	Ülke	Soyadı ve adı veya firma adı ve tam adresi
olarak vermekt	edir.	
veya yazılı ola	anın sahibi, bu taahhütk rak iletilen tüm yazışma iyle ulaştırılmış olduğun	e ilgili olarak tebligat adreslerinden birisine gönderilen ların ve tebligatların ve diğer formalite ve prosedürlerin nu kabul eder.
Aşağıdaki imz yetkisini kabul		ligat adresinin bulunduğu yerdeki mahkemelerin yargı
Aşağıdaki imz daha fazlasını (anın sahibi, tebligat adı değiştirmek zorunda kal	reslerini değiştirmemeyi veya adreslerden birisini veya ırsa önceden teminat idaresine bildirmeyi taahhüt eder.
	tarihinde	'de düzenlenmiştir.
(İmza) ⁵		
II. Teminat İc	laresi kabulü	
	Tem	inat İdaresi

(Mühür ve imza)

Bir ülkenin mevzuatında, tebligat adresi ile ilgili bir hüküm bulunmuyorsa, kefil bu ülkede kendisine gönderilen yazışmaları alacak bir yetkili acente tayin eder ve 4 üncü paragrafın ikinci bendindeki kabul ve dördüncü bendindeki taahhüt yazışmak için kullanılmalıdır. Kefilin tebligat adresleri veya yetkili acentelerinin yerleşik bulunduğu yerdeki mahkemeler teminatla ilgili anlaşmazlıklarda yetkilidir.
 İmza, imza sahibinin kendi el yazısı ile yazılacak "teminat" ibaresinden önce gelmelidir.

5. İlave C4 aşağıdaki metinle değiştirilmiştir:

ORTAK/TOPLULUK TRANSİT REJİMİ TEMİNAT BELGESİ KAPSAMLI TEMİNAT

I. Kefil taahhüdü

1
sahibi ² asıl
sorumlu ³ 'nin Topluluk veya ortak transit rejimine tabi
tutulan aşağıda tanımlanan eşyaya ilişkin vergi ve diğer yükler şeklindeki borç için Avrupa
Birliği (Belçika Krallığı, Bulgaristan Cumhuriyeti, Çek Cumhuriyeti, Danimarka Krallığı,
Federal Almanya Cumhuriyeti, Estonya Cumhuriyeti, İrlanda, Yunanistan Cumhuriyeti,
İspanya Krallığı, Fransa Cumhuriyeti, Hırvatistan Cumhuriyeti, İtalya Cumhuriyeti, Kıbrıs
Rum Kesimi, Letonya Cumhuriyeti, Litvanya Cumhuriyeti, Lüksemburg Büyük Dukalığı,
Macaristan Cumhuriyeti, Malta Cumhuriyeti, Hollanda Krallığı, Avusturya Cumhuriyeti,
Polonya Cumhuriyeti, Portekiz Cumhuriyeti, Romanya, Slovenya Cumhuriyeti, Slovak
Cumhuriyeti, Finlandiya Cumhuriyeti, İsveç Krallığı, Büyük Britanya ve Kuzey İrlanda
Birleşik Krallığı'ndan ulaşan) ile İzlanda Cumhuriyeti, Makedonya Cumhuriyeti, Norveç
Krallığı, Sırbistan Cumhuriyeti, İsviçre Konfederasyonu, Türkiye Cumhuriyeti, Andora
Prensliği ve San Marino Cumhuriyeti4'ne ödemesi gerekli olabilecek, aslı veya ilave
yükümlülükler, masraflar ve arızi masraflar ile ilgili olarak - para cezaları hariç - referans tutarın
$\%100/50/30\ensuremath{^{\circ}}\ensuremath$
ülkeler lehine
garanti eder.

2. Aşağıdaki imzanın sahibi, Paragraf 1'de belirtilen ülkelerin yetkili makamlarının ilk yazılı başvurusu üzerine, 30 günlük süre içinde kendisi veya ilgili bir başka kişi işlemin sonlandırıldığını ilgili makamları ikna edecek şekilde kanıtlayamazsa, yukarıda belirtilen maksimum tutara kadar olmak üzere, talep edilen tutarı belirtilen süre içinde ödemeyi taahhüt eder.

