

Regulations of the Off Lease Website operated by Siemens Finance Sp. z o.o. with its registered office in Warsaw

§1 [Subject of the Regulations]

1. These Regulations set forth the principles pursuant to which Siemens Finance Sp. z o.o. operates its online system presenting new or second-hand fixed assets, including vehicles, machinery and equipment, and enabling the Participants to submit Purchase Bids related to the fixed assets presented ("**Off Lease Website**").
2. The Off Lease Website may be taken advantage of solely by natural persons conducting business activity, legal persons or organizational units without legal personality, not being consumers within the meaning of Article 22¹ of the Civil Code.
3. The services these Regulations are concerned with are rendered by Siemens Finance Sp. z o.o.
In its performance of the services these Regulations are concerned with, Siemens Finance Sp. z o.o. may take advantage of services provided by subcontractors.

§2 [Definitions]

Whenever used in these Regulations, the terms presented below shall have the following meaning:

Regulations – shall mean these Regulations of the Off Lease Website operated by Siemens Finance Sp. z o.o. with its registered office in Warsaw, serving as a basis for the legal relationship between the Participant and the Organizer and laying down the rules for taking advantage of the Off Lease Website;

Organizer – shall mean Siemens Finance Sp. z o.o. with its registered office in Warsaw, at ul. Żupnicza 11, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under the number KRS 0000063579, NIP (Tax Identification Number): 526-020-87-63, REGON (Statistical Number) 012002567, with the share capital of PLN 58,500,000.00;

SF Partner – shall mean an entity other than the Organizer, being the Owner of the Item;

Owner of the Item – shall mean the Organizer or an SF Partner being the owner of the Item;

Participant – shall mean a natural person conducting business activity or a legal person or an organizational unit without legal personality who has registered on the Off Lease Website;

Seller – shall mean an Owner of the Item who has concluded the Sales Agreement or for the benefit of whom the Sales Agreement has been concluded;

Bidder – shall mean a Participant who has submitted a Purchase Bid using the Off Lease Website, acting pursuant to an invitation to submit Purchase Bids published on the Off Lease Website by the Organizer;

Buyer – shall mean a Participant or a third party appointed by the Participant who has concluded the Sales Agreement;

Civil Code – Act of 23 April 1964 - Civil Code (Journal of Laws of 2020, item 1740);

Off Lease Website – shall mean a website available at: www.poleasingowa.pl, used by the Organizer to publish invitations to submit Purchase Bids and enabling the Participants to submit Purchase Bids;

Item – shall mean a fixed asset, including a vehicle, a machine or a piece of equipment presented on the Off Lease Website;

Purchase Bid – with the exception of a bid submitted in response to an invitation to submit Purchase Bids having the “expected” status, as well as with the exception of the Purchase Bid referred to in §7(3) of these Regulations, it shall mean a Bidder’s bid to purchase the Item, in the meaning of Article 66 of the Civil Code, identifying the maximum net price for which the Bidder declares its intention to purchase the Item, and being binding from the moment of its submission. A Purchase Bid submitted in response to an invitation to submit Purchase Bids and having the “expected” status shall become binding upon the Bidder receiving a notification about the status of the invitation being changed from “expected” to “for sale”;

Commission - a fee due to the Organizer for organizing and conducting the sales of the Item, charged to the Bidder whose Purchase Bid turns out to be the highest. The amount of the Commission shall be determined by the Organizer in the invitation to submit Purchase Bids, and its final amount shall be calculated based on the gross price for which the Bidder declares its intention to purchase the Item. Commission shall be expressed percentage-wise;

Estimated Value of the Item – shall mean the estimated value of the Item, as presented, for information purposes, in the invitation to submit Purchase Bids;

Business Day – shall mean any day (other than a Saturday, a Sunday or a holiday) on which the Organizer is open for business between 9 am and 5 pm;

Sales Agreement - shall mean a contract concerned with the sale of the Item;

