

Post-Lease Service Regulations at Siemens Finance Sp. z o.o. with its registered office in Warsaw

§1. [Subject of the Regulations]

1. These Regulations set forth the rules for a website managed by Siemens Finance Sp. z o.o., as part of which Siemens Finance Sp. z o.o. presents the new or used fixed assets, including vehicles, machines, and equipment, and the Participants may submit offers to purchase the presented fixed assets ("**Post-Lease Service**").
2. The services as part of the Post-Lease Service are provided solely for natural persons who conduct business activities, legal persons or organisational units without legal personality and that do not constitute consumers within the meaning of Art. 22¹ of the Civil Code.
3. The services provided for in these Regulations are rendered by Siemens Finance Sp. z o.o. The Company may employ subcontractors to render the services provided for these Regulations.

§ 2 [Definitions]

The definitions used hereunder shall have the following meanings:

Regulations – these Post-Lease Service Regulations by Siemens Finance Sp. z o.o. with its registered office in Warsaw that serve as a basis for legal relationship between the Participant and the Organiser, specifying the rules for the use of the Post-Lease Service;

Organiser – Siemens Finance Sp. z o.o. with its registered office in Warsaw, at the address: ul. Żupnicza 11, entered into the Register of Entrepreneurs kept by 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) no.: 526-020-87-63, Statistical Identification Number (REGON) 012002567, with share capital of PLN 58,500,000.00,

SF Partner – an entity, other than the Organiser, which is the Owner of the Subject; **Owner of the Subject** – the Organiser or SF Partner which owns the Subject;

Participant – a natural person conducting business activities or a legal person or organisational unit without legal personality who is registered with the Post-Lease Service;

Seller – the Owner of the Subject who, directly or indirectly, entered into the Sale Contract;

Bidder – the Participant who submitted the Purchase Offer on the Post-Lease Service as part of invitation to submit Purchase Offers published on the Post-Lease Service by the Organiser;

Buyer – the Participant or a third party designated by them that entered into the Sale Contract;

Civil Code – the Act of 23 April 1964 on Civil Code (i.e. Journal of Laws of 2014, item 121, as amended);

Post-Lease Service – a website available at: www.poleasingowa.pl, on which the Organiser publishes invitations for bid, enabling the Participants to make bids,

Subject – a fixed asset, including a vehicle, machine or equipment, published on the Post-Lease Service;

Purchase Offer – except for any offer submitted in response to an invitation to submit Purchase Offers with the status "expected" and subject to the Bid referred to in §7 item 3 of the Regulations, the Purchase Offer means an offer submitted by a Bidder to purchase the Subject within the meaning of Article 66 of the Civil Code, containing the maximum net price which the Participant intends to pay for the Subject. Any Purchase Offer made in response to the invitation to submit Purchase Offers with the status "expected" shall become valid when the Bidder receives a notification on the change of the status from "expected" to "for sale". **Estimated Value of the Subject** – an estimated value of the Subject indicated in an invitation to submit Purchase Offers for information purposes;

Business Day – means every day (other than Saturday, Sunday or public holiday) on which the Organiser conducts business activities from 9 am to 5 pm;

Sale Contract – an agreement for the sale of the Subject;

Extension of the Purchase Offer Submission Deadline – the time by which the purchase offer submission deadline is extended if the purchase offer with the highest price for the Subject – or in the event the last Purchase Offer is changed by the new Purchase Offer with the highest price – is placed within the period indicated in the invitation to submit Purchase Offers that falls before the purchase offer submission deadline (the period which is the same as the Extension of the Purchase Offer Deadline Extension). In such a case, the Purchase Offer submission deadline is extended by the time specified by the Organiser in the invitation to submit Purchase Offers, starting from the time the Purchase Offer with the highest price for the Subject is placed or the last Purchase Offer is changed by the new Purchase Offer with the highest price. This time is automatically extended and specified in the invitation to submit Purchase Offers, section “Purchase Offer Submission Deadline”. The procedure specified in the previous sentences shall apply to any subsequent Purchase Offers with the highest price for the Subject or in the event the last Purchase Offer is changed by the new Purchase Offer with the highest price within the extended Purchase Offer submission deadline.

