

Post-Lease Service Regulations of Siemens Finance Sp. z o.o. seated in Warsaw

§1 [Subject of the Regulations]

1. These Regulations set forth the rules of administration by Siemens Finance Sp. z o.o. of a website in which Siemens Finance Sp. z o.o. presents new or used fixed assets, including vehicles, machines, and equipment, and Participants may submit their bids to purchase the presented fixed assets ("Post-Lease Service").
2. The services under the Post-Lease Service shall be provided solely for natural persons who are sole entrepreneurs, legal persons or organisational units without legal personality that are not consumers within Article 1 of the Civil Code.
3. The services provided for in these Regulations shall be rendered by Siemens Finance Sp. z o.o. Siemens Finance Sp. z o.o. may subcontract the provision of the services.

§ 2 [Definitions]

The following terms shall be interpreted in accordance with the following definitions:

Regulations – shall mean these Post-Lease Service Regulations of Siemens Finance Sp. z o.o., having its registered office in Warsaw; the Regulations shall be the basis of a legal relationship between the Participant and the Organiser and shall lay down the rules for the use of the Post-Lease Service;

Organiser – shall mean Siemens Finance Sp. z o.o., having its registered office in Warsaw, at ul. Żupnicza 11, entered into the Companies' Register of the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000063579, tax identification number (NIP): 526-020-87-63, business ID (REGON): 012002567, share capital: PLN 58,500,000.00;

SF Partner – shall mean an entity that owns the Subject but is not the Organiser;

Subject Owner – shall mean the Organiser or the SF Partner which owns the Subject;

Participant – shall mean a natural person who is a sole entrepreneur or a legal person or organisational unit without legal personality that has registered with the Post-Lease Service;

Seller – shall mean the Subject Owner that has concluded or has become a party to the Sales Contract;

Bidder – shall mean the Participant that has submitted a Purchase Bid in the Post-Lease Service in response to an invitation to submit Purchase Bids published on the Post-Lease Service by the Organiser;

Buyer – shall mean the Participant or a third party designated by them that has entered into the Sales Contract;

Civil Code – shall mean the Act of 23 April 1964 Civil Code (Journal of Laws of 2014, No. 98, item 121 as amended);

Post-Lease Service – shall mean the website: www.poleasingowa.pl on which the Organiser publishes invitations to submit bids and which enables the Participants to place bids;

Subject – shall mean a fixed asset, including a vehicle, machine or equipment, presented in the Post-Lease Service;

Purchase Offer – shall mean, except for any bid submitted in response to an invitation to submit Purchase Bids with the status "expected" and subject to the Purchase Bid referred to in §7(3) of the Regulations, an offer submitted by the Bidder to purchase the Subject, within Article 66 of the Civil Code, containing the maximum net price for which the Participant intends to pay for the Subject. Any Purchase Bid placed in response to an invitation to submit Purchase Bids with

the status "expected" shall become valid after the Bidder has received a notification on the change of status from "expected" to "for sale."

Estimated Value of the Subject – shall mean an estimated value of the Subject indicated in an invitation to submit Purchase Bids for information purposes;

Business Day – shall mean every day (other than Saturday, Sunday, or public holiday) on which the Organiser is open for business from 9:00am to 5:00pm;

Sales Contract – shall mean an agreement for the sale of the Subject;

Extension of Purchase Bid Submission Deadline – shall mean the time by which the Purchase Bid submission deadline is extended if the Purchase Bid with the highest price for the Subject, or a new Purchase Bid with the highest price replacing a prior Purchase Bid with a lower price, is placed within the period indicated in the invitation to submit Purchase Bids before the Purchase Bid submission deadline (period equivalent to the Extension of Purchase Bid Submission Deadline). In such a case, the Purchase Bid submission deadline shall be extended by the time specified by the Organiser in the relevant invitation to submit Purchase Bids, starting from the time of placing the Purchase Bid with the highest price for the Subject, or modifying a prior Purchase Bid into a new Purchase Offer with the highest price. This time shall be automatically extended and specified in an invitation to submit Purchase Bids in the section, "Purchase Bid Submission Deadline." The procedure shown in the previous sentences shall apply to any subsequent Purchase Bid with the highest price for the Subject or in the event the last Purchase Bid is replaced by a new Purchase Bid with the highest price before the extended Purchase Bid submission deadline.