Yetkili makamlar, aşağıdaki imzanın sahibinin talebi üzerine ve geçerli kabul edilecek herhangi bir nedenle, aşağıdaki imzanın sahibinin talep edilen tutarı ödemek zorunda olduğu ödeme başvurusu tarihinden sonraki 30 günlük süreyi uzatabilir. Bu ilave sürenin verilmesi nedeniyle

Açık adres.

Soyadı ve adı veya firma adı.

Soyadı ve adı veya firma adı.

⁴ Topraklarından geçilmeyecek olan Akit Tarafın veya Tarafların veya Devletlerin (Andora veya San Marino) adını siliniz. Andora Prensliği ve San Marino Cumhuriyeti'ne yapılan atıflar sadece Topluluk transit işlemlerine uygulanır.

⁵ Uygun olmayanı siliniz.

ortaya çıkacak masraflar ve özellikle de faizler, ilgili ülkenin para piyasasında veya mali piyasasında benzer koşullarda tahakkuk edecek tutara eşit olacak şekilde hesaplanmalıdır.

Bu tutar, aşağıdaki imzanın sahibinden önceki ödeme talebinin alınmasından önce veya izleyen 30 gün içinde başlatılmış bir Topluluk veya ortak transit işlemi sırasında ortaya çıkan bir borcun ödenmesi istenmediği sürece bu taahhüt kapsamında hali hazırda ödenmiş tutarlar kadar indirilemez.

- 3. Bu taahhüt, teminat idaresince kabul tarihinden itibaren geçerli olur. Aşağıdaki imzanın sahibi, bu taahhüt kapsamında olan ve teminatın iptal veya feshinin geçerli olduğu tarihten önce başlatılan Topluluk veya ortak transit işleminden doğan her borcun ödenmesinden, ödeme talebi bu tarihten sonra yapılmış olsa dahi, yükümlü olmaya devam eder.
- 4. Bu taahhüt çerçevesinde aşağıdaki imzanın sahibi Paragraf 1'de belirtilen diğer ülkelerin her birindeki tebligat adresini⁶:

Ülke	Soyadı ve adı veya firma adı ve tam adresi

olarak vermektedir.

Aşağıdaki imzanın sahibi, bu taahhütle ilgili olarak tebligat adreslerinden birisine gönderilen veya yazılı olarak iletilen tüm yazışmaların ve tebligatların ve diğer formalite ve prosedürlerin kendisine tümüyle ulaştırılmış olduğunu kabul eder.

Aşağıdaki imzanın sahibi, her bir tebligat adresinin bulunduğu yerdeki mahkemelerin yargı vetkisini kabul eder.

Aşağıdaki imzanın sahibi, tebligat adreslerini değiştirmemeyi veya adreslerden birisini veya daha fazlasını değiştirmek zorunda kalırsa önceden teminat idaresine bildirmeyi taahhüt eder.
tarihinde

 $(\dot{I}mza)^7$

1 Imza, tam tutar ile birlikte imza sahibinin kendi el yazısı ile yazılacak "...... tutarında teminat" ibaresinden

önce gelmelidir.

⁶ Bir ülkenin mevzuatında, tebligat adresi ile ilgili bir hüküm bulunmuyorsa, kefil bu ülkede kendisine gönderilen yazışmaları alacak bir yetkili acente tayin eder ve 4 üncü paragrafın ikinci bendindeki kabul ve dördüncü bendindeki taahhüt yazışmak için kullanılmalıdır. Kefilin tebligat adresleri veya yetkili acentelerinin yerleşik bulunduğu yerdeki mahkemeler teminatla ilgili anlaşmazlıklarda yetkilidir.

Teminat İdaresi
tarihinde kefil taahhüdünü kabul etmiştir.
(Mühür ve imza)

II. Teminat İdaresi kabulü

- 6. İlave C5'te bulunan 7 numaralı kutuda, "Norveç" ve "İsviçre" sözcüklerinin arasına "Sırbistan Cumhuriyeti" ibaresi eklenmiştir.
- 7. İlave C6'da bulunan 6 numaralı kutuda, "Norveç" ve "İsviçre" sözcüklerinin arasına "Sırbistan Cumhuriyeti" ibaresi eklenmiştir.

