

## PRODUCT SPECIFIC TERMS FOR THE USE OF TRADENET®

### 1. **Definition of Terms**

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

"CCP"	means the Cargo Clearance Permit. The CCP shall be in the format approved by Singapore Customs containing the full particulars therein and the condition (s) as may be imposed by the Singapore Customs for the clearance of cargo declared under Section 37 or 59 of the Customs Act (Cap 70), and/or Section 3 of the Regulation of Imports & Exports Act (Cap 272A) or any other written law in Singapore;
"Declaration"	refers to a declaration required under Section 37 or 59 of the Customs Act (Cap 70), Section 3 of the Regulation of Imports & Exports Act (Cap 272A) or any other written law in Singapore. A Declaration also includes any other declarations made through TradeNet® in the format stipulated by Singapore Customs;
"Declarant"	means a person appointed by the End User to submit declarations through TradeNet® and whose NRIC number/passport number and user identification number are registered with Singapore Customs;
"End User"	refers to the company registered to use TradeNet® and its appointed persons to submit the declarations through TradeNet® (also known as "Declaring Agent" and "Declarant" respectively);
"Singapore Customs"	means Singapore Customs, an agency of the Ministry of Finance, Government of the Republic of Singapore;
"TradeNet®"	means the network provided by the CrimsonLogic to enable End Users and/or Declarants to make applications for CCP and related services.

### 2. **Registration**

- 2.1 The End User shall be required to have an entity identifier and be registered with Singapore Customs and CrimsonLogic.

A Direct Debit Authorisation (DDA) form for the payment of customs duty and GST must be duly completed at the time of registration of the End User with Singapore Customs. Any End User who is already registered but not on the GIRO payment scheme for customs duty and GST is also required to complete the DDA form for submission to Singapore Customs.

- 2.2 The End User may appoint more than one Declarant under their employment to submit Declarations. The names and NRIC numbers/passport numbers of the authorised persons must be registered with Singapore Customs.

- 2.3 The End User shall inform Singapore Customs immediately of any change of Declarant or any change in the Declarant's particulars that are registered with Singapore Customs.
- 2.4 Only Declarants will be allowed to declare on the End User's behalf. The Declarants must check all the particulars and data for completeness and accuracy before transmitting them to Singapore Customs and/or the Controlling Agencies for processing and approval. The Declarants must also check the CCP for completeness, accuracy and conditions if any.
- 2.5 The Declarant is responsible for the confidentiality of the password associated with the user identification number assigned by CrimsonLogic. He shall not disclose them nor cause them to be disclosed to any other person. He shall exercise care to ensure the security and confidentiality of the password associated with the user identification number and prevent any unauthorised access to the system. He shall change the password if he discovers, or has reason to suspect, that another person knows such password. It shall not be a defence for the Declarant to allege that his user identification number and password were used without his knowledge or that he did not consent to the declaration made.
- 2.6 The End User shall inform all their Declarants of these Product Specific Terms and ensure that they comply with them.

### 3. ***Declaration***

- 3.1 All Declarations to Singapore Customs shall be in such form and format as the relevant Authority may specify from time to time. The End User shall comply with all documentation procedures for the preparation, submission and processing of the Declaration under TradeNet®.
- 3.2 Singapore Customs shall accept Declarations for processing submitted by the Declarant through TradeNet® either as or for and on behalf of the importer, exporter, transhipper, or owner of the goods.
- 3.3 Singapore Customs has the right not to process the Declaration if the End User does not have a sufficient bank guarantee or for any other reason, in which case, Singapore Customs will notify the End User of the rejection and/or reason(s) therefore if necessary.
- 3.4 The End User shall ensure that proper controls are instituted for the transmission of the data to and the retrieval of the data from Singapore Customs.
- 3.5 The End User shall ensure that there are no unauthorised additions, alterations, amendments to or cancellation of the CCP or any data transmitted to Singapore Customs unless prior approval is obtained from Singapore Customs.
- 3.6 The End User shall comply with and be bound by all the terms and conditions governing the submission of the declarations through TradeNet®.
- 3.7 The End User shall accept full responsibility for all transactions made and agree to accept responsibility for all infringements notwithstanding that individual action could be taken against the respective Declarants for any incorrect or false declaration made.

- 3.8 The End User may act as an agent to submit a declaration for application of a CCP on behalf of a third party for movement of goods belonging to the third party. Before acting as an agent for the third party, the End User shall verify the identity of the third party including its authorized person, business registration and business address. The End User shall provide the information pertaining to the third party to Singapore Customs if there were infringements against the law and accept responsibility for all infringements notwithstanding that action could be taken against the third party for any incorrect or false declaration made.
- 3.9 The Declarant or End-User shall record and make available, upon request by Singapore Customs, the name, identity card or passport number, office or residential address and contact details of persons who have given the instructions on the Declarations.

#### 4. **CCP**

- 4.1 The End User shall not print any false copies of the CCP or with particulars or data not approved by Singapore Customs. Only one copy of the CCP is permitted to be used for the movement of the goods in accordance with the conditions applicable to that CCP. The End User shall forthwith retain and produce supporting documents relating to the CCP as stipulated under Singapore Customs' conditions of approval or on demand by Singapore Customs.
- 4.2 The End User shall comply with all other documentation procedures and permit conditions on the use of the CCP under TradeNet®.
- 4.3 If the CCP is not used, the End User shall cancel the CCP within 24 hours of the expiry of the validity date of the CCP.

#### 5. **Penalties**

- 5.1 If the End User is found to have made an untrue or an incorrect declaration or a declaration which is incomplete by omitting any material particular therefrom, the End User may be guilty of an offence under the Customs Act (Cap 70), the Regulation of Imports and Exports Act (Cap 272A) and other relevant laws. In addition, the Declarant and/or End User may be deregistered from using TradeNet®.

#### 6. **General**

- 6.1 Singapore Customs shall not be liable for any loss incurred by the Declarant or End User whether as a result of System or computer breakdown or malfunction or for any other reason whatsoever and the End User will indemnify Singapore Customs for any loss or damage suffered by any other party which may be caused by such breakdown in relation to their submissions to the System.
- 6.2 Singapore Customs shall reserve the right at any time to suspend or terminate the Declarant and/or End User from submitting declarations through TradeNet® to Singapore Customs for processing and approval without giving any reasons.
- 6.3 Singapore Customs shall have the right to add, alter, vary and/or modify any or all of the above terms and conditions and operating procedures at any time at its discretion and such additions, alterations, variations and modifications when made shall be communicated to the End User and shall then be deemed to be

part of these terms and conditions and the End User shall be bound by the same.

- 6.4 Notwithstanding clause 13.7 of the General T&Cs, Singapore Customs shall have the right to enforce the provisions of this Product Specific Terms against the End User or Declarant.