§3 [Registration in the Service]

1. The Participant may submit Purchase Bids having registered with the Post-Lease Service by filling out a registration form and accepting the Regulations. On the registration form, the Participant shall provide the personal data of a natural person authorised to make representations and act on behalf of the Participant. If in doubt, completing the registration at www.poleasingowa.pl shall be regarded as acceptance of these Regulations and assuming an obligation to comply with their terms.
2. After the registration, the Participant shall be able to access the Post-Lease Service by entering their correct login and password.
3. The Participant may also log in the Post-Lease Service using other accounts (Facebook, Google+).
4. The Organiser shall enable access to the Post-Lease Service using a secure connection with encryption, i.e. TLS v1.0 256 bit AES (2048 bit RSA/SHA).
5. The use of the Post-Lease Service shall be possible if the following minimum technical requirements are met by the Participant's ICT system:
 - a. supported web browsers (with JavaScript enabled): Opera, at least ver. 12.15; Mozilla Firefox, at least ver. 15; Chrome, at least ver. 20; Safari, at least ver. 5.0, Internet Explorer, at least ver. 9.0;
 - b. the use of Adobe Acrobat Reader – the current version can be downloaded from: <http://get.adobe.com/reader>;
 - c. the website is optimised for the 1024px resolution.
6. The Participant represents and agrees that their activities within the Post-Lease Service shall comply with these Regulations, applicable laws and public morals, and that they shall not violate the rights or interests of the Organiser or the rights of other Participants.
7. The Participant may only create one account in the Post-Lease Service. The Participant may have more than one e-mail address for contact purposes added to their account in the Post-Lease Service. The Participant may use only their own account in the Post-Lease Service. It shall be prohibited to use the accounts of other Participants or to make the Participant's account available to third parties. The Participant shall keep their password secret and shall not disclose it to other persons.

8. If the Participant is found to be using the Post-Lease Service in a manner contrary to the Regulations, the Organiser shall have the right to block the account with immediate effect, either temporarily or permanently, cancel any previous Purchase Bids, delete the Participant's account in the Post-Lease Service or take steps aimed to repair the damage caused by such a use. This shall, in particular, concern "empty" Purchase Bids by the Bidder, failure of the Bidder to comply with payment deadlines for the Subject, failure to provide the required documents within the prescribed time limit, and creating fake Participant's accounts in the Post-Lease Service.
9. The Participant shall bear exclusive liability for its activities in the Post-Lease Service using an invalid login or account. Any changes to the settings of (i) notifications on new Subjects available in the Post-Lease Service and (ii) categories of Subjects related to the notifications shall only be made by the Participant within their own account in the Post-Lease Service.
10. Moreover, the Participant shall be fully liable for any acts or omission of their employees, co-workers or representatives taking advantage of access passwords or IDs assigned to that Participant.
11. The Participant shall update their address and contact details registered in the Post-Lease Service immediately after any modification to such data. Failure to meet this obligation shall encumber the Participant only.
12. The Organiser reserves the right to verify the Participant's data at any time. In the event of incorrect or incomplete data or in the case of unsuccessful verification, the Organiser shall be authorised to cancel, either temporarily or permanently, any Purchase Bids made by the Participant and delete the account of that Participant in the Post-Lease Service.

§4 [The Subject in the Invitation to Submit Purchase Bids]

