

.....
(miejsowość i data) /(*place and date of issue*)

PEŁNOMOCNICTWO
/POWER OF ATTORNEY/

do działania w formie przedstawicielstwa*:
/To act on behalf of:/

BEZPOŚREDNIEGO / **POŚREDNIEGO**
/DIRECT/ ***/INDIRECT/***

Na podstawie przepisów art. 18 i art. 19 Rozporządzenia Parlamentu Europejskiego i Rady (UE) Nr 952/2013 z dnia 9 października 2013 r. ustanawiającego unijny kodeks celny i na podstawie przepisów art. 76, 77 i 79 ustawy z dnia 19 marca 2004 r. – Prawo Celne, **niniejszym udzielam pełnomocnictwa Spółce:**
/Based on provisions of Art. 18 and art. 19 of Council Regulation (EEC) No. 952/2013 of 9 October 2013 establishing the Union Customs Code and based on provisions of art 76, art. 77 and art. 79 of the Customs Law Act of 19 march 2004, I hereby grant the power of attorney to the company:



LANGOWSKI
LOGISTICS

LANGOWSKI LOGISTICS Sp. z o.o.
ul. Łużycka 3c, 81-537 Gdynia
Tel.: +48 58 355 73 00

REGON: 381455449; VAT ID / NIP: PL9581695728; KRS: 0000902900; AEO:PLAE0F320000180106;

do podejmowania na rzecz Mocodawcy: /to act on behalf of Principal:/

Nazwa: /Name of company:/

Adres: /Address of company:/

EORI: /EORI No:/

NIP: /VAT ID No:/

działania przed organami administracji celno – skarbowej celem spełnienia wszelkich czynności i formalności przewidzianych w ustawodawstwie celnym, podatkowym, związanych z dokonywaniem obrotu towarowego z państwami trzecimi oraz do rejestracji i aktualizacji danych mocodawcy w systemie PDR.

Niniejsze pełnomocnictwo uprawnia pełnomocnika także do reprezentacji Mocodawcy w sprawach podatkowych, wynikających z dokonywanych przez Pełnomocnika działań określonych w zdaniu poprzedzającym.

Prawo do wykonywania działań objętych pełnomocnictwem przynależy do wszystkich agentów celnych pracujących w LANGOWSKI LOGISTICS Sp. z o.o., bez względu na rotacje kadrowe.

Jednocześnie wyrażam zgodę na udzielenie przez Pełnomocnika dalszego upoważnienia/pełnomocnictwa stosownie do art. 77 ustawy prawo celne.

/in his dealings with the Customs and tax administration Authorities to perform the acts and formalities laid down by customs, tax rules, in connection with trade in goods between the Community and third countries and to register and update the Principal's data in the PDR system.

Right to performing included hereby action with power of attorney belongs to all customs brokers working in the customs agency LANGOWSKI LOGISTICS Sp. z o.o. irrespective of personnel rotations/changes.

I also agree for this Power of attorney to be further substituted as per Art. 77 of the Customs Law Act./

Niniejsze pełnomocnictwo ma charakter*: */This power of attorney is*/*

stały */permanent/*

tymczasowy do dnia */temporary to date/*

jednorazowy */singular/*

* zaznaczyć właściwe */* Please mark Your choice/*

Potwierdzenie przyjęcia pełnomocnictwa:

/Confirmation of receipt of power of attorney/

.....
(data i podpis osoby działającej w imieniu LANGOWSKI LOGISTICS)
(date & signature person representing Customs Agency)

.....
(pieczęć firmowa, czytelny podpis i stanowisko osoby lub osób upoważnionych do reprezentowania firmy)
(*company's stamp, legible signature and position of the person or people authorized to represent the company*)

1. In the case of restricting the power of attorney to selected activities arising either from the scope of activities of LANGOWSKI LOGISTICS Sp. z o.o. (herein also as: LANGOWSKI LOGISTICS) or from the intent of the authorized person, the activities not covered by this power of attorney shall be duly specified.
2. The Principal undertakes to immediately notify the proxy and the relevant customs and tax administration bodies of revoking this power of attorney. Otherwise, LANGOWSKI LOGISTICS shall continue to effectively act on behalf of the principal on the basis of the power of attorney granted.
3. The submission of this power of attorney and its certified copies, extracts or other copies to customs authorities shall result in the obligation to pay a stamp duty in the amount arising from the applicable regulations. The Principal undertakes to each time pay the applicable stamp duty.
4. The Principal granting this power of attorney further assumes responsibility for:
 - a) the correctness, completeness and accuracy of any data and documents submitted for the customs clearance,
 - b) the actual compliance of the goods with the applicable documents, as regards the quantity, weight, type and value,
 - c) the observance of the deadlines determined in the course of operations,
 - d) the submission of the Binding Tariff Information (BTI) prior to customs clearance.
5. The Principal shall be obliged to immediately notify the Customs Agency in writing of any changes concerning the Principal (e.g. the address or name change) and of any actions taken by the Principal or any third party, as arising from the Bankruptcy and Rehabilitation Law Act, or from the Restructuring Law Act – immediately, but not later than within 7 days of the date of introducing any such change.
6. In the event of securing any customs and tax liabilities, the secured payments should be made to the LANGOWSKI LOGISTICS account based on the debit note immediately after its receipt and not later than within the date specified in the said note. In the event of failure to observe the payment date, the principal shall bear the statutory interest for the delay in payment.
7. The Principal also undertakes to pay all customs and tax duties and other charges imposed on the goods and to reimburse any other costs incurred by LANGOWSKI LOGISTICS for the benefit of customs and tax authorities, in particular on the basis of decisions of these authorities, and resulting from the service provided by LANGOWSKI LOGISTICS.
8. If the power of attorney is granted to act as an indirect agency, and in particular when the simplified imports procedure is applied in compliance with the standards arising from the Union Customs Code, with the aim of securing the LANGOWSKI LOGISTICS payment claims that may result from any factors not attributable to LANGOWSKI LOGISTICS customs and tax liabilities, the Principal hereby declares that he undertake to pay such dues on the first demand by LANGOWSKI LOGISTICS.
9. If the provision of the good to customs review, sample collection or examinations and analyses is deemed necessary, the Principal undertakes to repay the costs incurred in connection therewith (Article 189 of the Union Customs Code).
10. In the event of failure to deliver the goods or documents required for the customs notification within the set deadline, the Principal undertakes to cover the costs of any warehouse, storage or return shipment charges, as well as penalty charges arising from Article 94 § 1 and § 2 of the Penal and Fiscal Code.
11. Any disputes shall be settled by the court having the jurisdiction over the registered office of LANGOWSKI LOGISTICS.
12. The Principal declares that: the entrusted goods are not armaments or goods of strategic importance for state security within the meaning of the Polish legislation Act: *Ustawy z dnia 29 listopada 2000 r. o obrocie z zagranicą towarami, technologiami i usługami o znaczeniu strategicznym dla bezpieczeństwa państwa, a także dla utrzymania międzynarodowego pokoju i bezpieczeństwa (t.j. Dz. U. z 2020 r. poz. 509 ze zm.)*/ Act of November 29, 2000 on foreign trade in goods, technologies and services of strategic importance for the security of the state, as well as for the maintenance of international peace and security.
13. LANGOWSKI LOGISTICS Sp. z o.o. in accordance with Art. 13 sec. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC (GDPR) informs that he is the Administrator of personal data obtained in connection with the granting of this power of attorney (data of the Principal and persons acting on his behalf). The processing of personal data is a necessary condition for the implementation of the scope of activities covered by this power of attorney. The full text of the Information Clause is available at: <https://www.langowski.eu/uploads/pliki/RODO.pdf>
14. The Principal declares that he has received and familiarized himself with the above-mentioned Information Clause and consent to the processing of personal data indicated above to the extent necessary for the implementation of the granted to the Company.

Data on the Entity trading with third countries:

Name of the person responsible for the invoice translation, phone/e-mail/ fax

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 (pieczęć firmowa, czytelny podpis i stanowisko osoby lub osób upoważnionych do reprezentowania firmy)
 (company's stamp, legible signature and position of the person or people authorized to represent the company)