

GENERAL CONDITIONS OF PROVIDING FORWARDING SERVICES
by MILLA LOGISTICS sp. z o.o. company based in Pogorze

I. Validity

1. These General Terms and Conditions for the Provision of Services, hereinafter referred to as GTC, apply only to forwarding services by MILLA LOGISTICS Sp. z o.o. (hereinafter referred to as MILLA LOGISTICS) based in Pogorze for and commissioning contractors, both natural persons, legal persons and individuals organizational entities that are not legal persons, hereinafter referred to as the Client. These conditions apply to everyone without exception future business relationships established by MILLA LOGISTICS with customers. They will only be disabled in

in the event of a separate written agreement on the terms of performance of a given service agreed by MILLA LOGISTICS in agreement with the person authorized to represent the client.

2. MILLA LOGISTICS provides forwarding services such as sea and land forwarding, logistics, customs clearance, mediation in obtaining official certificates, mediation in the insurance of goods in maritime transport and by land, freight of ships and other means of transport, participation in inspection, condition verification sea containers, and the provision of all additional services necessary in connection with the transport of goods.

MILLA LOGISTICS declares that, under the forwarding contract, it does not carry out the transport itself, as referred to polish law (art. 800 ustawy z dnia 23 kwietnia 1964r. Kodeks cywilny (tj. Dz.U. z 2017r., poz. 459 ze zm.).

3. MILLA LOGISTICS undertakes towards the Client to:

- a) perform duties with the utmost diligence,
- b) performing duties with respect for the principle of equality of the parties,
- c) performance of duties, taking into account the professional nature of the business,
- d) informing him about any deviations that may arise or arise during the performance of the order,
- e) taking care of the safety of shipments,
- f) minimizing the costs that may arise in connection with the transport of cargo, which is influenced by MILLA LOGISTICS.

4. Any changes to these GTC may be made only by way of a separate agreement concluded with the given data. The customer in writing, otherwise null and void. Statements, as well as other declarations of will and knowledge resulting from the legal relationship established by the parties, require a written form for their validity. Agreed changes modifying these GTC shall apply only to the scope specified by the parties provide services. Any changes to the GTCS come into force on the date of signing the agreement or contract with the Client.

5. Any legal relations established between the parties are subject exclusively to the applicable law Polish (ustawa z dnia 23 kwietnia 1964r. Kodeks cywilny (t.j. Dz.U. z 2017r., poz. 459 ze zm.).

6. If any of the provision of these GTCS is considered invalid, illegal or unenforceable for any reason, this will not affect the validity of the remaining provisions of the general terms of service. In the event of recognition as invalid, illegal or unenforceable, any parties is obliged to to introduce an important resolves in its place, with the content as close as possible to the mutual intention of the parties.

II. Conclusion of contracts, provision of information, provision of services by third parties, performance

1. The validity date of the MILLA LOGISTICS offer is each time indicated in the individual offer addressed to the Customer.

2. If the offer validity date is not specified, the execution must be confirmed before placing the order its validity.

3. The content and scope of each order is generally always confirmed in writing or by e-mail by MILLA LOGISTICS upon its acceptance, to the e-mail address provided by the Customer. Any modification of the order placed, requires confirmation in writing or sent in electronic form for its validity, hence MILLA LOGISTICS is not responsible for the consequences of errors or misunderstandings arising out of the receipt any guidance orally or by telephone. MILLA LOGISTICS determines the methods and manner of providing services in consultation with the client, based on: professional knowledge, standards, norms, methodologies, habits, practices, and also possibly taking into account the instructions and guidelines of the client. The offer made by MILLA LOGISTICS covers only those activities that are listed therein and are valid for the period specified therein. MILLA LOGISTICS I arrangements for rates and services (own or third parties) relate only to the specified goods in the order and assume typical, undisturbed conditions of its implementation. In the absence of an indication of their date valid, any offer or quote will only be valid if confirmed immediately by Client in the order to be executed immediately after its submission, unless the parties agreed otherwise.