1. In an invitation to submit Purchase Bids, the Organiser may indicate the location of the Subject and the contact details of the Subject's keeper. Before making a Purchase Bid, the Participant shall contact the keeper on their own in order to specify the date of inspection or testing of the Subject and shall inspect the Subject through a thorough verification of its technical condition, completeness of accessories, and technical and maintenance documentation. The keeper of the Subject may make the tests of the Subject conditional on whether the Participant submits a declaration of responsibility for any damages resulting from an improper testing of the Subject; such a declaration specimen is contained in Appendix 1 hereto. If the location of the Subject and the Subject keeper's contact details are not indicated in an invitation to submit Purchase Bids, the Participant shall directly contact the Organiser using the "Ask a Question" function – available on the website where invitations to submit Purchase Bids are published – in order to obtain information on the location of the Subject and the keeper's contact details.
2. If the Participant fails to inspect the technical condition, completeness of accessories, and the technical and maintenance documentation of the Subject, or it is impossible to start the Subject, it shall not serve as a basis for the Participant to (i) submit claims against the Organiser or the SF Partner, (ii) exercise its right to withdraw from the Sales Contract concluded with the Organiser, or (iii) demand that the price of the Subject be reduced.
3. Subject to §7(3), submission of the Purchase Bid shall mean that the Bidder has been acquainted with the technical condition, completeness of accessories, and the technical and maintenance documentation of the Subject, and, in each case, that they accept them unconditionally.
4. The Organiser or the SF Partner shall not be liable for any defects of the Subject by way of guarantee or statutory warranty.
5. The Organiser or the SF Partner shall not be liable for hidden defects of the Subject, nor shall they make up for any deficiencies with respect to the Subject.
6. The Organiser or the SF Partner shall not cover or contribute to any costs incurred by the Participant in connection with their participation in the sales process of the Subject, in particular travel expenses to the site of inspection of the Subject, shipment or cargo insurance, and the shipment and loading of the Subject.

7. Any information, descriptions, photos, technical data, expert opinions, service reports, etc. with respect to the Subject and published in the Post-Lease Service shall not constitute an offer within Article 66 of the Civil Code and serve information purposes only. The Organiser or the SF Partner shall not be responsible for any conclusions drawn by the Participant on the basis thereof.

§5 [Invitation to Submit Purchase Bids]

1. The Organiser shall publish invitations to submit Purchase Bids in the Post-Lease Service. The Organiser may send invitations to submit Purchase bids to a limited group of pre-selected Bidders.
2. An invitation to submit Purchase Bids may have the status "expected."
3. An invitation to submit Purchase Bids may contain the following information:
 - a. deadline for submission of Purchase Bids, provided that such a deadline may be extended by the Organiser at any time as well as being automatically extended by the time of Extension of Purchase Bid Submission Deadline; once the deadline for submission of Purchase Bids has expired, the Organiser may specify a new deadline; if the deadline for submission of Purchase Bids is shortened, the Bidder shall be immediately notified by an automatic e-mail message to the address indicated in Participant's account in the Post-Lease Service;
 - b. a required period over which the Purchase Bid is binding on the Bidder;
 - c. a description of the Subject, subject to the condition that it may describe the Subject whose technical condition and completeness are different than upon publishing the relevant invitation to submit Purchase Bids;
 - d. the Estimated Value of the Subject;
 - e. expert's opinion regarding the Subject, subject to the condition that it may describe the Subject whose technical condition and completeness are different than upon publishing the relevant invitation to submit Purchase Bids;
 - f. the location of the Subject, and, if the Subject is stored in the Organiser's warehouse, a relevant note and address of the warehouse;
 - g. photos of the Subject, subject to the condition they it may depict the Subject whose technical condition and completeness are different than upon publishing the relevant invitation to submit Purchase Bids;
4. the Organiser reserves the right to withdraw invitations to submit Purchase Bids irrespective of the status of the invitation and without justification.

§6 [Tracking Invitations to Submit Purchase Bids]

1. If the Participant wishes to track (follow) an invitation to submit Purchase Bids and submitted Purchase Bids, they must log into the Post-Lease Service.
2. Notwithstanding § 7(8) hereof, the Participant tracking a specific invitation to submit Purchase Bids and already submitted Purchase Bids shall be notified of any changes to the status of the invitation by an automatic e-mail message sent to the address indicated in Participant's account in the Post-Lease Service.
3. The Participant tracking an invitation to submit Purchase Bids and already submitted Purchase Bids may at any time submit their Bid for Subject, as provided in §7 hereof.

