

Collateral Promise in respect to the application for a Carnet de Passages (Version 26A)

This additional form must be completed and signed by the vehicle owner if the applicant is not the vehicle owner according to Part 1 of the Registration Certificate (vehicle registration document). If the vehicle is registered to a company, ADAC shall also require a copy of the extract from the commercial register (not older than four weeks) showing the authorized signatory.

Personal details of the applicant		
Surname or company name		First name
Street, house no.		Post code, town/city, country
Date of birth (DD/MM/YYYY)		

1. Subject matter of the collateral promise


The applicant has filed an application with Allgemeiner Deutscher Automobil-Club e.V. (ADAC) (referred to in the following as "ADAC") for the issue of a Carnet de Passage en Douane ("Carnet"). Pursuant to Part 1 of the Registration Certificate (vehicle registration document), the undersigned is the owner of the vehicle. The text of the agreement between ADAC and the applicant is attached to this declaration (Terms & Conditions for the Issue and Use of the Carnet de Passages).

In accordance with Clause 5 of the Terms and Conditions for the Issuance and Use of the Carnet de Passage, ADAC is entitled to indemnification by the applicant against liabilities vis-à-vis the competent domestic and foreign customs authorities, national and international automobile clubs and other bodies arising from or in connection with the Carnet issued by ADAC.

The undersigned provides suretyship as an additional debtor alongside the applicant and is jointly and severally liable to ADAC for claims in connection with the respective Carnet as issued.


2. Data protection information

You will find detailed data protection information here: [Data Protection Information \(adac.de\)](https://www.adac.de/datenschutz/carnet-de-passages-en/).

	For the processing of personal data in connection with the <i>Carnet de Passages</i> , ADAC e.V., Hansastraße 19, 80686 Munich ("ADAC"), acts as the data controller within the meaning of the General Data Protection Regulation ("GDPR").
	All relevant information is available at: https://www.adac.de/datenschutz/carnet-de-passages-en/
	ADAC has appointed a Data Protection Officer. If you have any questions regarding data protection, in particular in connection with the Carnet de Passages, you may contact the Data Protection Officer at: ADAC e.V. Data Protection Officer – Hansastraße 19 – 80686 Munich – Email: dsb-mail@adac.de

3. Applicable law and place of jurisdiction

All legal relationships between ADAC and the undersigned arising from this declaration of suretyship shall be governed by the law of the Federal Republic of Germany. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) do not apply. Where the signatory is a consumer, the mandatory consumer protection regulations of the EU Member State of which the signatory is a habitual resident shall remain unaffected by the choice of law clause. Munich shall be the place of jurisdiction if the undersigned does not have a general place of jurisdiction in Germany or is an entrepreneur within the meaning of Section 14 German Civil Code (BGB).

Details concerning the vehicle and vehicle owner		
Country of vehicle registration	License plate number	Vehicle identification number (VIN)
Surname or company name		First name
Street, house no.		Post code, town/city, country
Telephone no. with area code (during the day)	Date of birth (DD/MM/YYYY)	Identified by: <ul style="list-style-type: none"> <input type="radio"/> Passport <input type="radio"/> Identity card
 _____ Place, date	_____ Vehicle owner's signature	<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> _____ Company stamp

Gender note: All content addresses and applies to all genders (f/m/o). Where grammatically masculine, feminine or neutral personal designations are used, this serves solely to improve readability.

Terms & Conditions
for the Issue and Use of the Carnet de Passages

1. Scope; subject matter

- 1.1 Allgemeiner Deutscher Automobil-Club e.V. (ADAC), referred to in the following as "**ADAC**", Hansastr. 19, 80686 Munich, is the issuer of the Carnet de Passages en Douane (in the following "**Carnet**").

The Carnet is issued to you as the applicant (m/f/o) ("**Applicant**") by ADAC, subject to any restrictions or conditions set out in these Terms & Conditions and following a positive review of the application by ADAC. The issue of a Carnet by ADAC to the Applicant, who becomes the holder of the Carnet (referred to in the following as the "**Border Document Holder**") upon issuance, is predicated upon receipt by ADAC of the issuance fees and shipping charges shown on the invoice sent and the specified security deposit at least 14 days prior to the selected start of validity of the Carnet. Where the Applicant is not the owner of the vehicle that is subject to the application for a Carnet according to Part 1 of the Registration Certificate (vehicle registration document), the "Collateral Promise in respect to the application for a Carnet de Passages" must be completed and signed by the vehicle owner. During document upload, the signed collateral promise must be attached by the Applicant directly in the online Carnet application. It will otherwise be impossible to enable punctual dispatch of the Carnet. The Carnet will only be issued and dispatched once ADAC has received payment. Where the security deposit is provided by means of a bank guarantee, the original bank guarantee signed by the bank must be received by ADAC at least 14 days prior to the selected start of validity of the Carnet. The template form provided by ADAC for the bank guarantee declaration must be used.

- 1.2 These contractual conditions apply to the application for and use of the Carnet.