§3 [Service Registration]

1. Participant may submit Purchase Offers after he or she has 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 the natural person authorised to place valid statements of intent and act on behalf of the Participant. In the event of doubts, completing the registration at www.poleasingowa.pl shall be synonymous with accepting the Regulations.
2. After the registration, the Participant gains access to the Post-Lease Service by indicating a correct login and password.
3. The Participant can also log in the Post-Lease Service using other accounts (Facebook, Google+).
4. The Organiser shall provide access to the Post-Lease Service using a secure connection, using TLS v1.0 256 bit AES (2048 bit RSA/SHA) encryption.
5. It is possible to use the Post-Lease Service if the following technical conditions are met by the Participant's ICT System:
 - a. the Participant uses one of the following web browsers (with active javascript): Opera, at least 12.15; Mozilla Firefox, at least 15; Chrome, at least 20; Safari, at least 5.0, Internet Explorer, at least 9.0;
 - b. the use of Adobe Acrobat Reader – current version, downloadable at: <http://get.adobe.com/reader>;
 - c. the website is optimised for 1024px resolution.
6. The Participant declares that his or her activities as part of the Post-Lease Service will comply with these Regulations, the applicable law and good practices, and that they will not violate the rights or interests of the Organiser or the rights of other Participants.
7. The Participant can only create one account on the Post-Lease Service. The Participant can have more than one e-mail address for contact purposes on the Post-Lease Service. The Participant can use only his or her own account on the Post-Lease Service. It shall be prohibited to use the accounts of other Participants or to make available one's own account to any third parties. The Participant shall keep the secrecy of his or her own password and refrain from making it available to any other persons.
8. If the Participant is considered to use the Post-Lease Service in a way contrary to the Regulations, the Organiser has the right to immediately block the account, either temporarily or permanently, cancel any previous Purchase Offers, delete the Participant's Post-Lease Service account or undertake any activities aimed at repairing the damage caused by such use. This in particular concerns empty Purchase Offers by the Bidder, failure to comply with the payment deadline for the Subject on the part of the Bidder, failure to provide the necessary documents within the indicated time frame, and creating fictitious accounts on the Post-Lease Service by the Participant.
9. The Participant shall bear exclusive liability for any activities used as part of the Post-Lease Service using an invalid log-in or account. Any changes of settings regarding notifications on the new Subjects available on the Post-Lease Service and the categories of the relevant Products shall only be made by the Participant as part of his or her own Post-Lease Service account.
10. Moreover, the Participant shall be fully liable for any actions or omission of ones of his or her employees, co-workers or representatives with access passwords or identification numbers assigned to that Participant.
11. The Participant shall update his or her address and contact data provided for on the Post-Lease Service immediately after such data is changed. Failure to comply with this obligation shall be to the detriment of 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 case of unsuccessful verification, the Organiser shall be authorised to cancel, either temporarily or permanently, any Purchase Offers made by the Participant and delete the Post-Lease Service account of that Participant.

§4 [Subject in the invitation to submit Purchase Offers]

1. As part of an invitation to submit Purchase Offers, the Organiser may indicate the location of the Subject as well as the contact data of the keeper of the Subject. Before making a Purchase Offer, the Participant shall contact the keeper on their own in order to specify the date of inspection and the date of testing of the Subject, and the Participant shall inspect the Subject by way of thorough verification of the technical condition, completeness of the equipment, technical and service documentation of the Subject. The Subject's keeper can make the tests of the Subject conditional on whether the Participant submits a statement regarding the responsibility for any

damages resulting from an improper testing of the Subject, exemplified in Appendix no. 1 hereto. If the location of the Subject is not indicated in the invitation to submit Purchase Offers and there is no contact data of the Subject's keeper, the Participant shall directly contact the Organiser using the "Ask a question" function available on the website containing the invitation to submit Purchase Offers concerning a specific Subject in order to obtain information on the location of the Subject and the Keeper's contact data.