§7 [Purchase Bid]

1. In order to submit a Purchase Bid, the Participant must log into the Post-Lease Service. Purchase Bids shall be submitted on a form available in the Post-Lease Service.
2. Subject to § 7(3-4) hereof, the Bidder shall be bound by their Purchase Bid over a period specified in the invitation to submit Purchase Bids, provided that in the event of a change of the Purchase Bid submitted by the Bidder, the changed Purchase Bid shall be deemed effective. The Bidder shall not make more than one Purchase Bid with respect to a given

Subject. However, modification of a submitted Purchase Bid shall be permitted. In the event of reduction of the value or withdrawal of the Purchase Bid, the Bidder shall be requested to justify their decision by completing a relevant form. Where the period over which the Purchase Bid is binding on the Bidder has not been specified in the invitation to submit Purchase Bids, the binding period shall be 30 days from the day on which the Purchase Bid was made.

3. The Organiser may conditionally release the Bidder from their submitted Purchase Bid if the Bidder informs the Organiser before making the Purchase Bid that they were unable to inspect the Subject before making their Purchase Bid. The Bidder shall inform the Organiser about this situation using a contact form available on the Post-Lease Service website. The Organiser's statement on a conditional release of the Bidder from their Purchase Bid shall be made via e-mail delivered to the address indicated in the Participant's account in the Post-Lease Service.
4. Any Purchase Bid made in response to the invitation to submit Purchase Bids and having the status "expected" shall bind the Bidder as provided in §7(10)(a).
5. The Purchase Bid shall be made within the time limit determined by the Organiser in an invitation to submit Purchase Bids.
6. The price offered for the Subject and given in the Purchase Bid shall be a net price (VAT-exclusive). The price offered for the Subject and given in the Purchase Bid may be given in one of the following currencies: Polish złoty (PLN) or Euro (EUR), depending on the currency indicated in an invitation to submit Purchase Bids. As regards invitations to submit Purchase Bid relating to Subjects owned by the Organiser where the Buyer wishes to pay for the Subject in a different currency than the currencies of the invitation to submit Purchase Bids and named in the previous sentence (either PLN or EUR), the final price of the Subject shall be the price given in the Purchase Bid converted in accordance with the current average exchange rate announced by the National Bank of Poland on the last date of placement of Purchase Bids or in accordance with another exchange rate determined individually between the Organiser and the Buyer. As regards invitations to submit Purchase Bids relating to Subjects owned by the SF Partner, the SF Partner shall each time give its consent to any change of the currency of payment for the Subject.
7. In the Post-Lease Service, the Organiser may publish Purchase Bids with the currently offered prices and the time of submission, at the same time concealing the Bidder's login by uncovering only the initial and last letter of it.
8. The Bidder who has submitted the highest Purchase Bid for the Subject shall receive an automatic e-mail message that another Purchase Bid for the Subject has been made with a higher price than the one offered by that Bidder.
9. After the expiry of the time limit for submitting Purchase Bids, the Organiser – in relation to the Subject owned by the Organiser – or the SF Partner through the Organiser – in relation to the Subject owned by the SF Partner – may: select the Purchase Bid made by a particular Bidder, extend the deadline for submission of Purchase Bids, re-invite Bidders to submit Purchase Bids, or withdraw the Subject from the Post-Lease Service.
10. An invitation to submit Purchase Bid may be assigned the following statuses:
 - a. **"expected"** – shall mean that an invitation to submit Purchase Bids should soon change its status to "for sale." A Purchase Bid made in response to an invitation with the status "expected" shall become binding after the Participant has received a notification that the status of a given invitation procedure has changed to "for sale".
 - b. **"for sale"** – shall mean that the Organiser or the SF Partner, as the case may be, is awaiting Purchase Bids.
 - c. **"pending decision"** – shall mean that the time limit for submitting Purchase Bids has expired, and the Subject Owner has begun analysing submitted Purchase Bids.
 - d. **"awaiting payment"** – shall mean that the Organiser has notified the Bidder who placed a winning Purchase Bid, as provided in § 8(1) hereof, and is awaiting payment for the Subject.
 - e. **"sold"** – shall mean that the Sales Contract has been concluded, and the Organiser or the SF Partner, as the case may be, has received the payment for the Subject.