By checking the box, the Applicant confirms their agreement to comply with these Terms & Conditions.

The Applicant and the vehicle owner must be at least 18 years old when applying for a Carnet.

- 1.3 The contractual language is German. Exclusively the German version of these Terms & Conditions shall be legally binding. The English version is intended for informational purposes only. The German version shall take precedence in the event of discrepancies or contradictions between the language versions.

2. Conclusion and processing of the Agreement; contractual text

The online application form to apply for a carnet does not constitute a legally binding offer by ADAC and is instead a non-binding invitation to submit an application. The Applicant has the opportunity to check their entries and correct them if necessary after completing the online application process. The Applicant submits a binding application to enter into an Agreement by clicking on the "Pay Now" button. ADAC directly sends an automated email to confirm receipt of this application, whereby it reserves the right to review the documents submitted together with the application. This first automated email does not constitute acceptance of the application by ADAC and does not lead to the conclusion of an Agreement. The Agreement for the issue of a Carnet only comes into effect when a second email is sent confirming that review of the application by ADAC is complete.

ADAC saves the content of the Agreement together with the T&C and sends it to the Applicant in this second email.

ADAC will issue the Carnet and send it to the applicant by post as soon as it has received full EURO payment of the issuance and shipping fees and the security deposit in the ADAC account as indicated or, in the case of a bank guarantee, once the original ADAC form signed by the bank has also been received. However, the Carnet de Passages can be issued at the earliest 28 days before the selected start of validity. For the sake of clarity: the Applicant shall bear all external fees or costs incurred in connection with transfer of the issuance and shipping fees to the ADAC account and/or differences arising from exchange rate fluctuations.

3. Terms of use for the Carnet and vehicle

The Border Document Holder may only use the Carnet for the temporary import of the vehicle into other countries. The Border Document Holder warrants that the information provided in the application is true and that the Border Document Holder does not reside in the countries for which the Carnet is requested within the meaning of the local laws or customs regulations and shall refrain from taking up residence during the period of validity of the Carnet. The Border Document Holder shall ensure that the vehicle listed in the Carnet remains in the foreign countries only in accordance with the relevant customs regulations, but not beyond the period of validity of the Carnet. The permitted duration of stay for the vehicle in the respective countries depends on the applicable national customs regulations, which may be significantly shorter than the validity of the Carnet. The Border Document Holder shall ensure that the vehicle is used exclusively for the personal purposes of the Border Document Holder in accordance with the relevant customs regulations and is not structurally modified, sold, lent, hired out, given away, pledged or made available to others for use.

4. Ownership of the Carnet

The Carnet is and remains the property of ADAC. It is non-transferable. Dispositions in favor of third parties and a right to retain the Carnet are excluded. ADAC must be notified without delay if the Carnet is lost; the consequences of willful or negligent loss shall be borne by the Border Document Holder.

5. Security deposit and indemnity claim

A security deposit must be paid to ADAC prior to issue of a Carnet. This security deposit may be provided either by the Applicant themselves or by a third natural or legal person and may also be provided either by (i) transferring a security deposit to the ADAC account specified in the application documents or (ii) by means of a bank guarantee. If the security deposit is transferred to the ADAC account, the deposited amount shall not bear interest for the duration of the deposit. In the case of a bank guarantee, the Applicant must use the bank guarantee form sent by ADAC to the Applicant for the online application process. The amount of the security deposit depends on the type of vehicle, its current value and the country of travel. As the issuer of the Carnet, ADAC has provided a guarantee to the competent domestic and foreign customs authorities, national and international automobile clubs and other bodies for the fulfillment of any liabilities of the Border Document Holder arising from or in connection with the Carnet issued by ADAC. Should any of the aforementioned bodies exercise a claim, ADAC shall, as a rule, be initially obliged to make payments to these bodies. If a claim is exercised against ADAC by the aforementioned bodies, it will first liaise with the Border Document Holder in writing concerning the existence of the claim. Where the claim actually exists, ADAC will use (all or part of) the security deposit paid by the Border Document Holder to settle the payment claim.

ADAC shall be entitled to indemnification from the Border Document Holder if the security deposit is insufficient to settle the claim. The vehicle owner and the Border Document Holder shall be jointly and severally liable if the vehicle owner has accepted suretyship in respect to the obligations of the Border Document Holder.

6. Conditional assignment of claims

In the event that the actual customs claim can only be settled in part and not in full by ADAC from the security deposit and the Border Document Holder fails to comply with a request for payment by ADAC (for the difference between the security deposit and the total customs claim), ADAC has taken out insurance with Lloyd's of London to provide cover against the risk of such a claim by the aforementioned authorities. Insofar as Lloyd's of London indemnifies ADAC of its obligations towards the aforementioned bodies, the claims against the Border Document Holder (which were passed initially by the aforementioned bodies to ADAC) shall pass to Lloyd's of London. Lloyd's of London has assigned the rights to claim compensation for payments made under the insurance contract to Miller Insurance Services LLP, 70 Mark Lane, London, EC3R 7NQ, United Kingdom. Miller Insurance Services LLP is therefore entitled to exercise in its own name actual claims arising from or in connection with the Carnet – also in court – against the Border Document Holder.