Extension of the Purchase Bid Submission Deadline – shall mean a period of time by which the deadline for the submission of Purchase Bids is extended if the Purchase Bid identifying the highest price for the Item, or a modification of previously submitted Purchase Bid and its replacement with a Purchase Bid identifying the highest price for the Item, is submitted within the period of time specified in the invitation to submit Purchase Bids, before the expiry of the Purchase Bid submission deadline (i.e. within a period of time being the equivalent of the Extension of the Purchase Bid Submission Deadline). In such a case, the deadline for the submission of Purchase Bids shall be extended by the period of time specified by the Organizer in the invitation to submit Purchase Bids, calculated from the submission of the Purchase Bid identifying the highest price for the Item or from the modification of the previously submitted Purchase Bid and its replacement with one identifying the highest price for the Item. That period of time shall be automatically extended and specified in the invitation to submit Purchase Bid, under the “Purchase Bid Submission Deadline” section. The procedure specified in the preceding sentences shall apply accordingly to each subsequent Purchase Bid containing the highest price for the Item or to each modification of a previously submitted Purchase Bid and its replacement with a Purchase Bid containing the highest price for the Item, submitted within the Extended Purchase Bid Submission Deadline.

§3 [Registration on the Website]

1. The ability to submit Purchase Bids shall be conditioned upon the Participant’s registration at the Off Lease Website, consisting in filling out the registration form and accepting the wording of these Regulations. Using the registration form, the Participant should provide the personal data of a natural person authorized to make binding declarations of will and acting for and on behalf of the Participant.
2. Upon registration, the Participant shall be able to access the Off Lease Website by entering the correct login and password.
3. The Participant may also log in to the Off Lease Website using one of its other online accounts (Facebook, Google+).
4. The Organizer shall provide access to the Off Lease Website using a secure connection that relies on TLS v1.0 256-bit AES encryption (2048-bit RSA/SHA).

5. The Off Lease Website may be used provided that the Participant's ICT system meets the following minimum technical requirements:
 - a. browsers supported (with javascript enabled): Opera (version 12.15 or later), Firefox (version 15 or later), Chrome (version 20 or later), Safari (version 5.0 or later), Internet Explorer (version 9.0 or later);
 - b. Adobe Acrobat Reader support – the latest version may be downloaded from: <http://get.adobe.com/reader>;
 - c. the website is optimized for the resolution of 1024-px.
6. The Participant hereby declares and undertakes that their activities performed using the Off Lease Website shall comply with these Regulations, applicable laws and good practices, and that they shall not violate any rights and interests of the Organizer and the rights of other Participants.
7. The Participant may only register one account using the Off Lease Website. The Participant may add, to their Off Lease Website account, more than one e-mail address required for contact purposes. The Participant is allowed to use only their own Off Lease Website account. It is forbidden to use the accounts of other Participants and to make one's own account available to third parties. The Participant shall be obliged to keep the password confidential and not to disclose it to other persons.
8. Should it be determined that the Participant is using the Off Lease Website in a manner that is inconsistent with these Regulations, the Organizer may immediately block the Participant's Off Lease Website account temporarily (for at least 6 months) or permanently, may cancel the previously submitted Purchase Bids or may delete the Participant's Off Lease Website account. The Organizer shall also have the right to take any actions necessary to have the damage incurred in connection with the above remedied. This applies, in particular, to the submission, by the Bidder, of Purchase Bids for which there is no coverage, to the Bidder's failure to observe deadlines for making payments for the Item, to situations in which the required documents are not submitted in due time, as well as to the creation of the Participant's fictitious Off Lease Website accounts.
9. The Participant shall be solely liable for the activities performed via the Off Lease Website upon entering a valid login and password. Setting changes concerning notifications about new Items available at the Off Lease Website and concerning the categories of Items that the Participant shall be notified about may be made only by the Participant using their Off Lease Website account.
10. The Participant shall also be solely liable for any acts or omissions of persons being their employees, associates or representatives and using the access passwords or logins assigned to the Participant.
11. The Participant shall be obliged to update the address and contact details stored on the Off Lease Website immediately after each change of such data. The Participant shall be solely liable for any failures to comply with this obligation.
12. The Organizer reserves the right to verify the Participant's details at any time. Incorrect or incomplete details, or unsuccessful verification thereof shall authorize the Organizer to block, temporarily or permanently, the Participant's account, to cancel previously submitted Purchase Bids, and to delete the Participant's Off Lease Website account.