11. In the event of change of the status of an invitation to submit Purchase bids, the Organiser shall notify the Bidder that has placed a Purchase Bid in response to that invitation by sending an automatic e-mail message to the address provided in Participant's account in the Post-Lease Service.

§8 [Sales Contract]

1. If after the expiry of the time limit for submission of Purchase Bids, the Organiser or the SF Partner, as the case may be, is interested in holding talks in order to close the transaction and conclude the Sales Contract with the Bidder, the Organiser shall inform that Bidder on their own behalf or on behalf of the SF Partner about their interest in the transaction by sending an automatic e-mail message to the address provided in Participant's account in the Post-lease Service. Sending the aforesaid message shall not be tantamount to accepting the Purchase Bid.
2. The Organiser or the SF Partner, as the case may be, shall not be obliged to reveal the selection criteria with respect to the Bidder with whom they wish to engage in talks in order to close the transaction and conclude the Sales Contract regarding the Subject.
3. The Bidder who received the e-mail message referred to in § 8(1) above shall contact the Organiser within 1 Business Day from the date of sending the information by filling out a relevant form in the Post-Lease Service website. In order to conclude the Sale Contract, the Bidder shall provide the Organiser, within the same 1-day deadline, their invoice details and registration documents (excerpt from the Central Registry and Information about Business Activities (CEIDG) or the National Court Register (KRS), valid tax ID NIP and the National Official Business Register (REGON) number) and other documents and information necessary to conclude the Sales Contract and indicated in the e-mail message referred to in § 8(1) hereof, and subject to § 8(17). Copies of the documents referred to above shall be uploaded by the Bidder to the Post-Lease Service using the User Panel.
4. If the Bidder submits a Purchase Bid on its own, but the Sales Contract is to be concluded by an entity other than the Bidder, this information, along with any data pertaining to that entity, shall be submitted as provided in §8(3) hereof. Apart from the above information, the Bidder shall indicate whether they represent a third party in the process of concluding, or concluding and performing under, the Sales Contract or whether the organiser should manage this process directly in liaison with that third party. If the Bidder represents a third party in the process of concluding, or concluding and performing under the Sales Contract, any further provisions of the Regulations in this respect shall apply to the Bidder. If the Organiser manages this process directly in liaison with the third party, any further provisions of these Regulations in this respect shall not apply to the Bidder. In any case, the Bidder shall, pursuant to Article 391 of the Civil Code, ensure that the process aimed at concluding the Sales Contract, as well as the conclusion and performance of the Sales Contract, comply with the rules laid down in these Regulations and the terms of the Purchase Bid. The Bidder shall be liable for damage that the Organiser or the SF Partner may suffer as a result of failure by the third person indicated by the Bidder to meet the aforesaid obligations.
5. Following a positive verification of data submitted by the Bidder as provided in §8(3) hereof in terms of legal requirements and compliance with the Organiser's internal regulations, the Organiser shall provide the Bidder with information by e-mail on the procedure of conclusion the Sales Contract for the Subject.
6. The Sales Contract shall be concluded upon signature by persons authorised to act on behalf of or for the Subject Owner, as the last party, in compliance with the provisions set out herein. The conclusion of, as well as additions or amendments to, the Sales Contract shall require, under pain of nullity: (i) electronic signature by the parties of a document containing the declarations of will of the parties provided by the Organiser to the Bidder via a website selected by the former, or (ii) submission of parties' declarations of will in writing, or (iii) another form of legal act besides those mentioned above that mandatory legal provisions require for such declarations to be valid. The conclusion of, as well as additions or amendments to, the Sales Contract shall also be valid if the party's signature

is made in a different form than the signature of the other party as long as it is made as provided for in this paragraph and subject to the mandatory legal provisions.