2. If the Participant fails to personally familiarise themselves with the technical documents, completeness of the equipment, the technical and service documentation of the Subject, or should it be impossible to activate the Subject – it shall not serve as a basis for submitting any claims by the Participant against the Organiser or SF Partner, and it shall not entitle the Participant to withdraw from the Sale Contract concluded with the Organiser nor reduce the price of the Subject.
3. Subject to §7 item 3, a successful Purchase Offer submission shall mean that the Bidder is aware of the technical condition, completeness of the equipment, the technical and service documentation of the Subject, and that the Bidder accepts them unconditionally.
4. The Organiser or SF Partner shall not be liable for any defects of the Subject under warranty or guarantee.
5. The Organiser or SF Partner shall not be liable for hidden defects of the Subject and they shall not make up for any deficiencies with respect to the Subject.
6. The Organiser or SF Partner shall not cover any costs, in part or in whole, borne by the Participant in connection with their participation in the sales process of the Subject, and in particular with the costs of travelling to the site of inspection of the Subject, transport or cargo insurance, and the transport and loading of the Subject itself.
7. Any and all information, descriptions, photos, technical data, expert opinions, service protocols, etc. with respect to the Subject that are published on the Post-Lease Service shall not constitute an offer within the meaning of Art. 66 of the Civil Code and they shall serve information purposes only, whereas the Organiser or SF Partner shall not be responsible for the conclusions drawn by the Participant on their basis.

§5 [Invitation to submit Purchase Offers]

1. The Organiser shall place an invitation to submit Purchase Offers on the Post-Lease Service. The Organiser may distribute invitations to submit Purchase Offers among a closed target group that was pre-determined by the Organiser.
2. Invitation to submit Purchase Offers may have the status "expected".
3. Invitation to submit Purchase Offers may contain the following information:
 - a. deadline for submission of Purchase Offers; however, this may be extended by the Organiser, automatically extended by the Purchase Offer Submission Deadline, and the Organiser may specify the new deadline after the previous deadline for submission of Purchase Offers comes to an end; if the deadline for submission of Purchase Offers is reduced, the Bidder shall be immediately notified thereof by an automatic e-mail delivered to the address indicated on the Participant's Post-Lease Service account;
 - b. required period in which the Purchase Offer is binding on the Bidder;
 - c. description of the Subject; however, this may refer to the Subject whose technical state and completeness are different than the actual state at the moment in which the invitation to submit Purchase Offers was placed;
 - d. Estimated Value of the Subject;
 - e. expert's opinion regarding the Subject; however, this may refer to the Subject whose technical state and completeness are different than the actual state at the moment in which the invitation to submit Purchase Offers was placed;
 - f. address of the place where the Subject is stored, and (if the Subject is stored in the Organiser's warehouse) a relevant designation and address of the warehouse;
 - g. photographs of the Subject; however, this may refer to the Subject whose technical state and completeness are different than the actual state at the moment in which the invitation to submit Purchase Offers was placed.
4. The Organiser reserves the right to withdraw from the invitation to submit Purchase Offers irrespective of the status of the next invitation and without indicating the reasons.

§6 [Monitoring an invitation to submit Purchase Offers]

1. If the Participant wishes to monitor the invitation to submit Purchase Offers and the Purchase Offers submitted as part of this process, he or she must log in the Post-lease Service.
2. Notwithstanding § 7 item 8 of the Regulations, the Participant monitoring the invitation to submit Purchase Offers and the Purchase Offers submitted as part of this process shall receive notifications on the changes of status of the invitation to submit Purchase Offers by an automatic e-mail sent to the address indicated on the Participant's Post-Lease Service account.
3. The Participant observing the invitation to submit Purchase Offers and the Purchase Offers submitted as part of this process can submit at any time a Purchase Offer with respect to the Subject in line with § 7 of the Regulations.

