁽¹⁾ empowers the Joint Committee set up under that Agreement to adopt decisions making certain amendments to the Agreement;

Whereas the Joint Committee has decided to amend the specimen guarantee documents in Appendix III to the Agreement;

Whereas the abovementioned amendments are the subject of Decision No 1/83 of the Joint Committee; whereas it is necessary to adopt the mea-

sures necessary for the implementation of that Decision,

HAS ADOPTED THIS REGULATION:

Article 1

Decision No 1/83 of the EEC-Switzerland Joint Committee — Community transit — amending the Agreement between the European Economic Community and the Swiss Confederation on the application of the rules on Community transit shall apply in the Community.

The text of the Decision is attached to this Regulation.

Article 2

This Regulation shall enter into force on the day following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 14 November 1983.

For the Council
The President
C. SIMITIS

⁽¹⁾ OJ No L 294, 29. 12. 1972, p. 2.

DECISION No 1/83 OF THE EEC-SWITZERLAND JOINT COMMITTEE**— Community transit —****of 20 October 1983****amending the Agreement between the European Economic Community and the Swiss Confederation on the application of the rules on Community transit**

THE JOINT COMMITTEE,

Having regard to the Agreement between the European Economic Community and the Swiss Confederation on the application of the rules on Community transit, and in particular Article 16 (3) (a) thereof,

Whereas the specimen guarantee documents annexed to the Regulation on Community transit have been amended in order, in particular, to give guarantors a certain period in which to effect the payment of the amounts claimed; whereas the specimen guarantee documents in Appendix III to the Agreement must, therefore, be amended to take into account that amendment;

Whereas, by Decision No 1/81 of the Joint Committee, Appendix II to the Agreement was so amended as to make provision for certain changes to the flat-rate guarantee system; whereas that Decision is applicable until 31 December 1983; whereas it has been found necessary to extend the application of that Decision beyond that date; whereas the term of validity of that Decision should, therefore, be extended,

HAS DECIDED AS FOLLOWS:

Article 1

Specimens I, II and III in Appendix III to the Agreement are hereby replaced by the specimens annexed to this Decision.

Article 2

The validity of Decision No 1/81 of the Joint Committee, extended for the first time by Decision No 1/82, is hereby extended until 30 June 1985.

Article 3

This Decision shall enter into force on 1 January 1984.

Done at Brussels, 20 October 1983.

For the Joint Committee
The President
F. KLEIN

ANNEX

APPENDIX III

SPECIMEN I

COMMUNITY TRANSIT

GUARANTEE

(Comprehensive guarantee covering several Community transit operations)

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 Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Confederation⁽³⁾, any amount

for which a principal⁽⁴⁾ may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by that person, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States referred to in paragraph 1 and without being able to defer payment beyond a period of 30 days from the date of application the sums requested up to the limit of the abovementioned maximum amount, 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may, upon request of the undersigned and for any reasons recognized to be valid, defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

This amount may not be reduced by the sums already paid in pursuance of this undertaking unless recourse is had to the undersigned in respect of a Community transit operation which began before the receipt of the earlier application for payment or during the 30 days following that receipt.

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete the name of any State or States of which the territory will not be used.

⁽⁴⁾ Surname and forenames, or name of firm, and full address of the principal.

(3) The signature must be preceded by the following in the signatory's own handwriting: "Guarantee for the amount of", with the amount written out in full.

II. ACCEPTANCE BY THE OFFICE OF GUARANTEE

Office of guarantee

Guarantor's undertaking accepted on

.....
Stamp and signature

SPECIMEN II

COMMUNITY TRANSIT

GUARANTEE

(Guarantee covering a single Community transit operation)

I. UNDERTAKING BY THE GUARANTOR

1. The undersigned⁽¹⁾resident at⁽²⁾

hereby jointly and severally guarantees, at the office of departure of

..... in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Confederation⁽³⁾, any amount for which a principal.....⁽⁴⁾ may be or become liable to the abovementioned States by reason of infringements or irregularities committed in the course of a Community transit operation carried out by

that person from the office of departure of

to the office of destination of in respect of the goods designated hereinafter, including duties, taxes, agricultural levies and other charges — with the exception of pecuniary penalties — as regards principal or further liabilities, expenses and incidentals.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the States referred to in paragraph 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 Community transit operation was conducted without any infringement or irregularity within the meaning of paragraph 1.

