

GENERAL TERMS AND CONDITIONS OF PROVIDING FORWARDING SERVICES
by NAUTIQUS spółka z ograniczoną odpowiedzialnością with its registered office in Gdynia

I. Applicability

1. These General Terms and Conditions of Service Provision, hereinafter called the GTCSP, shall apply only to the provision of forwarding services by NAUTIQUS spółka z ograniczoną odpowiedzialnością (hereinafter called NAUTIQUS) with its registered office in Gdynia for the benefit of and commissioned by the counterparties, including natural persons, legal persons, as well as unincorporated business units, hereinafter called the Client. These terms and conditions concern, without exception, all future NAUTIQUS commercial dealings with the Clients. They shall be excluded only in case if a separate agreement on the terms and conditions of performing a given service is set by NAUTIQUS in agreement with the person authorised to represent a given Client.
2. NAUTIQUS provides forwarding services including: maritime and land forwarding, logistic services, customs clearance, intermediation in obtaining official certificates, intermediation in the insurance of the goods during maritime and land transport, freight of vessels and other means of transport, participation in conducting inspections, verification of sea containers' condition, and provision of any additional services required during the transport of consignments. NAUTIQUS declares that under the forwarding agreement it does not perform the transport mentioned in Article 800 of the Act of 23 April 1964, Civil Code on its own (i.e. Journal of Laws of 2017, item 459, as amended).
3. For the benefit of the Client NAUTIQUS obliges to:
 - a) Perform its duties with utmost care;
 - b) Perform its duties observing the principle of equality of the parties;
 - c) Perform its duties taking the professional character of the conducted activity into account;
 - d) Notify the Client on any potential or existing irregularities while performing the order;
 - e) Care for the safety of the consignment;
 - f) Minimise the costs that may arise in connection with transporting the cargo and for which NAUTIQUS is responsible.
4. All and any amendments to the GTCSP may be made only by way of a separate agreement concluded with a given Client in writing, otherwise null and void. Notice of termination, as well as other statements of will and knowledge that stem from the legal relationship established by the Parties must be made in writing, otherwise null and void. The agreed amendments modifying these GTCSP shall apply only to the scope of the service provision set by the Parties. All and any amendments to the GTCSP shall enter into force on the date of signing the understanding or agreement with the Client.
5. NAUTIQUS conducts its business based on the STORM IT system used to handle forwarding. The Client shall get access to that system, including a customised password and a log-in.
6. All legal relationships established between the Parties are subject to the applicable provisions of the Polish law, especially to the respective provisions of the Act of 23 April 1964, Civil Code (i.e. Journal of Laws of 2017, item 459, as amended).
7. If any of the provisions of these GTCSP shall be deemed invalid, illegal or unenforceable for any reason whatsoever, it shall not affect the validity of the remaining provisions of the General Terms and Conditions of Service Provision. If any of the provisions of these GTCSP shall be deemed invalid, illegal or unenforceable, the Parties shall replace it with a valid provision that comes closest to the result and intent of both Parties.

II. Concluding Agreements, Giving Information, Providing Services by Third Parties, Completion

1. The term of the NAUTIQUS offer validity is each time indicated in the individual offer addressed to the Client.
2. The content and the scope of each order is in principle each time confirmed in writing or via electronic means by NAUTIQUS upon its acceptance and sent to the e-mail address indicated by the Client. Each modification of the order submitted to NAUTIQUS must be confirmed in writing or via electronic means to be valid, thus NAUTIQUS is not liable for any errors or mistakes that result from obtaining any instructions orally or by phone. NAUTIQUS sets the methods and the manner of service provision in agreement with the Client based on: professional knowledge, respective standards, norms, methodologies, habits, and practices, as well as taking into account the instructions and guidelines given by the Client, if possible. The offer submitted by NAUTIQUS includes only those activities that are mentioned therein, and it is valid for the period set out in such an offer. The NAUTIQUS offer and the agreements on the rates and the services (own or third-party services) refer only to the goods set out in the order and presuppose typical, uninterrupted conditions of its completion. If no term of their applicability is indicated, each offer or quotation remains valid only in case it is immediately confirmed by the Client in the order that is to be completed immediately after having been submitted unless the Parties agree otherwise.
3. The Client is obliged to submit a complete and correct order. The Client is liable for the consequences against NAUTIQUS and third parties for providing incomplete, inaccurate or incorrect data in the order. It also pertains to the data contained in the documents, correspondence and the information on the consignment as to the quantity, weight, size and properties, as well as improper packaging etc., even if the Client is not at fault for such inconsistency, incompleteness or irregularity. NAUTIQUS is authorised to check whether the data contained in the order is correct and sufficient, as well as to verify the genuineness of the signatures and authorisations of the persons whose signatures are on the orders and other documents. Together with the goods that require special treatment, the Client, while submitting the order, should indicate in the order the specific requirements to be met during the transport of such goods. In case of hazardous goods within the meaning of the provisions on transporting hazardous goods or other goods that are subject to special provisions on handling them during their transport and storage, the Client shall provide all the data necessary to correctly process the order, especially the classification in accordance with the respective provisions concerning hazardous goods.
4. NAUTIQUS, upon the Client's explicit request, shall give the Client information, advice or its opinion in connection with the processed order.
5. To process the accepted order, under these GTCSP or separate arrangements, NAUTIQUS can subcontract the service under the order to be furnished by a third party which, in NAUTIQUS's opinion, has appropriate qualifications and competence to complete such an order. However, NAUTIQUS is liable for the actions of those persons as for its own actions.
6. The Client obliges to give all and any required instructions concerning the scope of the order in advance, allowing its effective completion. Additionally, as required, the Client ensures that the representatives of NAUTIQUS shall get access to the goods, transport means, warehouses, etc. to complete the tasks entrusted to them, especially for the purposes of conducting inspections that directly result from the applicable provisions of the law.
7. The expected completion dates for particular tasks are given to the Client during order processing. Such dates may change if the Parties agreed in writing on such a change. The agreed dates are not binding for NAUTIQUS if the Client, before commencing completion of a particular order, does not meet its obligations to cooperate, as required to correctly complete the order. In the case above the date of the final completion of the order shall be postponed by the number of days of delay that results from the action or omission on the part of the Client.