§7 [Purchase Offer]

1. In order to submit a Purchase Offer, Participant of the Sale must log in the Post-lease Service. Purchase Offers are submitted on a form available on the Post-Lease Service.

2. Subject to § 7 items 3 and 4 of the Regulations, the Bidder shall be bound by his/her Purchase Offer during the period specified in the invitation to submit Purchase Offers, whereas in the event of a change of the Purchase Offer submitted by the Bidder, the changed Purchase Offer shall apply. The Bidder cannot make more than one Purchase Offer with respect to a given Subject. However, it is acceptable to modify the submitted Purchase Offer in any way. In the event of reduction or withdrawal of the Purchase Offer, the Bidder will be asked to justify his or her decision using a relevant form. Where the period in which the Purchase Offer is binding on the Bidder has not been specified in the invitation to submit Purchase Offers, the binding period shall be 30 days from the day on which the Purchase Offer has been made.
3. The Organiser may conditionally release the Bidder from his or her obligation related to the Purchase Offer if the Bidder informs the Organiser before the Purchase Offer that he or she is unable to inspect the Subject before making a Purchase Offer. The Bidder shall inform the Organiser about this situation using a contact form available on the Post-Lease Website. The Organiser's statement on a conditional release of the Bidder from the obligation relating to the Purchase Offer shall be made by an e-mail delivered to the address indicated on the Participant's Post-Lease Service account.
4. Any Purchase Offer made in response to the invitation to submit Purchase Offers with the status "expected" shall become valid on the conditions defined in §7 item 10 (a).
5. The Purchase Offer shall be made within the time frame specified by the Organiser in an invitation to submit Purchase Offers.
6. The price of the Subject specified in the Purchase Offer is a net price (VAT excluded). The price of the Subject specified in the Purchase Offer may be expressed in one of the following currencies: zloty (PLN) or Euro (EUR), depending on which one of them was indicated in the invitation to submit Purchase Offers. In the event of invitations to submit Purchase Offers relating to the Subjects owned by the Organiser and if the Buyer wishes to pay for the Subject in one of the currencies defined in the previous sentence (either PLN or EUR) and the currency defined in the invitation to submit Purchase Offer is other than the currencies defined above, the final price of the Subject shall be the price defined in the Purchase Offer and converted in accordance with the current average exchange rate announced by the National Bank of Poland as at the last date of placement of Purchase Offers or another exchange rate determined individually between the Organiser and the Buyer. In the event of invitations to submit Purchase Offers relating to the Subjects owned by SF Partner, it is necessary to obtain SF Partner's consent on changing the currency in which the Subject will be paid for.
7. The Organiser may indicate current Purchase Offers on the Post-Lease Service determining the offered price and time when the Purchase Offer was submitted, and at the same time convert the login of the Bidder into a code containing only the first and the last letter of the login.
8. The Bidder who has submitted the highest-priced Purchase Offer for the Subject will receive an automatic e-mail that another Purchase Offer for the Subject has been received, with a higher price proposal than the one offered by that Bidder.
9. After the deadline for submitting Purchase Offers comes to an end, the Organiser (in relation to the Subject owned by the Organiser) or SF Partner via the Organiser (in relation to the Subject owned by SF Partner) may: select the Purchase Offer made by a particular Bidder, extend the deadline for submission of Purchase Offers, make a new invitation to submit Purchase Offers for the Subject, or cancel the Subject from the Post-Lease Service.
10. An invitation to submit Purchase Offers may be assigned the following statuses:
 - a. **"expected"** – means that the invitation to submit Purchase Offers should soon be given the "for sale" status. Purchase Offers which have been submitted in response to an invitation with the status "expected" become binding after the Participant receives a notification that the status has been changed to "for sale".
 - b. **"for sale"** – means that the Organiser or SF Partner, as the case may be, is awaiting Purchase Offers.
 - c. **"pending decision"** – means that the deadline for submitting Purchase Offers has expired and the Organiser has proceeded with analysing the Purchase Offers.
 - d. **"awaiting payment"** – means that the Organiser has sent an information to the Bidder who placed a given Purchase Offer in line with § 8 item 1 and is awaiting payment for the Subject.
 - e. **"sold"** – means that the Sale Contract has been concluded and the Organiser or SF Partner, as the case may be, has received the price for the Subject.
11. In the event of change of the status of an invitation to submit Purchase Offers, the Organiser shall notify the Bidder that has placed the Purchase Offer in response to a given invitation to submit Purchase Offers by sending an automatic e-mail to the address provided for in the Participant's Post-Lease Service account.