Decision No 4/2015 of the EU-EFTA Joint Committee on Common Transit Amending the Convention of 20 May 1987 on a Common Transit Procedure

THE EU-EFTA JOINT COMMITTEE,

Having regard to the Convention of 20 May 1987 on a common transit procedure¹ and in particular Article 15(3)(a) thereof,

Whereas:

- (1) The Republic of Serbia expressed its wish to accede to the Convention of 20 May 1987 on a common transit procedure (the "Convention") and has been invited to do so following Decision No 3/2015 of 13 October 2015 by the EU-EFTA Joint Committee established by the Convention.
- (2) Accordingly, the Serbian 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 be linked to the date of accession of the Republic of Serbia 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 the Republic of Serbia, a transitional period should be established during which the printed forms, with some adaptations, could continue to be used.
- (5) The Convention should be amended accordingly.

HAS ADOPTED THIS DECISION:

Article 1

Appendix III to the Convention on a common transit procedure is amended as set out in Annex to this Decision.

Article 2

- 1. This Decision shall apply on the date the Republic of Serbia acceeds to the Convention.
- 2. The forms based on the specimen forms in Annexes C1, C2, C3, C4, C5, C6 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 1 May 2016.

Done in Istanbul, 26 November 2015

Didem DİRLİK For the Joint Committee The President

ANNEX

- 1. In Annex B1, in box 51 the following indent is added between Romania and Sweden:
- RS Serbia
- 2. In Annex B6, Title III is amended as follows:
- 2.1. In the first part of the table "Limited validity 99200" the following indent is added before SL:
- RS Ограничена важност
- 2.2. In the second part of the table "Waiver 99201" the following indent is added before SL:
- RS Ослобођење
- 2.3. In the third part of the table "Alternative proof 99202" the following indent is added before SL
- RS Алтернативни доказ
- 2.4.In the fourth part of the table "Differences: office where goods were presented....(name and country) 99203" the following indent is added before SL:
- RS Разлике: царински орган којем је предата роба (назив и земља)
- 2.5. In the fifth part of the table "Exit fromsubject to restrictions or charges under Regulation/Directive/Decision No... 99204" the following indent is added before SL:
- RS Излаз из подлеже ограничењима или дажбинама на основу Уредбе/Директиве/Одлуке бр...
- 2.6. In the sixth part of the table "Prescribed itinerary waived -99205" the following indent is added before SL:
- RS Ослобођено од прописаног плана пута
- 2.7. In the seventh part of the table "Authorised consignor 99206" the following indent is added before SL:
- RS Овлашћени пошиљалац
- 2.8. In the eighth part of the table "Signature waived 99207" the following indent is added before SL:
- RS Ослобоћено од потписа
- 2.9. In the ninth part of the table "COMPREHENSIVE GUARANTEE PROHIBITED 99208" the following indent is added before SL:
- RS ЗАБРАЊЕНО ЗАЈЕДНИЧКО ОБЕЗБЕЂЕЊЕ
- 2.10. In the 10th part of the table "UNRESTRICTED USE 99209" the following indent is added before SL:
- RS НЕОГРАНИЧЕНА УПОТРЕБА
- 2.11. In the 11th part of the table "Issued retroactively" -99210" the following indent is added before SL:
- RS Накнадно издато
- 2.12. In the 12th part of the table "Various 99211" the following indent is added before SL:
- RS Разно

- 2.13 In the 13th part of the table "Bulk 99212" the following indent is added before SL:
- RS Pacyto
- 2.14. In the 14th part of the table "Consignor 99213" the following indent is added before SL:
- RS Пошиљалан
- 3. Annex C1 is replaced by the following text:

I. Undertaking by the guarantor

ANNEX C1 COMMON/COMMUNITY TRANSIT PROCEDURE GUARANTEE DOCUMENT INDIVIDUAL GUARANTEE

1. The undersigned ² resident at ³ hereby jointly and severally guarantees,
at the office of guarantee ofup to a maximum amount ofin 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,
Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Republic of
Croatia, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of
Lithuania, the Grand Duchy of Luxembourg, 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 former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic
of Serbia, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the
Republic of San Marino ⁴ any amount of principal, further liabilities, expenses and incidentals
- but not fines - for which the principal ⁵ 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 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 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

Surname and forename, or name of firm

Full address

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 Marion shall apply solely to Community transit operations.

