

(*data of the company making a declaration*) Włocławek, on………2024

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**ANWIL Spółka Akcyjna**

**Ul. Toruńska 222**

**87-805 Włocławek**

**Declaration on the Supplier’s acceptance of obligations regarding transport of goods specified in the Act of 9 March 2017 on the Road and Rail Transport of Cargo and Heating Fuels Trade Monitoring System of Goods.**

I hereby declare that I accept obligations against ANWIL S.A. regarding transport of goods specified in the Act of 9 March 2017 on the Road and Rail Transport of Cargo and Heating Fuels Trade Monitoring System of Goods (Journal of Laws of 3 April 2017, item 708), and stipulated in the Annex hereto.

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**Annex to the Declaration on the Supplier’s acceptance of obligations regarding transport of goods specified in the Act of 9 March 2017 on the Road and Rail Transport of Cargo and Heating Fuels Trade Monitoring System of Goods.**

**§ 1**

* + 1. This Annex specifies the Supplier's obligations against ANWIL with regard to the operation of the monitoring system of road transport of goods stipulated in the Act of 9 March 2017 on the Road and Rail Transport of Cargo and Heating Fuels Trade Monitoring System of Goods (hereinafter the "Act"). The provisions of this Annex do not exclude the provisions of the above mentioned Act that should be applied by the Supplier or the carrier, to which the Supplier has ordered transport.
    2. The Supplier undertakes, in the event it commissioned transport of the goods to ANWIL to the carrier, to conclude an agreement with the carrier, under which it will oblige the carrier to comply with the conditions specified by this Annex with regard to the obligations determined for the carrier, accordingly. However, the conclusion of the above mentioned agreement with the carrier does not release the Supplier from its liability against ANWIL in the event of failure to meet the conditions set forth in this Annex by the carrier, to which the Supplier has commissioned transport.
    3. The Supplier of the goods also means the Seller, Contractor or Operator, if such terms have been used in the Agreement concluded with ANWIL for the supply or sale of goods.

**§ 2**

Definitions used in this Annex mean:

1. reference number – a unique identified provided to the request,
2. request – request of goods transport to the register of requests of a specific quantity of the same type of goods transported from one sender of the goods to one recipient of the goods, to one place of delivery of the goods, by one means of transport,
3. register - register of requests kept by the head of the National Tax Administration, regulated by the provisions of the Act,
4. carrier – a natural person, a legal person or an unincorporated organizational unit, running a business activity, providing transport of goods.
5. means of transport - a motor vehicle or a set of vehicles consisting of a motor vehicle and a trailer or semi-trailer within the meaning of the Act of 20 June 1997 - Road Traffic Law (Journal of Laws of 2017, item 128),
6. driver – a natural person who drives the means of transport,
7. recipient of the goods - a natural person, a legal person or an unincorporated organizational unit, running a business activity, to which the goods being the object of transport are to be transported,
8. sender of the goods – natural person, a legal person or an unincorporated organizational unit, running a business activity, sending goods being the object of the transport.
9. goods - goods grouped to one subcategory of the Polish Classification of Products and Services, or to one item of the Combined Nomenclature, which is subject to the road transport monitoring system specified in the Act.

**§ 3**

1. In the case of transport of goods commenced on the territory of the Republic of Poland, before the commencement of transport of the goods, the Supplier is obliged to:
2. send a complete request to the register, containing the data specified in Article 5 clause 2 of the Act,
3. obtain a reference number for this request,
4. provide the reference number to the carrier carrying out transport of goods, if the carrier is an entity other than the Supplier,
5. submit, if needed, upon the request of ANWIL, a copy of the request to ANWIL,
6. provide the reference number to ANWIL (in the case of delivery of goods within the meaning of the Act of 11 March 2004 on Value Added Tax).
7. In the event that the Supplier of the goods carries out the transport of goods by its own means, i.e. it is also a carrier, it is obliged to complete the request with the data specified in Article 5 clause 4 of the Act.
8. If the transport of goods is carried out by a carrier to which the Supplier has commissioned the transport of goods, then the Supplier will ensure that the carrier supplements the request with the data specified in Article 5 clause 4 of the Act.