§8 [Sale Contract execution]

1. If the deadline for submitting Purchase Offers comes to an end and the Organiser or SF Partner, as the case may be, is interested in engaging in talks in order to finalise the transaction and conclude the Sale Contract with a given Bidder, the Organiser shall inform that Bidder on his own behalf or on behalf of SF Partner about his position by sending an automatic e-mail to the address provided in the Participant's account on the Post-lease Service. Sending the message indicated above shall not mean that the Purchase Offer has been accepted.
2. The Organiser or SF Partner, as the case may be, is not obliged to provide the selection criteria with respect to the Bidder with whom it wishes to continue the talks in order to finalise the transaction and conclude the Sale Contract pertaining to the Subject.
3. The Bidder who received an e-mail referred to in § 8 item 1 of the Regulations shall contact the Organiser within 1 Business Day from the day he or she receives this information by filling out a relevant form on the Post-Lease Service in order to conclude the Sale Contract, providing at the same time the data for the invoice and registration

documents (transcript from the Central Registration and Information on Business (CEIDG) or the National Court Register (KRS), current NIP and REGON numbers) and other documents and information necessary to conclude the Sale Contract that are indicated in the e-mail referred to in § 8 item 1 of the Regulations subject to § 8 item 17. Copies of the documents referred to above shall be uploaded by the Bidder to the Post-Lease Service using the Post-Lease Service's User Panel.