The competent authorities may upon request of the undersigned and for any reasons recognized to be valid defer the period within which the undersigned is obliged to pay the requested sums beyond a period of 30 days from the date of application for payment. The expenses incurred, from granting this additional period, and in particular any interest, must be calculated in such a way that the amount is equivalent to that which would be charged to that end on the money market or financial market in the State concerned.

3. This undertaking shall be valid from the day of its acceptance by the office of departure.

4. For the purposes of this undertaking, the undersigned gives his address for service⁽⁵⁾ as

.....⁽²⁾ and, in each of the other States referred to in paragraph 1, as care of:

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

⁽³⁾ Delete the name of any State or States of which the territory is not to be used.

⁽⁴⁾ Surname and forenames, or name of firm, and full address of the principal.

⁽⁵⁾ If, in the law of the State, there is no provision for address for service, the guarantor shall appoint, in each of the States referred to in paragraph 1, an agent authorized to receive any communications addressed to him. 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. The acknowledgement in the second subparagraph and the undertaking in the fourth subparagraph of paragraph 4 must be made to correspond.

SPECIMEN III

COMMUNITY TRANSIT

GUARANTEE

(Flat-rate guarantee system)

I. UNDERTAKING BY THE GUARANTOR

1. The undersigned⁽¹⁾
 resident at⁽²⁾

hereby jointly and severally guarantees, at the office of guarantee of
 in favour of the Kingdom of Belgium, the Kingdom of Denmark, the Federal Republic
 of Germany, the Hellenic Republic, the French Republic, Ireland, the Italian Republic,
 the Grand Duchy of Luxembourg, the Kingdom of the Netherlands, the United King-
 dom of Great Britain and Northern Ireland, the Republic of Austria and the Swiss Con-
 federation, any amount for which a principal may become liable to the abovementioned
 States by reason of infringements or irregularities committed in the course of a Com-
 munity transit operation including duties, taxes, agricultural levies and other charges —
 with the exception of pecuniary penalties — as regards principal or further liabilities,
 expenses and incidental charges with regard to which the undersigned has agreed to be
 responsible by the issue of guarantee vouchers up to a maximum amount of 7 000 ECU
 per guarantee voucher.

2. The undersigned undertakes to pay upon the first application in writing by the compe-
 tent authorities of the States referred to in paragraph 1 and without being able to defer
 payment beyond a period of 30 days from the date of application in the sums requested
 up to 7 000 ECU per guarantee voucher, 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 Community transit operation was conducted without any infringe-
 ment or irregularity within the meaning of paragraph 1.

The competent authorities may upon request of the undersigned and for any reasons
 recognized to be valid, defer the period within which the undersigned should pay the
 requested sums beyond a period of 30 days from the date of application for payment.
 The expenses incurred, from granting this additional period, and in particular any
 interest, must be calculated in such a way that the amount is equivalent to that which
 would be charged to that end on the money market or financial market in the State con-
 cerned.

3. This undertaking shall be valid from the day of its acceptance by the office of guaran-
 tee.

This guarantee may be cancelled at any time by the undersigned, or by the State in the
 territory of which the office of guarantee is situated.

The cancellation shall take effect on the 16th day after notification thereof to the other
 party.

The undersigned shall remain responsible for payment of the sums which become pay-
 able in respect of Community transit operations covered by this undertaking which
 began before the date on which the cancellation took effect, even if the demand for pay-
 ment is made after that date.

⁽¹⁾ Surname and forenames, or name of firm.

⁽²⁾ Full address.