7. Within 3 Business Days from the date of receipt of the information referred to in § 8(5) hereof, the Bidder shall (i) deliver to the Organiser the signed Sales Contract (if the relevant declaration of will to conclude the Sales Contract has been made in writing) or (ii) sign the Sales Contract using electronic signature (if the Sales Contract is entered into via the website referred to in § 8(6) hereof).
8. The price for the Subject indicated in the Sales Contract shall be paid within the time limit indicated in the Sales Contract to the Organiser's or the SF Partner's bank account, as the case may be.
9. Prior to concluding the Sales Contract or paying the full price for the Subject, the Subject shall be owned by the Subject Owner unless the Sales Contract provides otherwise.
10. The signature of the Sales Contract by or for the benefit of the Subject Owner shall be the moment binding parties by the terms of sale of the Subject. No prior information or documents submitted by the Organiser or the SF Partner to the Participant shall imply acceptance of the Purchase Bid or create an obligation on the side of the Organiser or the SF Partner.
11. The Organiser or the SF Partner, as the case may be, shall issue a VAT invoice for the Subject after the Sales Contract has been concluded, in accordance with its provisions and after the Organiser's or the SF Partner's bank account is credited with the due payment unless the Sales Contract provides otherwise. The Buyer agrees to be sent electronic invoices, which shall be tantamount to the consent to issue and provide invoices and corrected invoices under the Sales Contract in electronic form to the e-mail address indicated in Participant's account in the Post-Lease Service.
12. The entity paying for the Subject must be the same as the entity whose data is included in the Sales Contract and in the relevant VAT; this data must be confirmed by the submitted documents referred to in §8(3) hereof.
13. The Subject shall be released to the Buyer after the Sales Contract has been concluded within the time limit indicated therein, however, no sooner than upon the Organiser's or the SF Partner's bank has received the payment for the Subject in accordance with the Sales Contract and the Buyer has completed one of the acts referred to in §8(7) hereof. Following the Organiser's and the SF Partner's consent, the payment for the Subject owned by the SF Partner may be made to the Organiser's bank account, but the Buyer shall be notified of this beforehand, and such an option shall be specifically indicated in the Sales Contract.
14. If the Buyer fails to collect the Subject within the time limit defined in § 8(11) hereof, the Organiser reserves the right to charge an additional storage fee or to charge the Buyer with the costs incurred by the Organiser or the SF Partner in connection with delayed collection of the Subject. The Buyer shall bear the risk of loss or damage of the Subject as from the day indicated in the Sales Contract.
15. The Subject may be collected by the Buyer or a person authorised by them. The template of authorisation shall be made available to the Buyer in the Post-Lease Service, and under exceptional circumstances it shall be sent to the Buyer's e-mail address indicated in Participant's account in the Post-Lease Service. To generate the aforesaid template, the Buyer shall enter into the system the following data of the authorised person ("Collector's Data"): full name, series and number of identity document, citizenship, Civil Registration Number (PESEL) or date of birth in the absence of that number, country of birth and planned date of collection of the Subject (in the case of a natural person), or the name, form of organisational, address of the registered office or business address, tax ID NIP (in the absence of such a number – the country of registration, commercial register and registration number and date) and planned date of collection of the Subject (in the case of a legal person or an organisational unit without legal personality). The Buyer undertakes to additionally confirm the authorisation given via a website indicated by the Organiser or, if the Organiser so requests, deliver the original authorisation to the address indicated by the Organiser before the day of collection of the Subject at the latest. If in doubt regarding the submitted documents or data referred to herein, the Organiser reserves the right to

request from the Buyer additional data or information of the person authorised to collect the Subject under pain of refusing to release the Subject.