4. If the Bidder submits a Purchase Offer on its own, but the Sale Contract would be concluded by an entity other than the Bidder, this information, along with any and all data pertaining to this Subject, shall be provided under the principles defined in § 8 item 3 of the Regulations. Apart from the above information, the Bidder shall indicate whether he or she will represent a third party before and at the time of concluding and performing the Sale Contract or whether this process will be directly conducted by the Organiser with that third party. If the Bidder represents a third party before and at the time of concluding and performing the Sale Contract, further provisions of the Regulations in this respect shall apply to the Bidder. If the Organiser conducts this process directly with a third party, further provisions of the Regulations in this respect shall not apply to the Bidder. In any case, the Bidder shall – in line with Art. 391 of the Civil Code – see to it that the process aimed at concluding the Sale Contract and the conclusion and performance of the Sale Contract are in line with the principles defined in the Regulations and under the terms and conditions specified in the Purchase Offer. The Bidder shall be responsible for damage that may be incurred by the Organiser or SF Partner as a result of failure to meet those obligations by the third party indicated by the Bidder.
5. Following a positive verification of data submitted by the Bidder in line with § 8 item 3 of the Regulations in terms of legal requirements and compliance with the Organiser's internal regulations, the Organiser shall provide the Bidder with electronic information on the place from which it can download a draft Sale Contract for the Subject or send this draft by e-mail to the address provided for on the Participant's Post-Lease Service account.
6. The Bidder shall provide the Organiser with two original copies of the executed Sale Contract within 5 Business Days from the date of reception of the notification on making the draft Sale Contract available on the Post-Lease Service or the date of sending the draft Sale Contract by e-mail to the Bidder's address indicated on the Participant's Post-Lease Service account. Within 48 hours from the moment the draft Sale Contract is made available on the Post-Lease Service or the draft Sale Contract is sent by e-mail to the Participant's account indicated on the Post-Lease Service, the Bidder shall upload a copy of a duly executed Sale Contract (in PDF) to the Post-Lease Service using the Post-Lease Service's User Panel.
7. The price for the Subject indicated in the Sale Contract shall be transferred within the time frame indicated in the Sale Contract to the bank account of the Organiser or SF Partner, as the case may be.
8. Prior to the payment of the full price of the Subject and the execution of the Sale Contract, the Subject shall remain its Owner's, unless otherwise provided for in the Sale Contract.
9. The Sale Contract is concluded when the parties authorised to act for or on behalf of the Subject's Owner write their signatures on the Sale Contract that had already been signed by the persons authorised to represent the Buyer. The execution of the Sale Contract by or for the Subject's Owner shall commence the period in which the parties are bound by the conditions regarding the sale of the Subject. No prior information or documents submitted by the Organiser or SF Partner to the Participant will imply the acceptance of the Purchase Offer nor a binding commitment of the Organiser or SF Partner.
10. The Organiser or SF Partner, as the case may be, will issue a VAT invoice for the Subject for the Buyer after the Sale Contract has been concluded, in accordance with its provisions and after the bank account of the Organiser or SF Partner is credited, unless otherwise provided for in the Sale Contract.
11. The entity that pays for the Subject must be the same as the entity whose data is included on the Sale Contract and on a VAT invoice evidencing the sale, and the data of the former must be confirmed by indicating the registration documents defined in § 8 item 3 of the Regulations.
12. The Subject shall be released to the Buyer after the Sale Contract has been concluded within the time frame indicated therein, but no sooner than the moment at which the bank account of the Organiser or SF Partner is credited with the price of the Subject in accordance with the Sale Contract and after delivering an original copy of the Sale Contract duly executed by the Buyer. Following the consent of the Organiser and SF Partner, the payment for the Subject owned by SF Partner can be made to the Organiser's bank account, but the Buyer shall be notified of this beforehand and this transfer will be specifically indicated in the Sale Contract.
13. If the Buyer fails to collect the Subject within the time frame defined in § 8 item 11 of the Regulations, the Organiser reserves the right to charge an additional storage fee or to charge the Buyer with the costs incurred by the Organiser or SF Partner in connection with the delay in collection of the Subject. The Buyer shall bear the risk of loss or damage of the Subject from the day indicated in the Sale Contract.
14. The Subject may be collected by the Buyer or a person authorised by them. The template of the authorisation is made available to the Buyer on the Post-Lease Service, and under exceptional circumstances it is sent to the Buyer's e-mail address indicated on the Participant's Post-Lease Service account. In order to generate the authorisation template, the Buyer must enter the following data into the form ("Collection data"): name and surname of the person collecting the Subject, ID number of the person collecting the Subject, and the scheduled date of collection. Before the Subject collection date, a scanned copy of a duly signed and completed collection authorisation must be uploaded to the Participant's Post-Lease Service account, and the original copy shall be presented to the Organiser or SF Partner, as the case may be, no later than on the date on which the Subject is collected.
15. If the Bidder or the Buyer fail to comply with any of their obligations specified in § 8 of the Regulations, the Organiser may cease further activities aimed at finalising the transaction, select any other Purchase Offer submitted by another Bidder, re-invite the Bidders to submit their Purchase Offers or cancel the Subject from the Post-Lease Service. Moreover, the Organiser reserves the right to block, either temporarily or permanently, the account of that Bidder or ignore any future Purchase Offers made by that Bidder.
16. The Organiser or SF Partner, as the case may be, reserve the right to resign from the conclusion of the Sale Contract or withdraw from such an agreement if it is impossible or substantially hindered to release the Subject

due to the reasons beyond the control of the Organiser or SF Partner or such release cannot be effected due to non-performance or undue performance of the obligations, specified in these Regulations or the Sale Contract, by the Participant within 7 Business Days from the date such a situation arises.