7. Obligations during and after re-export

The Border Document Holder is obliged to

- re-export the vehicle from the customs territory concerned within the period of validity of the Carnet, but in any case within the period of temporary importation granted for the vehicle by the foreign customs authority,
- have the Carnet duly discharged (that is, in accordance with the explanations under point 4 of the "Instructions for applying for and using the Carnet de Passages") and
- return the Carnet duly discharged (that is, in accordance with the explanations under point 4 of the "Instructions for applying for and using the Carnet de Passages") to ADAC, without being instructed to do so, together with the proof of whereabouts from the customs authority relating to the vehicle (cf. in this respect points 4, 7 and 9 of the "Instructions for applying for and using the Carnet de Passages"), and to do so without delay after the end of the journey, but no later than 4 weeks after the Carnet expires. Additional discharge fees may be incurred if the Carnet is not properly discharged; ADAC will charge the Border Document Holder for these fees separately.

8. Obligations in the event of re-entry without a vehicle

If it is not possible to re-export the vehicle, e.g. due to an accident, theft or for other reasons, the Border Document Holder shall be obliged to take all reasonable measures either – as required by the applicable customs regulations – to unconditionally transfer the vehicle to the respective country of import in which the vehicle was last located or to scrap or clear the vehicle under customs supervision. The Border Document Holder shall in all cases notify and inform the local customs authorities and the automobile club in the country of import. The Border Document Holder must ensure that the customs authority issues a customs document with the complete vehicle data (chassis, engine number, etc.) and also permanently discharges the Carnet. Clause 7 of these Terms & Conditions applies *mutatis mutandis*.

9. Obligations in regard to customs regulations

The Border Document Holder authorizes ADAC, to the extent necessary for the proper processing of the Carnet, to act on the Holder's behalf in dealings with the relevant domestic and foreign customs authorities, national and international automobile clubs and other bodies.

ADAC will invoice the Border Document Holder for any verifiable costs incurred in connection with proper processing of the Carnet (e.g. official fees). ADAC will – as far as possible – provide the Border Document Holder with prior notification of such costs in text form. Upon request, the Border Document Holder shall be obliged to provide ADAC and Miller Insurance Services LLP with all supporting documents required in this regard and shall do so without delay. The Border Document Holder undertakes to reimburse ADAC or Miller Insurance Services LLP for the

costs and expenses charged by the customs administration of the country of import for the administration of a Carnet. This amount shall be calculated on the basis of the amount paid by ADAC or Miller Insurance Services LLP to reimburse the customs claim.

10. Liability

ADAC shall, to the best of its knowledge, endeavor to provide up-to-date information and to issue the Carnet promptly and with due care. ADAC and Miller Insurance Services LLP – insofar as Miller Insurance Services LLP acts in connection with the enforcement of claims arising from the Carnet or its subsequent settlement – shall only be liable for damages of any kind – including but not limited to damages resulting from incorrect or incomplete information, as well as in the processing of any customs complaints – in the event of intent, gross negligence and the negligent breach of material contractual obligations (cardinal obligations, i.e. obligations whose fulfillment is necessary to achieve the objective of the Agreement). The limitation of liability does not apply to damages resulting from injury to life, limb or health.

11. Return of the security deposit or bank guarantee

Upon the return of the properly and irrevocably discharged Carnet by the Border Document Holder, ADAC reserves the right to check the entries in the Carnet to ensure their compliance with the conditions and customs regulations of the countries of import. Where all entries are compliant, ADAC shall be obliged to pay the security deposit to the beneficiary listed in the application or, in the case of bank guarantees, to notify the responsible bank of the release of the guarantee and to return the bank guarantee declaration. ADAC does not pay interest on the security deposit. The security deposit will be refunded by bank transfer in EURO (€) via the ADAC headquarters in Munich. The issuance and shipping fees will not be refunded if the Carnet remains unused. For the sake of clarity: the Border Document Holder shall bear all external fees and costs incurred in connection with chargebacks, returned direct debits and rejected, cancelled or otherwise failed transfers/payments.

12. Data protection information

You will find detailed data protection information here: [Hinweise_Datenschutz_Carnet.pdf \(adac.de\)](#).

13. Applicable law and place of jurisdiction

All legal relationships arising from these Terms & Conditions between ADAC or Miller Insurance Services LLP and the Applicant shall be governed by the law of the Federal Republic of Germany. Where the Applicant is a consumer, the mandatory consumer protection regulations of the EU Member State of which the Applicant is a habitual resident shall remain unaffected by the choice of law clause. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) do not apply. Should the undersigned have no general place of jurisdiction in Germany, Munich shall be deemed the non-exclusive place of jurisdiction.

As at April 2026