16. If the Bidder or the Buyer fails to meet any of their obligations specified in § 8 hereof, the Organiser may cease any further activities aimed at closing the transaction, select any other Purchase Bid submitted by another Bidder, re-invite the Bidders to submit their Purchase Bids, cancel the Purchase Bids submitted by the Bidder or withdraw the Subject from the Post-Lease Service; furthermore, the Organiser reserves the right to block the Bidder's account permanently or temporarily or ignore future Purchase Bids made by the Bidder.
17. The Organiser or the SF Partner, as the case may be, reserves the right to abandon the conclusion of or withdraw from the Sales Contract if, for causes beyond the Organiser's or the SF partner's control, it is impossible or substantially hindered to release the Subject due to non-performance or improper performance by the Participant of their obligations under these Regulations or the Sales Contract within 7 Business Days from the date of learning of such a cause.
18. The Participant agrees to complete in the Post-Lease Service, upon each Organiser's request, the data of ultimate beneficial owner(s), including the submitting of relevant declarations or documents to the Organiser, in order for the Organiser to meet its obligations imposed by the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (Journal of Laws of 2018, item 723 as amended), and, in particular, business registration documents (including entry in the Central Registry and Information about Business Activities (CEIDG) or the National Court Register (KRS), valid tax ID NIP and the National Official Business Register (REGON)) and documents identifying the persons representing the Participant (including the full name, Civil Registration Number (PESEL) or date of birth in the absence of that number, country of birth) or persons authorised to act on behalf of the Participant (including the full name, citizenship, PESEL number or date of birth in the absence of such a number, country of birth, series and number of identity document). The Buyer also undertakes to immediately notify the Organiser of any changes concerning the ultimate beneficial owner(s) or the nature of its business and shall provide adequate information and documents in this regard.
19. After sending the information referred to in § 8(1), the process aimed at concluding the Sales Contract shall, in principle, be continued by the Organiser, which shall, in particular, concern subsequent contacts with the Bidder as well as the preparation and publication of sale documentation in the Post-Lease Service. If otherwise agreed upon by the Organiser and the SF Partner in this respect, the Bidder shall be notified about that in the message referred to in the previous sentence.
20. If the SF Partner conducts the process aimed at concluding the Sales Contract on their own, the Bidder shall notify the Organiser of the status of each transaction, if the Organiser so requests.

§9 [Complaints]

1. Complaints regarding the operation of the Post-Lease Service shall be submitted in writing to: Siemens Finance Sp. z o.o. Kierownik Działu Zarządzania Aktywami, ul. Żupnicza 11, 03-821 Warszawa, or using the contact form available in the Post-Lease Service website publishing invitations to submit Purchase Bids for specific Subjects.
2. A submitted complaint must include: the Participant's name, login, a precise description of and reason for the complaint.
3. The Organiser shall handle the complaint within 14 Business Days from the date of receipt and shall immediately notify the Participant by e-mail on the manner of handling it.
4. If the data or information given in the complaint is insufficient and must be supplemented, the Organiser shall request the User to do so before handling the complaint. The time for providing additional explanation shall extend the complaint handling period.
5. Any complains resulting from failure to comply with these Regulations shall not be accepted or handled by the Organiser.

§10 [Protection of Personal Data]

1. Any and all information concerning Participants who are natural persons and persons authorised/contact persons on the part of Participants shall be regarded as personal data, shall be processed by the Organiser, acting as the personal data controller, for the purpose of performance of the Sales Contract concluded with the Organiser and for other purposes related to the provision of services provided herein.
2. The Organiser shall process information on Participants, including the information which constitutes personal data, in accordance with the relevant legal provisions, in particular the Act of 27 August 1997 on Personal Data Protection (Journal of Laws of 2002, No. 101, item 926, as amended) and the Act of 18 July 2002 on the Provision of Services by Electronic Means (Journal of Laws of 2002, No. 144, item 1204, as amended), and using the security measures required by law.
3. Each data subject shall have the right to access, rectify, and supplement their data as well as having the right to request that the data be no longer processed or be deleted. However, if any data that is required for the use of the Post-Lease Service or the services provided for herein is deleted, the data subject shall no longer be given access to the Post-Lease Service or be rendered any related services.
4. Detailed provisions on the protection of Participant's personal data shall be published on the Post-Lease Service website under Privacy Policy.
5. The Organiser shall process cookies in order to gather information on how the Participant uses the Post-Lease Service. Cookies enable the identification of the Participant's computer in order to ensure, in particular, that their account is being used by a person entering the correct login and password.
6. The Post-Lease Service shall use plug-ins which allow the Participant to log into the Post-Lease Service via a Facebook or Google+ account. In order to log in using these platforms, the Participant must provide the Organiser with their e-mail address or other data used by the Participant on these platforms when logging in. Logging in using the aforesaid plug-ins shall be done by connecting to the servers of the selected platform. If the Participant uses any tools that block such a connection, it may prevent a successful login into the Post-Lease Service. The administrators of Facebook and Google+ servers shall be fully responsible for the plug-ins as their suppliers. The Organiser has no influence on the volume of data used and stored by the individual plug-in suppliers. The Organiser shall not encode nor save passwords to the aforesaid platforms on its own.