**§ 4**

1. In the case of transport of goods from the territory of the EU Member State (other than the Republic of Poland) or from the territory of a third country, in the territory of the Republic of Poland, when the transport is carried out by the Supplier, then **before the commencement of transport in the territory of the Republic of Poland**, the Supplier is obliged to obtain a reference number from ANWIL. If the transport is carried out by the carrier, to which the Supplier has commissioned the transport of the goods, then the Supplier undertakes to provide the reference number to this carrier or to ensure that before the commencement of transport in the territory of the Republic of Poland the carrier obtains the reference number referred to above from ANWIL.
2. In the event that the Supplier of the goods carries out the transport of goods by its own means, i.e. is also a carrier, it is obliged to complete the request with the data specified in Article 6 clause 3 of the Act.
3. If the transport of goods is carried out by a carrier to which the Supplier has commissioned the transport of goods, then the Supplier will ensure that the carrier supplements the request with the data specified in Article 6 clause 3 of the Act.

**§ 5**

1. The Supplier is obliged to immediately update the data contained in the request with regard to data it was obliged to report.
2. Data regarding the goods being the object of transport contained in the request are not subject to an update.
3. If the transport of goods is not commenced, the Supplier will update the request providing information on the withdrawal from the transport of goods.
4. If the transport of goods is carried out by a carrier to which the Supplier has commissioned the transport of goods, then the Supplier will ensure that the carrier performs the obligations referred to in point 1-3 above.

**§ 6**

1. The Supplier is obliged to refuse to accept the transport of goods that are subject to the request in the event of an absence of a reference number or a document substituting the request and confirmation of the acceptance of a document substituting the request within the meaning of Article 9 clause 5 of the Act, or if the transport of goods is not related to the performance of activities subject to goods and services tax, a document confirming the inter-warehouse transfer issued by the sender of the goods.
2. Before the commencement of the transport of goods, the Supplier is obliged to provide the driver with a reference number or a document substituting the request and confirmation of the acceptance of a document substituting the request within the meaning of Article 9 clause 5 of the Act, or if the transport of goods is not related to the performance of activities subject to goods and services tax, a document confirming the inter-warehouse transfer issued by the sender of the goods.
3. At the time of the commencement of the transport of goods, the Supplier should ensure that the driver has a reference number or a document substituting the request and confirmation of the acceptance of a document substituting the request within the meaning of Article 9 clause 5 of the Act, or if the transport of goods is not related to the performance of activities subject to goods and services tax, a document confirming the inter-warehouse transfer issued by the sender of the goods, and in the case of absence thereof, the driver is obliged to refuse to commence the transfer of the goods.
4. If the transport of goods is carried out by the carrier, to which the Supplier has commissioned the transport of the goods, then the Supplier ensures that the carrier performs the obligations referred to in point 1-3 above.

**§ 7**

The Supplier acknowledges that the reference number is valid for 10 days from the date of its issue. If its validity expires, the transport of goods may be continued after obtaining a new reference number. Point 4 above is to be used accordingly.

**§ 8**

The parties agree that the obligation to inform about the customs-financial control pursuant to the provisions of the Act of 9 March 2017 on the road cargo transport monitoring system SENT is on the part of ANWIL S.A. implemented after sending the message by e-mail to the following address: yyyyyyyy@yyyy.yyy. The message must contain the following data: a. SENT notification number, b. Place of presenting the means of transport for inspection, c. Time when the check will be carried out.

**§ 9**

1. The Supplier undertakes to pay to ANWIL a contractual penalty in the amount equal to the final administrative penalty imposed on ANWIL by the head of the Customs and Tax Office competent for the control of the transport of goods, in the amount of 46% of the net value of the transported goods subject to the obligation of declaration, not lower than PLN 20,000 or 46% of the difference of net value of goods declared and goods in fact transported, subject to the obligation of declaration, not less than PLN 20,000 or in the amount of PLN 10,000 in accordance with Articles 21 and 24 of the Act, with regard to the fact that the head of the Customs and Tax Office finds a violation, which resulted from an act or omission of the Supplier or the carrier, which the Supplier has commissioned the transport. The contractual penalty will be payable within 7 calendar days from the request for payment of ANWIL to the bank account specified in the request. ANWIL reserves the right to claim supplementary damages in the case of a damage exceeding the stipulated contractual penalty.
2. The Supplier also undertakes to return any other monetary amounts paid by ANWIL and arising from violations of the Supplier or the carrier, to which the Supplier has commissioned transport, in particular charges for removal, guarding and storage of the means of transport or goods in a designated place in accordance with Article 17 of the Act. The Supplier undertakes to pay the above mentioned monetary amounts within 7 calendar days from the request for payment made by ANWIL to the bank account specified in the request.