[illegible]

The undersigned undertakes to maintain his addresses for service, or, if he has to alter one or more of those addresses, to inform the office of guarantee in advance.

Signature (3)

Stamp and signature

(3) The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

COUNCIL REGULATION (EEC) No 3351/83**of 14 November 1983****on the procedure to facilitate the issue of movement certificates EUR.1 and the making out of forms EUR.2 under the provisions governing preferential trade between the European Economic Community and certain countries**

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 113 thereof,

Having regard to the proposal from the Commission,

Whereas the provisions governing preferential trade between the European Economic Community and certain countries provide that the preferential originating status of goods needs to be demonstrated by the presentation of movement certificates EUR.1 or forms EUR.2 at import; whereas these movement certificates EUR.1 are issued by the customs authorities of the Member States on the basis of applications made out by Community exporters and the forms EUR.2 have to be made out by Community exporters;

Whereas goods may qualify as preferential originating products as a result of working or processing carried out in more than one Member State;

Whereas it is therefore evident that the information relating to the working or processing carried out in one Member State may be required by a Community exporter in another Member State;

Whereas goods imported in one Member State may have preferential origin status and be intended either for working or processing in, or for re-export in the same state from, another Member State; whereas it is thus evident that information relating to their status may have to be transmitted from one Member State to another;

Whereas the same considerations also apply *mutatis mutandis* to transactions taking place within individual Member States and the procedure established to facilitate the passage of information between firms in different Member States should be extended to cover these transactions;

Whereas experience has demonstrated that the procedure set up under Council Regulation (EEC) No 1908/73 of 4 July 1973 on the procedure to facilitate the issue of movement certificates under the provisions governing trade between the European Economic Community and certain countries ⁽¹⁾ for the use of suppliers' declarations and information certificates needs to be modified and presented more clearly and that the form of suppliers' declarations and the information certificates need to be revised;

Whereas under the present procedure a suppliers' declaration can only apply to a single consignment of goods, even though over a period of time the supplier supplies goods, whose origin status remains constant, to a particular customer; whereas it is therefore sensible to provide for suppliers' declarations to be made on a long-term basis;

Whereas the requirement for each supplier's declaration, which is normally given on a commercial invoice, to be signed in manuscript has proved burdensome when invoices are prepared using computer systems as it has become widespread commercial practice not to sign invoices in manuscript for commercial ends; whereas, for this reason, the requirement for manuscript signature of computer-produced supplier declarations may be waived;

Whereas experience has also demonstrated the need for adequate customs verification procedures, as provided for by Council Regulation (EEC) No 1468/81 of 19 May 1981 on mutual assistance between the administrative authorities of the Member States and cooperation between the latter and the Commission to ensure the correct application of the law on customs or agricultural matters ⁽²⁾.

⁽¹⁾ OJ No L 197, 17. 7. 1973, p. 1.

⁽²⁾ OJ No L 144, 2. 6. 1981, p. 1.

HAS ADOPTED THIS REGULATION:

Article 4

Long-term suppliers' declarations

1. When a supplier regularly supplies a particular customer with goods whose origin status is expected to remain constant for considerable periods of time, he may provide a single suppliers' declaration to cover subsequent shipments of those goods, hereinafter referred to as 'a long-term suppliers' declaration'.

2. A long-term suppliers' declaration may normally be given for a period of up to one year from the date of giving the declaration. The customs authorities may lay down the conditions under which longer periods may be used.

3. The supplier shall inform the buyer immediately if the long-term suppliers' declaration is no longer valid in relation to the goods supplied.

Article 5

Form and completion of suppliers' declarations

1. For products having obtained preferential originating status, the suppliers' declarations, shall be given in the form prescribed in Annex I, or, for long-term suppliers' declarations, in that prescribed in Annex II.

2. For products which have undergone working or processing in the Community without having obtained preferential originating status, the suppliers' declarations shall be given in the form prescribed in Annex III or, for long-term suppliers' declarations, in that prescribed in Annex IV.