17. The Participant undertakes to submit additional details concerning the ultimate beneficial owner(s) to the Post-Lease Service at any request of the Organiser, which includes submitting relevant declarations or presenting documents at the request of the Organiser in order to meet the obligations imposed on the Organiser under the Act of 16 November 2000 on Counteracting Money Laundering and Terrorism Financing (consolidated text of Journal of Laws of 2014, item 455), and in particular the registration documents with respect to business activities (including, inter alia, entry into the Central Registration and Information on Business (CEIDG) or National Court Register (KRS), along with NIP and REGON numbers) and the identification documents (including, inter alia, name, surname, citizenship, ID details, registered residence, PESEL no. or date of birth for a person with no PESEL number). The Participant undertakes to immediately notify the Organiser of any changes concerning the ultimate beneficial owner(s) and provide adequate information and documents in this regard.
18. After sending the information referred to in § 8 item 1, the process aimed at concluding the Sale Contract is, as a rule, continued via the Organiser, which in particular concerns a subsequent contact with the Bidder as well as preparing and making the sale documentation available on the Post-Lease Service. If otherwise agreed upon by the Organiser and SF Partner in this respect, the Bidder shall be informed about the message referred to in the previous sentence.
19. If SF Partner conducts the process aimed at concluding the Sale Contract on his or her own, the Bidder shall notify the Organiser of the status of each transaction at the request of the Organiser.

§9 [Complaints]

1. Any complaints related to the functioning of Post-Lease Service shall be submitted in writing to the address of Siemens Finance Sp. z o.o., the Head of Asset Management Department, ul. Żupnicza 11, 03-821 Warsaw, or using the contact form available on the Post-Lease Service's website containing an invitation to submit Purchase Offers with respect to a specific Subject.
2. A complaint must include: the Participant's name, login, along with a precise description of and reason for the complaint.
3. The Organiser shall handle a complaint within 14 Business Days from the date of receiving it and it shall immediately notify the User by e-mail on the manner of handling it.
4. If the data or information indicated in a complaint must be completed, the Organiser shall refer to the claimant for such completion before handling the complaint. The time for additional explanations shall extend the complaint handling period.
5. Any complains resulting from non-observance of these Regulations shall not be handled by the Organiser.

§10 [Protection of personal data]

1. Any and all information concerning the Participants who are natural persons and the authorised/contact persons on the part of the Participants shall be regarded as personal data, and it shall be processed by the Organiser, acting in the capacity of the controller of personal data – for the purpose of performance of the Sale Contract concluded with the Organiser and for other purposes related to the provision of services provided for in the Regulations.
2. The Organiser shall process information on the Participants, including the information which constitutes personal data, observing in this respect 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 person to whom the personal data relates has the right to access, correct, and complete his or her data, as well as the right to request that this data to is to be removed and no longer processed. However, if the person deletes the data that is necessary in terms of use of the Post-Lease Service or the services provided for in these Regulations, this person can no longer use them.
4. Detailed provisions on the protection of the personal data of the Participant are published on the website of the Post-Lease Service, under Privacy Policy.
5. The Organiser uses Cookies in order to gather information on the way the Participant uses the Post-Lease Service. Cookies enable the identification of the Participant's computer in order to ensure, in particular, that the account is used by a person entering an appropriate login and password.
6. The Post-Lease Service uses plug-ins which allow to log in the Post-Lease Service by Facebook or Google+ account. In order to log in using these platforms, the Participant must provide the Organiser with his or her e-mail address or other data used by the Participant on these platforms when logging in. Logging in on the basis of the above plug-ins involves the connection with the servers of the selected platform. If the Participant uses any tools that block such a connection, it may be unfeasible to log in the Post-Lease Service in the manner indicated above. As the suppliers of plug-ins, the administrators of the servers of Facebook, Google+ shall be fully responsible for those plug-ins. The Organiser has no influence on the amount of data used and stored by individual suppliers of plug-ins. The Organiser does not encode nor save the passwords to the above platforms.