§4 [Item identified in the invitation to submit Purchase Bids]

1. The Organizer may indicate, in the invitation to submit Purchase Bids, the location of the Item and the contact details of the party storing the Item. Prior to submitting the Purchase Bid, the Participant shall be obliged to contact the party storing the Item in order to determine the date for inspecting or testing of the Item and shall be obliged to inspect the Item by performing a thorough verification of the technical condition, completeness, as well as technical and maintenance documentation of the Item. The party storing the Item may condition the Participant's ability to test the Item on the submission of a statement in which the Participant assumes liability for any potential damage resulting from testing the Item in an improper manner, with an illustrative template of such a statement constituting

Appendix 1 to these Regulations. If the location of the Item is not indicated in the invitation to submit Purchase Bids and no contact details of the party storing the Item are indicated, the Participant shall contact the Organizer directly through the "Ask a question" form available on the website containing the invitation to submit Purchase Bids for a specific Item, in order to obtain information concerning the location of the Item and contact details of the party storing the Item.

2. Failure of the Participant to personally acquaint themselves with the technical condition, completeness, as well as technical and maintenance documentation of the Item, as well as inability to turn the Item on must not serve as a basis for any claims of the Participant against the Organizer or the SF Partner, respectively, or as a basis for withdrawing from the Sales Agreement concluded with the Organizer, or for requesting a reduction in the price of the Item.
3. Subject to §7(3), the submission of the Purchase Bid shall be tantamount to a confirmation that the Bidder has familiarized themselves with the technical condition, completeness, as well as technical and maintenance documentation of the Item, and that they accept the foregoing.
4. The Organizer or the SF Partner, as the case may be, shall not be liable under warranty or guarantee for any defects of the Item.
5. The Organizer or the SF Partner, as the case may be, shall not cover or participate in the costs incurred by the Participant in connection with their participation in the sale of the Item and, in particular, with traveling to the site at which the Item is inspected, with arranging for transportation or loading of, as well as with transporting and loading the Item.
6. No information, descriptions, photographs, technical data, expert opinions, service records, etc. concerning the Item available on the Off Lease Website shall constitute an offer within the meaning of Article 66 of the Civil Code and shall be purely of an illustrative nature, and the Organizer or the SF Partner, as the case may be, shall not be liable for any conclusions drawn by the Participant based thereon.

§5 [Invitation to submit Purchase Bids]

1. The Organizer shall publish invitations to submit Purchase Bids on the Off Lease Website. The Organizer may send invitations to submit Purchase Bids to a closed group of addresses preselected by the Organizer.
2. The invitation to submit Purchase Bids may have the "expected" status.
3. The invitation to submit Purchase Bids may specify the following:
 - a. Purchase Bid submission deadline, provided that Purchase Bid submission deadline may be changed by the Organizer. It may also be automatically extended by the Extension of the Purchase Bid Submission Deadline, and after the expiry of the Purchase Bid Submission Deadline, a new deadline may be set by the Organizer; if the deadline for submitting Purchase Bids is shortened, the Bidder shall immediately receive a notification thereof, via an automatic e-mail message sent to the address specified in the Participant's Off Lease Website account;
 - b. the period of time over which the Bidder shall remain bound by the Purchase Bid;
 - c. description of the Item, with the reservation that it may describe the Item's technical condition or completeness status prevalent at a time that differs from the date of publishing the invitation to submit Purchase Bids;
 - d. estimated value of the Item;
 - e. the Commission, if any;
 - f. expert's opinion concerning the Item, with the reservation that it may describe the Item's technical condition or completeness status prevalent at a time that differs from the date of publishing the invitation to submit Purchase Bids;
 - g. the location at which the Item is stored, and if the Item is in the Organizer's warehouse, a relevant remark and the address of the warehouse;

- h. photographs of the Item, with the reservation that they may show the Item's technical condition or completeness status prevalent at a time that differs from the date of publishing the invitation to submit Purchase Bids.
4. The Organizer reserves the right to withdraw the invitation to submit Purchase Bids regardless of the status of a specific invitation and without stating any reasons.

§6 [Observing invitations to submit Purchase Bids]

1. In order to observe invitation to submit Purchase Bids and the Purchase Bids submitted, the Participant must be logged on to the Off Lease Website.
2. A Participant observing invitations to submit Purchase Bids and the Purchase Bids submitted shall receive, subject to § 7(8) of the Regulations, notifications about changes in the status of the invitations to submit Purchase Bids, via automatic e-mail messages sent to the address specified in the Participant's Off Lease Website account.
3. A Participant observing invitations to submit Purchase Bids and the Purchase Bids submitted may submit a Purchase Bid for an Item at any time, in accordance with § 7 of the Regulations.