3. Suppliers' declarations may be made out in a pre-printed form.

Article 6

Signatures

1. Suppliers' declarations shall be signed in manuscript.

2. However, where the invoice and the suppliers' declaration are established using electronic data-processing methods, the suppliers' declaration need not be signed in manuscript provided the responsible official in the supplying company is identified to the satisfaction of the customs authorities in the Member State where the suppliers' declaration are established. The said customs authorities may lay down conditions for the implementation of this paragraph.

TITLE I

GENERAL PROVISIONS

Article 1

Use of suppliers' declarations

1. Suppliers of goods which are intended to be exported from the Community, either in the same state or after further working or processing, may furnish a declaration concerning the status of the goods supplied in relation to the Communities' preferential origin rules, hereinafter referred to as 'suppliers' declaration'.

2. Suppliers' declarations may be used by exporters as evidence, in particular in support of applications made for the issue of movement certificates EUR.1 or as the basis upon which forms EUR.2 can be completed.

Article 2

Use of information certificate INF 4

1. The customs authorities may request the production by the exporter of an information certificate INF 4 to verify the accuracy or authenticity of any supplier's declaration.

2. The customs authorities shall have the right to call for any documentary evidence or to carry out any check which they consider appropriate in order to verify the correctness of any supplier's declaration or information certificate.

TITLE II

SUPPLIERS' DECLARATIONS

Article 3

Provision of suppliers' declarations

A separate suppliers' declaration shall, except in the cases provided for in Article 4, be given by the supplier for each consignment of goods on the commercial invoice related to that shipment or in an annex to that invoice or on a delivery note or other commercial document related to that shipment which describe the goods concerned in sufficient detail to enable them to be identified.

TITLE III

INFORMATION CERTIFICATES INF 4

Article 7

Application for and issue of information certificates

1. An information certificate INF 4 shall be issued by the appropriate customs office after any necessary steps have been taken to verify that the information given thereon and on the application made out by the supplier for its issue is correct in relation to the goods supplied.
2. The certificate shall be given or sent to the supplier who shall forward it to the buyer or to the customs office which has requested it to be produced.
3. The application form shall be kept by the issuing office for at least two years.

Article 8

Form of information certificate

1. The form of information certificate INF 4 and application for the issue of an information certificate given in Annex V shall be used and be printed in one or more of the official languages of the Community. Information certificates INF 4 shall be completed in one of those languages in accordance with the provisions of the domestic law of the exporting State; if they are handwritten, they shall be completed in ink in capital letters. They shall bear a serial number, whether or not printed, by which they can be identified.
2. The information certificate INF 4 shall be A4 format (210 × 297 mm); however, a tolerance of up to plus 8 mm or minus 5 mm in the length may be allowed. The paper used shall be white, sized for writing, not containing mechanical pulp and weighing not less than 25 g/m².
3. Member States may reserve the right to print the forms themselves or may have them printed by prin-

ters approved by them. In the latter case, each form must include a reference to such approval. The forms shall bear the name and address of the printer or a mark by which the printer can be identified.

TITLE IV

ADMINISTRATIVE AND TRANSITIONAL PROVISIONS

Article 9

Information

Each Member State shall inform the Commission of the steps taken for the application of this Regulation, and of any significant problems which have arisen in connection with its application. The Commission shall keep the other Member States informed.

Article 10

Repeal of previous provisions

1. Regulation (EEC) No 1908/73 is hereby repealed.
2. Suppliers' declarations made and information certificates issued before the date of entry into force of this Regulation shall remain valid.
3. The form of information certificate given in Annex II to Regulation (EEC) No 1908/73 may be used for a period of 12 months from the entry into force of this Regulation under the conditions laid down in this Regulation.

Article 11

Entry into force

This Regulation shall enter into force on the first day of the third month following its publication in the *Official Journal of the European Communities*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 14 November 1983.