III. Remuneration

1. The Client shall reimburse NAUTIQUS for all and any costs and expenses incurred by NAUTIQUS in connection with completing the forwarding order and pay the remuneration due to NAUTIQUS.
2. Except as otherwise agreed, the VAT invoices issued by NAUTIQUS after the completion of each order shall be payable within 14 days from their issue date. All prices that result from the currently applicable NAUTIQUS price lists are net prices.
3. The date of making the payment is the date when the NAUTIQUS bank account is credited with the respective amount. The Client shall pay the cost of the currency transfer connected with the payment of remuneration due to NAUTIQUS. The NAUTIQUS bank account should be each time credited with the amounts indicated in the accounting documents, i.e. invoices, notes, etc.
4. In case of a late payment by the Client, NAUTIQUS is entitled to charge interests in maximum amount.
5. Except as otherwise agreed, the right of NAUTIQUS to receive remuneration or other payments for performing the service is established upon its completion. Except as otherwise agreed, NAUTIQUS offer contains all the costs incurred by NAUTIQUS during uninterrupted performance of the commissioned services. Moreover, the Client is obliged to cover all and any costs to be paid to third parties in connection with completing the order. In principle, NAUTIQUS shall be reimbursed for all expenses incurred to perform the services.

6. If, during the completion of an order, NAUTIQUS covers the costs borne by the Client, they shall be settled by NAUTIQUS in the currency indicated the offer, and if no such currency is indicated in PLN, then it shall be settled taking into account the fact that the conversion of the currency into PLN shall be made according to the sale rate of the Raiffeisen Bank.
7. Increasing the prices in case of a change in the applicable provisions of the law during processing of a particular order is admissible if it leads to the increase of expenses covered by NAUTIQUS necessary to fulfil its obligation.
8. NAUTIQUS has the right, before commencing order processing or during order processing, to request a prepayment payable within 3 days from the date of notifying the Client on such a request.
9. In case the continuation or completion of the order by NAUTIQUS is prevented due to the reasons being outside its control, the Client shall pay the remuneration proportionally to the load of work performed before its suspension. In such a case NAUTIQUS shall be indemnified for not completing the order.

IV. Complaints

1. The Client can lodge a complaint in connection with order processing, especially to report all and any reservations concerning the quality of the performed order, within 30 days from the date of completing the transport chain for given goods. Otherwise it is agreed that the service was accepted or free of any defects.
2. The complaint must be made in writing.
3. In principle, NAUTIQUS processes the complaints within 14 days from the date of receiving a properly lodged complaint. However, in especially complex cases such a period may be extended up to 45 days.