Surname and forename, or name of firm

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.
- 4. For the purpose of this undertaking the undersigned gives his or her address for service⁶ in each of the other countries referred to in paragraph 1 as:

Country	Surname and forename, 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) ⁷
II. Acceptance by the office of guarantee
Office of guarantee
Guarantor's undertaking accepted on

Guarantor's undertaking accepted on..... to cover the Community/common transit operation effected under transit declaration No.... of 8

(Stamp and signature)

4. Annex C2 is replaced by the following text:

If, in the law of the country, there is no provisions for address for service the guarantor shall appoint, in this

country, an agent authorised to receive any communications addressed to him and the acknowledgment 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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee

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.

To be complete by the office of guarantee

ANNEX C2

COMMON/COMMUNITY TRANSIT PROCEDURE GUARANTEE DOCUMENT

INDIVIDUAL GUARANTEE IN THE FORM OF VOUCHERS

I. Uı	nderta	king	by	the	guarantor
-------	--------	------	----	-----	-----------

- 1. The undersignedresident at 10hereby jointly and severally guarantees, at the office of guarantee ofin 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, Ireland, the Hellenic Republic, the Kingdom of Spain, the French Republic, the Republic of Croatia, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, 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 former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic of Serbia, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino¹¹, 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.
- 4. For the purpose of this undertaking the undersigned gives his or her address for service 12 in each of the other countries referred to in paragraph 1 as:

Surname and forename, or name of firm

Full address

Only for Community transit operations

If, in the law of the country, there is no provisions for address for service the guaranter shall appoint, in this

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.

(Signature) ¹³
II. Acceptance by the office of guarantee
Office of guarantee
Guarantor's undertaking accepted on
(Stamp and signature)

Done at on

5. Annex C4 is replaced by the following text:

ANNEX C4

COMMON/COMMUNITY TRANSIT PROCEDURE GUARANTEE DOCUMENT

COMPREHENSIVE GUARANTEE

- I. Undertaking by the guarantor
- 1. The undersigned¹⁴resident at¹⁵hereby jointly and severally guarantees, at the office of guarantee ofup to a maximum amount ofbeing 100/50/30 %¹⁶ of the reference amount, 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, Ireland, the Hellenic Republic, the Kingdom of Spain,

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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee

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

Surname and forename, or name of firm

Full address

Delete what does not apply

the French Republic, the Republic of Croatia, the Italian Republic, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Grand Duchy of Luxembourg, 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 former Yugoslav Republic of Macedonia, the Kingdom of Norway, the Republic of Serbia, the Swiss Confederation, the Republic of Turkey, the Principality of Andorra and the Republic of San Marino¹⁷, any amount of principal, further liabilities, expenses and incidentals - but not fines - for which the principal¹⁸may 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.
- 4. For the purpose of this undertaking the undersigned gives his or her address for service¹⁹ in each of the other countries referred to in paragraph 1 as:

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

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 Marion shall apply solely to Community transit operations

Surname and forename, or name of firm

If, in the law of the country, there is no provisions for address for service the guarantor shall appoint, in this country, an agent authorised to receive any communications addressed to him and the acknowledgment 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 of his agents are situated shall have jurisdiction in disputes concerning this guarantee

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.

(Signature) ²⁰
II. Acceptance by the office of guarantee
Office of guarantee
Guarantor's undertaking accepted on
(Stamp and signature)

Done at on

- 6. In Box 7 of Annex C5, the word "Serbia" is inserted between the words "Norway" and "Switzerland".
- 7. In box 6 of Annex C6, the word "Serbia" is inserted between the words "Norway" and "Switzerland".

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.