For the Council
The President
C. SIMITIS

ANNEX I

DECLARATION FOR PRODUCTS HAVING PREFERENTIAL ORIGIN STATUS

I, the undersigned, declare that the goods listed on this invoice..... (1)	
were produced in (2) and satisfy the rules of origin governing preferential trade with:	
..... (3)	
.....	
.....	
I undertake to make available to the customs authorities, if required, evidence in support of this declaration.	
..... (4)	 (5)
	 (6)

Note

The text inside the box, suitably completed in conformity with the footnotes below, constitutes a suppliers' declaration. The footnotes do not have to be reproduced.

- (1) — If only some of the goods listed on the invoice are concerned they should be clearly indicated or marked and this marking entered on the declaration as follows:
 '..... listed on this invoice and marked
 were produced',
 — If a document other than the invoice or an annex to the invoice is used (see Article 3), the name of the document concerned shall be mentioned instead of the word 'invoice'.
- (2) The Community, Member State or partner State. Where a partner State is given, a reference must also be made to the Community customs office holding the EUR.1(s) or EUR.2(s) concerned, giving the No of the certificate(s) or form(s) concerned and, if possible, the relevant customs entry No involved.
- (3) List partner State or States concerned.
- (4) Place and date.
- (5) Name and function in company.
- (6) Signature.

ANNEX II

LONG-TERM DECLARATION FOR PRODUCTS HAVING PREFERENTIAL ORIGIN STATUS

I, the undersigned, declare that the goods described below:

.....⁽¹⁾⁽²⁾

.....

.....

which are regularly supplied to⁽³⁾ were produced in⁽⁴⁾ and satisfy the rules of origin governing preferential trade with⁽⁵⁾

This declaration is valid for all further shipments of these products dispatched from to⁽⁶⁾. I undertake to inform⁽³⁾ immediately if this declaration is no longer valid.

I undertake to make available to the customs authorities, if required, evidence in support of this declaration.

.....⁽⁷⁾⁽⁸⁾

.....⁽⁹⁾

Note

The text inside the box, suitably completed in conformity with the footnotes below, constitutes a suppliers' declaration. The footnotes do not have to be reproduced.

- (1) Description.
- (2) Commercial designation as used on invoices, e.g. model No.
- (3) Name of company being supplied.
- (4) The Community, Member State or partner State. Where a partner State is given, a reference must be made to the Community customs office holding the EUR.1(s) or EUR.2(s) concerned.
- (5) List partner State or States concerned.
- (6) Insert dates. The period should not normally, subject to the conditions laid down by the customs authorities, exceed 12 months.
- (7) Place and date.
- (8) Name and function, name and address of company.
- (9) Signature.

ANNEX III

DECLARATION FOR PRODUCTS NOT HAVING PREFERENTIAL ORIGIN STATUS

I, the undersigned, declare that the goods listed on this invoice
⁽¹⁾ were produced in⁽²⁾ and
 incorporate the following components or materials which do not have Community origin
 for preferential trade:

.....⁽³⁾⁽⁴⁾⁽⁵⁾

.....

.....

.....⁽⁶⁾

I undertake to make available to the customs authorities, if required, evidence in support
 of this declaration.

.....⁽⁷⁾⁽⁸⁾

.....⁽⁹⁾

Note

The text inside the box, suitably completed in conformity with the footnotes below, constitutes a suppliers' declaration. The footnotes do not have to be reproduced.

- (1) — If only some of the goods listed on the invoice are concerned they should be clearly indicated or marked and this marking entered on the declaration as follows: 'Listed on this invoice and marked were produced',
 — If a document other than the invoice or an annex to the invoice is used (see Article 3), the name of the document concerned shall be mentioned instead of the word 'invoice'.
- (2) The Community or Member State.
- (3) Description is to be given in all cases. The description must be adequate and should be sufficiently detailed to allow the tariff classification of the goods concerned to be determined.
- (4) Customs values to be given only if required.
- (5) Country of origin to be given only if required. The origin to be given must be a preferential origin, all other origins to be given as 'third country'.
- (6) 'and have undergone the following processing in [the Community] [Member State] to be added with a description of the processing carried out if this information is required.
- (7) Place and date.
- (8) Name and function in company.
- (9) Signature.

