

**DECISION No 6/2005 OF THE EC-EFTA JOINT COMMITTEE ON COMMON TRANSIT**  
**of 4 October 2005**  
**amending the Convention of 20 May 1987 on a common transit procedure**  
(2005/882/EC)

THE JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure <sup>(1)</sup> (hereinafter referred to as the Convention), and in particular Article 15(3)(a) thereof,

Whereas:

- (1) Romania is to accede to the Convention.
- (2) Accordingly, the Romanian language versions of the references used in the Convention should be inserted in the Convention in the appropriate order.
- (3) The application of this Decision should correspond to the date of accession of Romania to the Convention.
- (4) In order to allow the use of guarantee forms printed in accordance with the criteria in force prior to the date of accession of Romania to the Convention, a transitional period should be established during which the printed forms, with some adaptations, could be used.
- (5) The Convention should therefore be amended accordingly,

HAS DECIDED AS FOLLOWS:

*Article 1*

The Convention on a common transit procedure is amended as follows:

1. Appendix I shall be amended in accordance with Annex A to this Decision.
2. Appendix II shall be amended in accordance with Annex B to this Decision.
3. Appendix III shall be amended in accordance with Annex C to this Decision.

*Article 2*

1. This Decision shall enter into force on the date of its adoption.

It shall apply from 1 January 2006.

2. The forms based on the specimen forms in Annexes B1, B2, B4, B5 and B6 to Appendix III may continue to be used, subject to the necessary geographical adaptations and the adaptations concerning the address for service or the authorised agent, until 31 December 2006 at the latest.

Done at Basel, 4 October 2005.

*For the Joint Committee*

*The President*

Rudolf DIETRICH

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<sup>(1)</sup> OJ L 226, 13.8.1987, p. 2. Convention as last amended by Decision No 4/2005 (OJ L 225, 31.8.2005, p. 29).

## ANNEX A

Appendix I is amended as follows:

1. the following indent shall be added to the second subparagraph of Article 14(3):

‘— RO Validitate limitată’;

2. the following indent shall be added to the second subparagraph of Article 28(7):

‘— RO Dispensă’;

3. Article 34 shall be amended as follows:

(a) the following indent shall be added to paragraph 3:

‘— RO Probă alternativă’;

(b) the following indent shall be added to the second subparagraph of paragraph 4:

‘— RO Diferențe: mărfuri prezentate la biroul vamal.....(nume și țara)’;

(c) the following indent shall be added to paragraph 5:

‘— RO Ieșire din... supusă restricțiilor sau impozitelor prin Reglementarea/Directiva/Decizia nr.....’;

4. the following indent shall be added to Article 64(2):

‘— RO Dispensă de la itinerariul obligatoriu’;

5. the following indent shall be added to Article 69(1):

‘— RO Expeditor agreat’;

6. the following indent shall be added to Article 70(2):

‘— RO Dispensă de semnătură’;

7. Annex IV shall be amended as follows:

(a) the following subindent shall be added to the first indent of point 2.8:

‘— RO GARANȚIE GLOBALĂ INTERZISĂ’;

(b) the following indent shall be added to point 4.3:

‘— RO UTILIZARE NELIMITATĂ’.

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## ANNEX B

Appendix II is amended as follows:

1. the following indent shall be added to Article 4(2):

‘— RO Eliberat ulterior’;

2. the following indent shall be added to Article 16(2):

‘— RO Expeditor agreeat’;

3. the following indent shall be added to Article 17(2):

‘— RO Dispensă de semnătură’.

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## ANNEX C

Appendix III is amended as follows:

1. in Annex A7, Title II, Section I shall be amended as follows:

(a) under Box 2, third paragraph, the following indent shall be added:

‘— RO Diverși’;

(b) under Box 31, first paragraph, the following indent shall be added:

‘— RO Vrac’;

(c) Under Box 40, the following indent shall be added:

‘— RO Diverși’;

2. in Annex A8, Part B shall be amended as follows:

(a) under Box 2, the indent following shall be added:

‘— RO Diverși’;

(b) under Box 14, first paragraph, the following indent shall be added:

‘— RO Expeditor’;

(c) under Box 31, first paragraph, the following indent shall be added:

‘— RO Vrac’;

3. in Annex A9, under box 51, the following code shall be inserted in the list between the applicable codes for Norway and Switzerland:

‘Romania RO’;

4. Annex B1 shall be replaced by the following:

'ANNEX B1

**COMMON/COMMUNITY TRANSIT PROCEDURE**

**GUARANTEE DOCUMENT**

**INDIVIDUAL GUARANTEE**

**I. Undertaking by the guarantor**

1. The undersigned <sup>(1)</sup> .....  
 resident at <sup>(2)</sup> .....  
 hereby jointly and severally guarantees, at the office of guarantee of .....  
 up to a maximum amount of .....

in favour of the European Community comprising the Kingdom of Belgium, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, 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, 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 of the Republic of Iceland, the Kingdom of Norway, Romania, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino <sup>(3)</sup>, any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal <sup>(4)</sup>, .....

may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods described below placed under the Community or common transit procedure from the office of departure of

to the office of destination of .....

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 ended.

At the request of the undersigned and for any reasons recognised 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 acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during the Community or common transit 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.

<sup>(1)</sup> Surname and forenames, or name of firm.

<sup>(2)</sup> Full address.