4. The customer is obliged to give the order complete and correct. The customer is burdened with the consequences that have arisen to MILLA LOGISTICS and third parties as a result of providing inaccurate, incomplete and incorrect data, and this also applies to data contained in documents, correspondence and information provided on the parcel regarding the quantity, weight, dimensions and properties, as well as defective packaging of the parcel, etc., even when the inaccuracy, incompleteness or irregularity arose without his fault. MILLA LOGISTICS is entitled to check whether the data provided to it in the order is correct and complete, as well as also to check the authenticity of signatures and authorizations of persons signed on orders and other documents. At goods requiring special treatment, the customer, when submitting the order, should specify all specific requirements to be met during the transport process. When it comes to dangerous goods in the meaning of the provisions on the transport of dangerous goods or other goods, for which the transport and there are special regulations for storage, the customer is obliged to state all of them data necessary for the proper execution of the order, in particular classifications in accordance with the relevant regulations for dangerous goods.
5. MILLA LOGISTICS is obliged to provide information, advice or presentation at the express request of the Customer opinions in connection with the performed order.
6. In order to execute the accepted order on the basis of these GTC or separate arrangements, MILLA LOGISTICS is entitled to subcontract the performance of the service covered by the order to a third party, which, in the opinion of MILLA LOGISTICS has the appropriate qualifications and competences to perform this order. For the actions of these people, MILLA LOGISTICS is responsible as for own actions.
7. The client undertakes to provide all required instructions regarding the scope of the order, with appropriate in advance, enabling its effective implementation. Additionally, if necessary, the Client ensures that representatives of MILLA LOGISTICS will have access to goods, means of transport, warehouses, etc. for implementation commissioned tasks, in particular for the purposes of carrying out mandatory checks legal regulations.
8. The expected dates of the execution of individual orders are provided to the Client during the execution of the order, they may they can be changed after their prior written agreement by the parties. The agreed dates are not absolute binding on MILLA LOGISTICS, if the Client fails to execute each order will fulfill its obligations in the scope of cooperation necessary for the proper execution of the order. In the above in this case, the date of the final execution of the order will be appropriately shifted by the delay time resulting from the action or Customer's omissions.

III. Reward

1. The customer undertakes to reimburse MILLA LOGISTICS for all costs and expenses incurred by it in connection with the performance of the forwarding order and to pay remuneration.
2. Unless otherwise stipulated, VAT invoices issued by MILLA LOGISTICS each time execution of the order will be payable within 14 days from the date of issue. All prices resulting from the current valid MILLA LOGISTICS price lists are net prices.
3. The date of payment shall be the date of crediting the MILLA LOGISTICS bank account. The customer is charged cost of currency transfer related to remuneration for MILLA LOGISTICS. MILLA's LOGISTICS bank account should each time be credited with the amounts corresponding to the amounts resulting from the accounting documents, i.e. invoices, notes, etc.
4. In the event of the Customer's delay in paying the amount due, MILLA LOGISTICS has the right to charge interest in maximum height.
5. Unless otherwise agreed, MILLA LOGISTICS 'right to receive remuneration or other payments in respect of performance of the service arises upon its completion. Unless otherwise agreed, the MILLA LOGISTICS offer includes all costs incurred by MILLA LOGISTICS during the smooth running of the process of performing the ordered services. Also, the customer is obliged to cover all costs that must be paid to third parties in connection with the performance orders. As a rule, MILLA LOGISTICS is entitled to reimbursement of expenses incurred in order to perform the services.
6. If, during the execution of the order, MILLA LOGISTICS settles the costs charged to the Customer - they will be charged settled by MILLA LOGISTICS in the currency resulting from the offer, and if it is not specified in PLN, taking into account that the currency conversion into PLN will be carried out according to the Raiffeisen Bank's selling rate.
7. It is permissible to increase prices in the event of a change in the mandatory provisions of law, in the process execution of each order, if this results in an increase in the expenses necessary for MILLA LOGISTICS fulfillment of the obligation.
8. MILLA LOGISTICS has the right to demand before commencing the execution of the order, or during its duration prepayment, which will be payable within 3 days from the date of notifying the Customer of such a request.