§11 [Organiser's Liability]

The Organiser shall not be liable for SF Partner's performance or non-performance of the obligations arising out of the Sales Contract concluded by the Participant and the SF Partner, and, in particular, the Organiser shall not be liable for:

- a. quality, security, and availability of Subjects belonging to the SF Partner,
- b. reliability, accuracy, and authenticity of descriptions of Subjects belonging to the SF Partner,
- c. the sellability of Subjects belonging to the SF Partner,
- d. SF Partner's failure to enter into the Sales Contract, regardless of the cause.

§ 12 [Final Provisions]

1. The Participant may resign from the use of the Post-Lease Service by submitting a written declaration to the following address: Dział Zarządzania Aktywami, Siemens Finance Sp. z o.o., ul. Żupnicza 11, 03-821 Warszawa. The declaration shall become effective as of the end of the calendar month following the month in which the Organiser received Participant's declaration, unless the Participant submitted a Purchase Bid, in the case of which the resignation becomes effective following the period in which the Purchase Bid is binding on the Bidder, provided that it has not received the e-mail message referred to in

§ 8(1) hereof. The Participant may also resign from the use of the Post-Lease Service by deleting their Post-Lease Service account using the Post-Lease Service User Panel.

2. Subject to § 12(3) hereof, the Organiser shall have the right to cease to provide services as part of the Post-Lease Service at any time and for any reason. The discontinuation of services provided under the Post-Lease Service shall become effective as of the end of the calendar month following the month in which the Organiser advised the Participants of the discontinuation by e-mail sent to the e-mail addresses indicated in Participants' Post-Lease Service accounts.
3. Up to the moment of concluding the Sales Contract in accordance with § 8(8) hereof, the Organiser shall have the right to change or cancel, either on its own behalf or for or on behalf of the SF Partner, the invitation to submit Purchase Bids or to provide information on the discontinuation of talks aimed at making the transaction and conclude the Sales Contract, as referred to in § 8(1) hereof, at any time and without justification.
4. The Organiser shall be liable exclusively for improper operation of the Post-Lease Service resulting from intentional fault. The Organiser shall not be liable for any difficulties related to the use of the Post-Lease Service and arising from technical issues or for wrong or accidental discontinuation, suspension, or early closure of the sales process. Moreover, the Organiser shall not be liable if the Participant, for reasons beyond the Organiser's control, fails to receive an automatic e-mail sent by the Post-Lease Service.
5. The Organiser reserves that it the exclusive rights to the Post-Lease Service are vested with the Organiser.
6. These Regulations shall be governed by Polish law.
7. Any disputes related to the performance, non-performance or undue performance of these Regulations or Sales Contracts concluded pursuant to these Regulations shall be settled by a competent court of law having jurisdiction over the Organiser's registered office.
8. These Regulations have been drawn up in Polish and English. In the event of any discrepancies between the two language versions, the Polish version shall prevail.
9. The Regulations shall become effective as from 2 January 2019. The Organiser reserves the right to amend these Regulations at any time, and any such amendments shall have no effect on any Purchase Bids made before the amendment.
10. These Regulations may be amended for important reasons, in particular, of technical or legal nature, and the modification of the terms of services provided under the Post-Lease Service.
11. The Organiser shall publish information about any amendments to these Regulations on the Post-Lease Service website or in the Post-Lease Service User Panel. The amended Regulations shall be made available by publishing a consolidated text thereof on the Post-Lease Service website.

Any amendment to these Regulations shall become effective within the time limit indicated by the Organiser, however, no shorter than 7 days from the time the new Regulations were made available. If the Participant continues to use the Post-Lease Service following the effective date of the new Regulations, this Participant shall be deemed accepting the terms of the new Regulations and abiding by them.

Appendix 1

Employee Declaration

I declare that I shall assume full responsibility for any damages caused by me as a result of the improper testing of the equipment/device, number, and, in particular, I shall reimburse for any such damages immediately.

I also acknowledge that the company (Keeper): shall not be in any way responsible for starting the equipment using old and discharged batteries.