<sup>(3)</sup> Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

<sup>(4)</sup> Surname and forename, or name of firm and full address of the principal.

4. For the purpose of this undertaking the undersigned gives his or her address for service <sup>(5)</sup> in each of the other countries referred to in paragraph 1 as:

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 service 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 addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at ....., on .....

.....  
(Signature) <sup>(6)</sup>

## II. Acceptance by the office of guarantee

Office of guarantee ..... Guarantor's undertaking accepted on ..... to cover the  
Community/common transit operation effected under transit declaration No ..... of ..... <sup>(7)</sup>

.....  
(Stamp and signature)

<sup>(5)</sup> If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised 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.

<sup>(6)</sup> The person signing the document must enter the following by hand before his or her signature: "Guarantee for the amount of .....", the amount being written out in letters.

<sup>(7)</sup> To be completed by the office of departure.

5. Annex B2 shall be replaced by the following:

'ANNEX B2

**COMMON/COMMUNITY TRANSIT PROCEDURE**

**GUARANTEE DOCUMENT**

**INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS**

**I. Undertaking by the guarantor**

1. The undersigned <sup>(1)</sup> .....

resident at <sup>(2)</sup> .....

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

in favour of the European Community comprising the Kingdom of Belgium, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, 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, 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 of the Republic of Iceland, the Kingdom of Norway, Romania, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino <sup>(3)</sup>,

any amount of principal, further liabilities, expenses and incidentals — but not fines — for which a principal may be or become liable to the above mentioned States for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure, in respect of which the undersigned has undertaken to issue individual guarantee vouchers up to a maximum of EUR 7 000 per voucher.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries 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 EUR 7 000 per individual 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 operation has ended.

At the request of the undersigned and for any reasons recognised 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 acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations 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.

<sup>(1)</sup> Surname and forenames, or name of firm.

<sup>(2)</sup> Full address.

<sup>(3)</sup> Only for Community transit operations.

4. For the purpose of this undertaking the undersigned gives his or her address for service <sup>(4)</sup> in each of the other countries referred to in paragraph 1 as:

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 service 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 addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at ....., on .....

.....  
(Signature) <sup>(5)</sup>

**II. Acceptance by the office of guarantee**

Office of guarantee  
.....

Guarantor's undertaking accepted on  
.....

.....  
(Stamp and signature)

<sup>(4)</sup> If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised 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.

<sup>(5)</sup> The signature must be preceded by the following in the signatory's own handwriting: "Guarantee".

6. Annex B4 shall be replaced by the following:

'ANNEX B4

**COMMON/COMMUNITY TRANSIT PROCEDURE**

**GUARANTEE DOCUMENT**

**COMPREHENSIVE GUARANTEE**

**I. Undertaking by the guarantor**

1. The undersigned <sup>(1)</sup> .....

resident at <sup>(2)</sup> .....

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

up to a maximum amount of

.....  
 being 100/50/30 % <sup>(3)</sup> of the reference amount, in favour of the European Community comprising the Kingdom of Belgium, the Czech Republic, the Kingdom of Denmark, the Federal Republic of Germany, the Republic of Estonia, the Hellenic Republic, 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, 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 of the Republic of Iceland, the Kingdom of Norway, Romania, the Swiss Confederation, the Principality of Andorra and the Republic of San Marino <sup>(4)</sup>,

any amount of principal, further liabilities, expenses and incidentals — but not fines — for which the principal <sup>(5)</sup>,

.....  
 may be or become liable to the abovementioned countries for debt in the form of duty and other charges applicable to the goods placed under the Community or common transit procedure.

2. The undersigned undertakes to pay upon the first application in writing by the competent authorities of the countries 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 operation has ended.

At the request of the undersigned and for any reasons recognised 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.

This amount may not be reduced by any sums already paid under the terms of this undertaking unless the undersigned is called upon to pay a debt arising during a Community or common transit operation commenced before the preceding demand for payment was received or within 30 days thereafter.

3. This undertaking shall be valid from the day of its acceptance by the office of guarantee. The undersigned shall remain liable for payment of any debt arising during any Community or common transit operations 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.

<sup>(1)</sup> Surname and forenames, or name of firm.

<sup>(2)</sup> Full address.

<sup>(3)</sup> Delete what does not apply.

<sup>(4)</sup> Delete the name of the Contracting Party or Parties or States (Andorra or San Marino) whose territory is not transited. The references to the Principality of Andorra and the Republic of San Marino shall apply solely to Community transit operations.

<sup>(5)</sup> Surname and forename, or name of firm and full address of the principal.

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

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 service 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 addresses for service or, if he or she has to change one or more of those addresses, to inform the office of guarantee in advance.

Done at ....., on .....

.....  
(Signature) <sup>(7)</sup>

**II. Acceptance by the office of guarantee**

Office of guarantee  
.....

Guarantor's undertaking accepted on  
.....

.....  
(Stamp and signature)

<sup>(6)</sup> If, in the law of the country, there is no provision for address for service the guarantor shall appoint, in this country, an agent authorised 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.

<sup>(7)</sup> 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.

7. in Box 7 of Annex B5, the word 'Romania' shall be inserted between the words 'Norway' and 'Switzerland';

8. in Box 6 of Annex B6, the word 'Romania' shall be inserted between the words 'Norway' and 'Switzerland';

9. in point 1.2.1 of Annex B7, the following indent shall be added:

— RO Validitate limitată.

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