V. Liability

1. NAUTIQUS is liable towards the Client for the proper completion of the order.
2. NAUTIQUS accepts its liability only in case if a culpable damage occurs. NAUTIQUS liability towards the Client regarding a complaint connected with the Client's financial loss or other loss, irrespectively of its nature, arisen indirectly or directly in connection with the completed order, shall in no case exceed the amount that results from the forwarder's civil liability insurance.
3. Seizure, damage or loss of the consignment in whole or in part, not being the fault of NAUTIQUS, as well as caused by a Force Majeure event, forfeiture or another act of power concerning the consignment do not affect NAUTIQUS's claims against the Client, especially concerning the request for payment of the agreed remuneration and reimbursement of costs and expenses incurred by NAUTIQUS.
4. NAUTIQUS is not liable for: valuable consignment and hazardous goods if they have not been declared and accepted by NAUTIQUS in the concluded agreement; the damage caused by a delay in delivering the consignment unless NAUTIQUS had undertaken to deliver it within a given period; other damage than actual damage; loss of weight in bulk goods resulting from their properties, not exceeding the limits set out in the provisions applicable for particular goods, and in case of a lack of such provisions - customary limits; damage resulting from the participation or omission of the persons with whom NAUTIQUS has no contractual relations.
5. The Parties are indemnified against non-performance or improper performance of the obligations that stem from the forwarding agreement if it is caused by a Force Majeure event that can affect the proper completion of the order, especially including: war, threat of war, uprising, strike, an act of civil disobedience, sabotage, transport obstructions, fire, flood, earthquake, blizzard, Acts of God, decisions of state authorities, sudden changes in tax and customs regulations, as well as other circumstances of a sudden and unexpected nature if they had affected the performance of the forwarding agreement. In connection with the above circumstances, the deadlines for meeting the obligations that result from the forwarding agreement shall be postponed proportionally to the period when their performance or proper performance was impossible. The Party who could not have performed or properly performed its obligations under the forwarding agreement is obliged to immediately notify the other party of the occurrence of such circumstances directly after having obtained information on its occurrence.
6. NAUTIQUS has a civil liability insurance covering its professional business activity.

VI. The Right of Retention / Right of a Pledge

1. In case objectively reasonable doubts as to the solvency of the Client arise, NAUTIQUS can make further performance of the services conditional on advance payment of the entire agreed amount by the Client, as well as the payment of the amounts due for the previously completed orders for which VAT invoices were issued and which have not been paid on time.
2. To secure the receivables from the Client for the forwarding services furnished by NAUTIQUS, NAUTIQUS has the right to retain the consignment and/or the documents until all those amounts due are paid. NAUTIQUS can also exercise its powers mentioned hereinabove in reference to the sums due to NAUTIQUS from the Client for the previous orders. If, in accordance with the order, the consignment is to be left at the third party discretion or it is transferred to a third party, NAUTIQUS may also exercise the right to a pledge on the consignment. All and any costs connected with the pledge on the consignment and/or the documents shall be borne by the goods. If any third parties make any claims against NAUTIQUS for exercising its right to retain or the right to pledge on the consignment, the Client ordering party shall immediately indemnify NAUTIQUS from such liability and redress the damage suffered by NAUTIQUS.

VII. Confidentiality, Copyright and Privacy-Policy

1. NAUTIQUS, being aware of the importance of the information given to it by the Client, undertakes to keep all the Client's corporate secrets confidential both during the completion of the order and after it is completed.
2. The Client shall keep all the NAUTIQUS corporate secrets confidential both during the completion of the order and after it is completed.
3. A corporate secret shall mean all and any commercial, technical, technological, organizational, personal information or other information concerning the Party and its enterprise obtained in any manner whatsoever, not disclosed to the public and having any economic value as to which the Parties have undertaken certain actions to keep it confidential, including the order performed by NAUTIQUS for the benefit of the Client. Transmitting, making available, using, disseminating etc. the information that is not a corporate secret by a Party during public appearances, conferences and training can take place only after having obtained a written consent of the other Party.
4. NAUTIQUS shall make all and any information obtained in connection with the processed order available only to the Client unless the Parties agreed otherwise, and especially when the Client has expressed its written consent to making such information and documents available to third parties.
5. NAUTIQUS explicitly reserves the copyright to the opinions and studies commissioned by the Client in reference to which such rights may arise.
6. The administrator of personal data is: Nautiquus Sp. z o.o., ul. Polska 13A, 81-339 Gdynia in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).
7. Your personal data are processed on the basis of Article 6 (1) (f) of the GDPR, i.e. based on the necessity of processing for purposes resulting from legitimate interests pursued by the Administrator. The interests of Nautiquus Sp. z o.o. rely on offering freight forwarding services, invoicing and carrying out tax returns. Full [link](#) to Nautiquus privacy policy.

VIII. Final Provisions

1. The Parties agree that for the purposes of furnishing the services hereunder, electronic correspondence is also deemed as a written form.
2. All and any disputes that result from the GTCSP or the agreements to which the provisions of GTCSP apply, are subject to the resolution by a competent court having jurisdiction over NAUTIQUS registered office.
3. The GTCSP and the agreements to which the provisions of GTCSP apply, shall be governed by the Polish law.
4. The content of these GTCSP has been approved by the Resolution issued by the Management Board of NAUTIQUS of 6 June 2018r no. 01/06/2018. and they enter into force on the date of signature.