§7 [Purchase Bid]

1. The submission of a Purchase Bid by the Participant shall require the Participant to log on to the Off Lease Website. The Purchase Bid is submitted using the form available on the Off Lease Website.
2. Subject to § 7(3) to (4) of the Regulations, the Bidder shall be bound by each Purchase Bid submitted from the date of submission of the Purchase Bid and over the period of time specified in the invitation to submit Purchase Bids, provided that in the case of a modification of the Purchase Bid submitted by the Bidder, the Purchase Bid in the modified form shall prevail. The Bidder must not submit more than one Purchase Bid for a given Item. The Bidder is allowed, however, to modify the Purchase Bid submitted. If the Purchase Bid is decreased or withdrawn, the Bidder shall be asked to justify its decision using an appropriate form. If the invitation to submit Purchase Bids fails to specify the period of time over which the Bidder shall remain bound by the Purchase Bid, such a period of time shall be deemed to last 30 days from the date of submission of the Purchase Bid.
3. The Organizer may conditionally release the Bidder from being bound by the Purchase Bid submitted if the Bidder notifies the Organizer, before submitting the Purchase Bid, of its inability to inspect the Item before submitting the Purchase Bid. The Bidder shall notify the Organizer of this situation using the contact form available on the Off Lease Website. The Organizer's statement on conditional release of the Bidder from being bound by the Purchase Bid submitted shall be sent by e-mail to the address specified in the Participant's Off Lease Website account.
4. The Purchase Bid submitted in response to the invitation to submit Purchase Bids with the "expected" status shall be binding upon the Bidder in accordance with the conditions specified in §7(10)(a).
5. The Purchase Bid should be submitted within the time limit specified by the Organizer in the invitation to submit Purchase Bids.
6. The price for the Item specified in the Purchase Bid is a net price excluding VAT. The price for the Item specified in the Purchase Bid may be denominated in one of the following currencies: PLN (PLN) or EUR (EUR), whichever is specified in the invitation to submit Purchase Bids. In the case of invitations to submit Purchase Bids concerning Items owned by the Organizer, if the Buyer wishes to pay the price of the Item using one of the currencies referred to in the preceding sentence (PLN or EUR, respectively), with the said currency being different than the one specified in the invitation to submit Purchase Bids, the final sale price of the Item shall be the price specified in the Purchase Bid, converted based on the current average exchange rate of the National Bank of Poland in effect on the last day

of the period of time for submitting Purchase Bids, or based on another exchange rate agreed upon individually between the Organizer and the Buyer. In the case of invitations to submit Purchase Bids concerning Items owned by the SF Partner, the consent of the SF Partner to change the currency in which the payment of the price for the Item will be made shall be required on each occasion.

7. The Organizer may specify, on the Off Lease Website, the Purchase Bids with the prices offered, and the date of submission of each Purchase Bid, but shall encrypt of the Bidder's login by disclosing its first and last character only.
8. The Bidder who submitted the Purchase Bid with the highest price for the Item shall be informed, by means of an automatic e-mail message, that a Purchase Bid specifying an Item price that is higher than the price proposed by that Bidder has been received.
9. After the expiry of the Purchase Bid submission deadline, the Organizer – in relation to Items owned by the Organizer - or the SF Partner via the Organizer – in relation to Items owned by the SF Partner, may: select the Purchase Bid submitted by a given Bidder, extend the deadline for submitting Purchase Bids, once again invite to submit Purchase Bids for the Item or delete the Item from the Off Lease Website.
10. The invitation to submit Purchase Bids may receive the following statuses:
 - a. **"expected"** – meaning that the status of the invitation to submit Purchase Bids should be soon changed to "for sale". A Purchase Bid submitted in response to an invitation with the "expected" status shall become binding upon receipt, by the Bidder, of the notification on the change of the status of a given invitation from "expected" to "for sale".
 - b. **"for sale"** – meaning that the Organizer or the SF Partner, as the case may be, is awaiting Purchase Bids.
 - c. **"pending decision"** – meaning that the deadline for the submission of Purchase Bids has expired and the Owner of the Item has commenced the phase of analyzing the Purchase Bids submitted.
 - d. **"awaiting payment"** – meaning that the Organizer has sent, to the Bidder who has submitted a given Purchase Bid, information required under § 8(1) and awaits the transaction to be closed.
 - e. **"sold"** – meaning that the Sales Agreement has been concluded and the Organizer or the SF Partner, as the case may be, has received the price for the Item.
11. If the status of the invitation to submit Purchase Bids is changed, the Organizer shall inform the Bidder who submitted the Purchase Bid in response to a given invitation to submit Purchase Bids by sending an automatic e-mail to the address specified in the Participant's Off Lease Website account.