ANNEX IV

LONG-TERM DECLARATION FOR PRODUCTS NOT HAVING PREFERENTIAL
ORIGIN STATUS

I, the undersigned, declare that the goods described below (1)
 (2), which are regularly supplied to
 (3) were produced in (4) and
 incorporate the following components or materials which do not have Community origin
 for preferential trade:
 (5) (6) (7)

 (8)
 This declaration is valid for all further shipments of these products dispatched from
 to (9). I undertake to inform
 (3) immediately if this declaration is no longer valid.
 I undertake to make available to the customs authorities, if required, evidence in support
 of this declaration.
 (10) (11)
 (12)

Note

The text inside the box, suitably completed in conformity with the footnotes below, constitutes a suppliers' declaration. The footnotes do not have to be reproduced.

- (1) Description.
 (2) Commercial designation as used on invoices, e.g. model No.
 (3) Name of company being supplied.
 (4) The Community or Member State.
 (5) Description is to be given in all cases. The description must be adequate and should be sufficiently detailed to allow the tariff classification of the goods concerned to be determined.
 (6) Customs values to be given only if required.
 (7) Country of origin to be given only if required. The origin to be given must be a preferential origin, all other origins to be given as 'third country'.
 (8) 'and have undergone the following processing in [the Community] [Member State]' to be added with a description of the processing carried out if this information is required.
 (9) Insert dates. The periods should not normally, subject to the conditions laid down by the customs authorities, exceed 12 months.
 (10) Place and date.
 (11) Name and function, name and address of company.
 (12) Signature.

ANNEX V

1. Supplier (Full name and address, country)	2. INF 4 No INFORMATION CERTIFICATE For use in facilitating the preferential trade between the European Communities and (Name of country or countries or preferential arrangement)	
3. Consignee (Full name and address, country)	4. Remarks	
NOTES (1) The term 'invoice' shall also be taken as including delivery notes or other commercial documents relating to the shipment or shipments concerned and upon which the declaration or declarations concerned were given. (2) In the case of long-term declarations, this box need not be completed. (3) The goods shown in box 6 must be described in accordance with commercial practice and with sufficient details to enable them to be identified. (4) Indicate appropriate text.	5. Invoice(s) No(s) (1) (2)	
6. Item number — Marks and numbers — Number and kind of packages — Description of goods supplied (3)		7. Net mass (kg)
8. This/These declaration(s) concerning the origin status of the goods described above in box 6 made (4): ☐ ☐ on the invoice(s) (1) shown in box 5 and which are attached to this certificate on my long-term declaration of (Date) is/are correct.		
9. CUSTOMS CERTIFICATION Declaration certified Customs document (where appropriate): No: Customs office: Issuing country or territory: Date: Signature:		Place: Date: Name and signature:

1. Supplier (Full name and address, country)		2. INF 4 No APPLICATION FOR INFORMATION CERTIFICATE For use in facilitating the preferential trade between the European Communities and (Name of country or countries or preferential arrangement)
3. Consignee (Full name and address, country)		
NOTES (1) The term 'invoice' shall also be taken as including delivery notes or other commercial documents relating to the shipment or shipments concerned and upon which the declaration or declarations concerned were given. (2) In the case of long-term declarations, this box need not be completed. (3) The goods shown in box 6 must be described in accordance with commercial practice and with sufficient details to enable them to be identified. (4) Indicate appropriate text.		4. Remarks
		5. Invoice(s) No(s) (1) (2)
6. Item number — Marks and numbers — Number and kind of packages — Description of goods supplied (3)		7. Net mass (kg)
8. This/These declaration(s) concerning the origin status of the goods described above in box 6 made (4): ☐ on the invoice(s) (1) shown in box 5 and which are attached to this certificate ☐ on my long-term declaration of (Date) is/are correct.		
		Place: Date: Name and signature: