………………………, date: ……………………..

**AUTHORISATION**

**to act as an indirect representative**

We, hereby, authorise ALLcom Limited Liability Company (ALLcom Sp. z o.o.) with its registered seat in Gdynia, Poland, 10 th Lutego 16 Street, 81-364 Gdynia, Statistical number (REGON): 190900213, Taxpayer’s Identification Number: 586-10-45-219, to undertake **in favour** of:

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all actions and to conduct any formalities in custom offices required by the customs regulations on the basis of Art. 18 par. 1 of the Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (with later amendments), which also includes initiating and supporting any legal proceedings stipulated by the law.

We also agree to extend this authority on the third parties, in compliance with the Art. 77 of The Customs Law Act of 19 March 2004.

This authorisation is permanent.

The right to perform activities contemplated hereunder concerns all customs agents employed by ALLcom Sp. z o.o. at the date of undertaking aforementioned activities.

 …………………………

*(Seal)*

………………………………………………

*(Legible signature or personal seal of the person who*

 *has authorisation to act on behalf of the Principal)*

***Bank of the Principal: ………………………… SWIFT/BIC of the Bank…………………………***

***Bank account number: ………………………………………………………………………………...***

***Telephone number:………………………….. E-mail:…………………………………………….....***

***Tax Identification Number:…………………………………………………………………………….***

***National Business Registration Number:………………………………………………………......***

***EORI:……………………………………..***

***Confirmation of the authorisation acceptance:***

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*(Date and signature of the person who acts on behalf of the agency)*

Registered under the position:…………………………….

**The Principal hereby commits oneself and declares to:**

1. Be exclusively liable for:
	1. reliability of translation any documents into Polish,
	2. compliance of shipment with the documents,
	3. meeting deadlines in the course of actions,
	4. timely and correct payment of public and legal liabilities, in particular duties and taxes.
2. Be exclusively liable for completeness, authenticity and correctness of any data and documents delivered to the Representative that are related to undertaken actions and conducted formalities. Thus, the Representative is not obliged to verify authenticity or correctness of delivered data or documents.
3. Appropriately in advance deliver to the Representative all possessed documents required to conduct a fast and correct customs clearance, including Binding Tariff Information, permissions, licences and valid certificates of origin.
4. Appropriately in advance deliver to the Representative customs tariff code. If no customs tariff code is delivered, the Principal authorises the Representative to determine customs tariff code by oneself, which the Principal is exclusively liable for.
5. Cargo reported within the framework of the authorisation is not or will not be of a strategic importance within the meaning of regulations concerning trading aforementioned products, unless the Representative is appropriately in advance informed about that fact and given all required documents.
6. In case the security of customs or tax dues possessed by the Representative is used, the Principal declares to pay secured dues to the designated bank account number at the defined date. In case of delay in payment the Representative is entitled to demand statutory interest for delay and/or compensation for the damages.
7. The Principal is obliged to pay customs and tax duties with any interest on the account indicated by the Representative in a proper and timely manner.
8. On the first demand of the Representative, the Principal declares to pay the customs or tax dues for the benefit of the Representative or the tax administration authority, or to secure the payment of aforementioned dues before they are paid by the Representative, or to immediately deliver to the Representative the evidence of payment of the aforementioned dues or the evidence of conducting a proper security.
9. In case of settlement of VAT due to import of goods in a tax declaration, the Principal shall be obliged to send to the Representative documents confirming the settlement of the tax amount in the tax declaration, immediately and/or simultaneously after submitting the tax declaration to the tax office. These documents are: tax declaration with confirmation of registered special delivery mail (UPO) and compilation of customs declarations with VAT amounts. If the Principal at the indicated time does not hand over to the Representative the above-mentioned documents, he immediately pay tax due, which the Principal had to settle in tax declaration with interest for the Representative or for the tax administration authority.
10. In case of issuance by the tax administration authority a decision or any other judicial decision or act of similar nature regarding the ex officio assessment of any tax on the import of goods specifying in particular the correct amount of tax or increasing customs duties and/or taxes, the Principal shall pay immediately on the first demand of Representative all receivables resulting from decisions issued by a tax administration authority.
11. If the Principal breaches any of his obligations mentioned in this Authorization (in particular mentioned in points 9 and 10 of the Authorisation) or the generally applicable provisions of law, as a result of which the Representative will be obligated to pay receivables in whole or in part instead of the Principal, the Principal shall immediately – without making any demands or conditions, on the first demand of the Representative – return to the Representative all paid public debts and all expenses, costs incurred by him, the Principle also undertakes to pay compensation for any damages suffered by the Representative.
12. Be exclusively liable to the Representative for any violations of the aforesaid obligations and declarations and for any customs or tax dues, costs and fees related to introduction of imported products in the European Union.
13. The Principle waives any claims of any nature arising or likely to arise towards the Representative from to use by the Representative of his rights, in particular provided for generally applicable laws or the content of this Authorization.

………………………….

*(Seal)*

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*(Legible signature or personal seal of the person who*

 *has authorisation to act on behalf of the Principal)*