§8 [Conclusion of the Sales Agreement]

1. If, after the expiry of the deadline for submitting Purchase Bids, the Organizer or the SF Partner, as the case may be, is interested in holding talks with a given Bidder in order to close the transaction and conclude the Sales Agreement, the Organizer shall inform the Bidder on its own behalf or on behalf of the SF Partner about such an intention by sending an e-mail to the address specified in the Participant's Off Lease Website account. The fact of sending the aforementioned message shall not be tantamount to accepting of the Purchase Bid.
2. The Organizer or the SF Partner, as the case may be, shall not be obliged to communicate the criteria for selecting the Bidder with whom they wish to continue talks in order to close the transaction and conclude the Sales Agreement concerning the Item.
3. The Bidder who has received the e-mail message referred to in § 8(1) of the Regulations shall be obliged to contact the Organizer within 1 Business Day from the date of such information being sent to them, by filling out an appropriate form on the Off Lease Website in order to conclude the Sales Agreement, and by providing the Organizer with details for issuing the invoice, along with the Bidder's registration documents (excerpt from CEIDG or KRS register, current NIP (Tax Identification Number) and REGON (Statistical Number) or

their equivalents in the case of entities registered abroad, as well as with other documents and information required to conclude the Sales Agreement, as specified in the e-mail referred to in § 8(1) of the Regulations, under reserve of § 8(17). Copies of the documents referred to above shall be uploaded by the Bidder to the Off Lease Website via the Participant's Off Lease Website panel.

4. If the Bidder has submitted a Purchase Bid on its own behalf, but the Sales Agreement would need to be concluded by an entity other than the Bidder, such information, along with all data pertaining to that entity, shall be provided in accordance with the rules set out in § 8(3) of the Regulations. Together with the information specified above, the Bidder shall indicate whether it will represent a third party in the process of concluding the Sales Agreement, concluding and performing the Sales Agreement, or whether the Organizer should perform this process directly with a third party. If the Bidder represents a third party in the process aiming at concluding the Sales Agreement, concluding and performing the Sales Agreement, further provisions of the Regulations in this regard shall apply accordingly to the Bidder. If the Organizer performs this process directly with a third party, further provisions of the Regulations in this regard shall not apply to the Bidder. Regardless of the situation, the Bidder undertakes, pursuant to Article 391 of the Civil Code, to ensure that the process aiming to conclude the Sales Agreement as well as to conclude and perform the Sales Agreement takes place in accordance with the rules set out in the Regulations and on the terms and conditions set out in the Purchase Bid. The Bidder shall be liable for any losses the Organizer or the SF Partner may incur due to the fact that the third party specified by the Bidder fails to meet such obligations.
5. Following a positive verification of data submitted by the Bidder in accordance with § 8(3) of the Regulations for their compliance with the legal requirements and internal regulations of the Organizer, the Organizer shall provide the Bidder, by e-mail, with information on the manner in which the Sales Agreement concerning the Item is to be concluded.
6. The Sales Agreement shall be deemed concluded upon it being signed, last, by the persons authorized to act on behalf of or for the benefit of the Owner of the Item, in accordance with the principles set out in this paragraph. The conclusion and supplementation of or amendment to the Sales Agreement, otherwise being null and void, requires (i) the parties to affix an electronic signature to the document specifying the declarations of will of the parties, made available by the Organizer to the Bidder via a website chosen by the Organizer, or (ii) the parties to submit their declarations of will in writing, or (iii) that the legal transaction in question be performed in a form that differs from those specified above but is, however, compliant, under mandatory provisions of law, with the requirements safeguarding its validity. The effectiveness of the conclusion and supplementation of or amendment to the Sales Agreement shall also be ensured if the signature of a given party is affixed in a form other than the one used by the other party to affix its respective signature, under reserve that those forms comply with the signature forms envisaged under this section and subject to mandatory provisions of law.
7. The Bidder shall be obliged, within 3 Business Days from the date of receipt of the information referred to in § 8(5) of the Regulations, to (i) deliver, to the Organizer, the signed Sales Agreement (if the Bidder submits their declaration of will to conclude the Sales Agreement in writing) or (ii) sign the Sales Agreement using an electronic signature (if the Sales Agreement is concluded via an online service referred to in § 8(6) of the Regulations).
8. The price of the Item, as specified in the Sales Agreement, shall be paid to the bank account of the Organizer or SF the Partner, as the case may be, as specified in the Sales Agreement, within the time limit specified in the Sales Agreement.
9. The commission specified in the Sales Agreement shall be paid to the bank account of the Organizer, as indicated in the Sales Agreement, within the time limit specified in the Sales Agreement. The obligation to pay the Commission shall also apply if the Sales Agreement is not concluded for reasons attributable to the Bidder or the third party indicated by the Bidder. In such a case, the Commission shall be paid to the bank account indicated by the Organizer in a separate notice.