9. In the event that the continuation or completion of the order by MILLA LOGISTICS is prevented for reasons from independent, the Client will pay a remuneration proportional to the amount of work performed before its suspension. In this case, MILLA LOGISTICS will be released from responsibility for non-completion of the order.

IV. Right of retention / right of lien

1. In the event of objectively justified doubts as to the Customer's solvency, MILLA LOGISTICS may make the further performance of services conditional on the prior payment of the entire agreed amount and payment amounts due for previously performed orders, for which VAT invoices were issued, and the payment of which was not made in the prescribed period.
2. To secure the amounts due from the Customer in the scope of forwarding services provided by MILLA LOGISTICS, MILLA LOGISTICS has the right to retain the shipment and / or documents until these charges are paid. MILLA LOGISTICS can also to exercise the above-mentioned rights granted to him in relation to the sums owed to him by the Client for previous orders. If, according to the order, the shipment is to be placed at the disposal of a third party or a party third handed over, MILLA LOGISTICS may also exercise the right of lien on the shipment. Any costs associated with a lien on the shipment and / or documents are placed against the goods. In the event that third parties take action against the MILLA LOGISTICS with any claims in connection with the exercise by MILLA LOGISTICS of the right of retention or a lien on the shipment, the principal will be obliged to immediately release MILLA LOGISTICS from such liability and remedying the damage suffered by MILLA LOGISTICS.

V. Confidentiality, Copyright and Privacy Policy

1. MILLA LOGISTICS, taking into account the importance of the information provided to him by the Client, undertakes to absolute confidentiality of the client's business both during and after the execution of the order finished.
2. The Customer is obliged to keep the MILLA LOGISTICS business secret during the execution of the order and after its completion.
3. A trade secret is understood as undertaken in any way, not disclosed to the public commercial, technical, technological, organizational, personal or other information about the site and its enterprises with economic value, about which the parties have taken steps to maintain their confidentiality, including in the scope of orders performed for the Client by MILLA LOGISTICS. Uploading, sharing, use, dissemination, etc. by the party of information that does not constitute a trade secret in the form of public speeches, conferences and training sessions may only take place with the written consent of the other party.
4. MILLA LOGISTICS provides the information obtained in connection with the executed order only to the Client, unless the parties have agreed otherwise, in particular when the Customer has consented in writing to the disclosure of information and documents to third parties.
5. MILLA LOGISTICS expressly reserves the copyrights to opinions and expert opinions prepared at the Client's request, in relation to which such rights may arise.
6. The administrator of personal data is: MILLA LOGISTICS SP. Z O.O. , Kanaryjska 18/1, 81-198 Pogorze within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016.
7. Personal data is processed on the basis of Polish Law (art.6 ust.1 lit.f RODO) i.e. based on the necessity of processing for the purposes resulting from legitimate interests pursued by the Administrator. The interests of MILLA LOGISTICS Sp. z o.o. they consist in offering shipping services, issuing invoices and keeping tax settlements.

VIII. Final Provisions

1. The Parties recognize that for the purposes of the provision of services covered by these GTC, the written form is also considered electronic correspondence.
2. Any disputes arising from the GTC or contracts to which their provisions apply shall be settled by court with material and local jurisdiction for the seat of MILLA LOGISTICS.
3. The GTC and contracts to which their provisions apply are governed by Polish law.
4. The content of these general terms of service was approved by Resolution No. 1/2/2021 of February 16, 2021 of the Management Board of MILLA LOGISTICS sp. Z o. O. Z / s in Pogorze and enters into force on the day of its adoption.