

TRANSFER PROVISION “**FORWARD-DELIVERY CDG**” (for professional plant protection products with Dutch label) (**version: July 2016**)

(Company) name of receiving party:	
Street + number:	
City:	Country:
Represented by:	Hereinafter referred to as: receiving party
<p>Option A: (Temporary) storage in the Netherlands</p> <p>It is required that the receiving party provides the information of the (temporary) storage in the Netherlands:</p> <p>1. Name storage location in the Netherlands: <input style="width: 100%; height: 20px;" type="text"/></p> <p>2. Address storage location in the Netherlands: <input style="width: 100%; height: 20px;" type="text"/></p> <p>3. Number of the license of professional competence: <input style="width: 100%; height: 20px;" type="text"/></p> <p>In addition, a copy must be sent of either a valid environmental permit based on the Wet Milieubeheer or a notification based on the Activiteitenbesluit Milieubeheer.</p>	<p>Option B: Direct delivery</p> <p>In the event of direct delivery (i.e. no (temporary) storage) to another country the destination of the professional plant protection products must be provided.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>

(Company) name delivering party:	
Street + number:	
City:	
Represented by:	Hereinafter referred to as: delivering party

TEXT CONTINUES ON NEXT PAGE

You must use this transfer provision each **quarter** you deliver professional plant protection products with a Dutch label to companies not included in the CDG register (see www.stichtingcdg.nl). You must also use this transfer provision each quarter you export¹ professional plant protection products with a Dutch label, for example to end users outside the European Union **or to foreign distributors**.

A precondition is that the professional plant protection products are not brought onto the Dutch market. 'Forward-deliveries' are only allowed if the delivering CDG-registered company has assessed the receiving party and has established that there is no reason to doubt a responsible handling of plant protection products. This transfer provision can be helpful in this regard by stating that:

1. If delivery takes place on Dutch territory, the receiving party proves that storage and/or transport occurs conform Dutch laws on environment and (external) safety.
2. The receiving party does everything that may be expected in fairness to prevent that the plant protection product is brought onto the Dutch market. The receiving party therefore includes this transfer provision in any agreement to supply a third party with the plant protection product under that agreement.
3. When the administration of the receiving party or a third party does not show that the plant protection product has been brought onto the market outside of the Netherlands, the receiving party forfeits a sum of 10% of the market value of the plant protection products to the State of the Netherlands.
4. This obligation will be transferred to those who will obtain the plant protection product under special title. Those who are awarded a restricted right or right to use the product will be bound as well.
5. The delivering party registers in any case the order and/ or order number belonging to the delivery.
6. The delivering party sends once every **quarter** a copy of this transfer provision, that has been drafted in this period, to the foundation CDG. The foundation will handle this transfer provision with confidentiality and neither third parties nor board members shall be given access to this document. However, the foundation CDG is allowed to send this document to the **competent** public bodies, like NVWA, ILT and the environmental police.
7. The delivering party and the receiving party keep this transfer provision for at least 5 years in their administration.

Date:

City:

Signature receiving party:

Signature delivering party:

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¹ NB: Export requires specific expertise, including of the laws of the country of destination.