§11 [Organiser's responsibility]

The Organiser shall not be responsible whether SF Partner performs or not the obligations arising out of the Sale Contract concluded by the Participant and SF Partner, and in particular the Organiser shall not be responsible for:

- a. the quality, security, and availability of the Subjects belonging to SF Partner,
- b. reliability, accuracy, and authenticity of the descriptions of Subjects belonging to SF Partner,
- c. the possibility of the sale of Subjects belonging to SF Partner,
- d. failure to enter into the Sale Contract on the part of SF Partner, regardless of the reasons.

§ 12. [Final provisions]

1. The Participant can resign from the use of the Post-Lease Service by submitting a written declaration and sending it to the following address: Asset Management Department, Siemens Finance Sp. z o.o., ul. Żupnicza 11, 03-821 Warsaw. Such a resignation becomes effective as of the end of the calendar month following the month in which the Organiser received the Participant's resignation declaration, unless the Participant submitted a Purchase Offer – in such a case, the resignation becomes effective following the period in which the Purchase Offer is binding on the Bidder, provided that no e-mail referred to in § 8 item 1 of the Regulations has been received. The Participant can also resign from the use of the Post-Lease Service by deleting his or her Post-Lease Service account using the Post-Lease Service's User Panel.
2. Subject to § 12 item 3 of the Regulations, the Organiser has 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 as part of the Post-Lease Service becomes effective as of the end of the calendar month following the month in which the Organiser informed the Participants about this by e-mail sent to the e-mail addresses indicated on the Participants' Post-Lease Service accounts.
3. Up to the moment of concluding the Sale Contract in accordance with § 8 item 8 of the Regulations, the Organiser has the right to change or cancel, either on its own or on behalf of SF Partner, the invitation to submit Purchase Offers or to provide information on the end of the talks aimed at finalising the transaction and concluding the Sale Contract referred to in § 8 item 1 of the Regulations at any time, without indicating the reasons.
4. The Organiser shall be liable for an improper functioning of the Post-Lease Service resulting from its intentional fault. The Organiser shall not be liable for any difficulties using the Post-Lease Service arising out of technical issues or for wrong or accidental discontinuation, suspension, or early completion of the sales process. Moreover, the Organiser shall not be at fault if the Participant, for reasons beyond the control of the Organiser, does not receive an automatic e-mail sent by the Post-Lease Service.
5. The Organiser warrants that it has the exclusive rights to the Post-Lease Service.
6. These Regulations shall be subject to Polish law.
7. Any and all disputes related to the performance, non-performance or undue performance of the Regulations or the Sale Contracts concluded on the basis of the Regulations shall be settled by the court having jurisdiction over the registered office of the Organiser.
8. The Regulations have been prepared in Polish and English language versions. In the event of any discrepancies between the two language versions of the Regulations, the Polish version shall prevail.
9. The Regulations shall apply from (date) 1st of March 2017, and the Organiser reserves the right to change any of its provisions at any time, whereas such changes shall not concern the Purchase Offers that had been submitted before.
10. These Regulations can be changed due to material reasons, in particular technical, legal reasons and the modification of the rules for the services provided as part of the Post-Lease Service.
11. The Organiser shall inform about the change of the Regulations directly on the website of the Post-Lease Service or the Post-Lease Service's User Panel. The modified Regulations shall be delivered by publishing the new, uniform Regulations on the website of the Post-Lease Service.
12. These Terms and Conditions are written in the Polish and English languages. In case of any discrepancy between the two language versions, the Polish version shall prevail.

A change of these Regulations shall become effective within the time frame indicated by the Organiser, but no less than 7 days from the time the new Regulations are made available. If the Participant continues to use the Post-Lease Service following the effective date of the new Regulations, it shall mean that this Participant accepts the terms and conditions of the new Regulations and declares to observe them.

Appendix No. 1

Declaration

I shall be fully responsible for any damages caused by me as a result of an improper testing of the equipment/device, number, and, in particular, I shall cover the damages immediately.

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