10. Pending the conclusion of the Sales Agreement and payment of the entire price for the Item and the Commission, the Item shall remain the property of the Owner of the Item, unless the Sales Agreement provides otherwise.
11. Placement of the signature of the Owner of the Item on the Sales Agreement shall mark the moment from which the parties shall be bound by the terms and conditions pertaining to the sale of the Item. No prior information provided or documents sent to the Participant by the Organizer or the SF Partner shall constitute acceptance of the Purchase Bid or the assumption of a binding obligation by the Organizer or the SF Partner.
12. The Organizer or the SF Partner, as the case may be, shall provide the Buyer with a VAT invoice related to the Item, after conclusion of the Sales Agreement, in accordance with its provisions, and after the Organizer's or the SF Partner's bank account being credited with the price of the Item, unless the Sales Agreement provides otherwise. The Organizer shall issue, to the Buyer, a VAT invoice for the Commission after the conclusion of the Sales Agreement, in accordance with its provisions, and after the Organizer's bank account being credited with the Commission, unless the Sales Agreement provides otherwise. The Buyer agrees to receive electronic invoices, meaning that invoices and adjustments invoices related to the Sales Agreement may be issued and submitted in electronic form, to the e-mail address indicated in the Participant's Off Lease Website account.
13. The entity paying the price for the Item and the Commission must be the same as the entity whose data is specified in the Sales Agreement, in the VAT invoice documenting the sale and in the VAT invoice for the Commission, and its data must be confirmed by producing the registration documents specified in § 8(3) of the Regulations.
14. The Item shall be handed over to the Buyer after the conclusion of the Sales Agreement, within the time limit indicated therein, however not earlier than after the bank account of the Organizer or the SF Partner is credited with the payment of the price for the Item, in accordance with the Sales Agreement, after the Organizer's bank account is credited with the payment of the Commission after the performance, by the Buyer, of one of the activities referred to in § 8(7) of the Regulations. With the consent of the Organizer and the SF Partner, payment of the price for an Item owned by the SF Partner may be made to the Organizer's bank account, with the Buyer being informed thereof in advance and so being expressly noted in the Sales Agreement.
15. Should the Buyer fail to collect the Item within the time limit specified in the Sales Agreement, the Organizer reserves the right to impose an additional storage fee or charge the Buyer with the costs incurred by the Organizer or the SF Partner, as applicable, in connection with the delay in collecting the Item, in accordance with the applicable provisions of the Sales Agreement. The risk of loss of or damage to the Item shall rest with the Buyer from the date indicated in the Sales Agreement.
16. The Item may be collected by the Buyer or a person authorized thereby. A template of the authorization to collect the Item is available to the Buyer on the Off Lease Website, and in special cases it shall be sent to the Buyer, to the e-mail address indicated in the Participant's Off Lease Website account. In order to generate the authorization template, the Buyer shall enter the following data of the recipient into the form available in the system ("Details required to collect the Item"): first and last name, series and number of an identity document, nationality, PESEL number or date of birth in the absence of the PESEL number, country of birth and planned date of collection of the Item (in the case of a natural person) or name (company), organizational form, address of registered office or business address, NIP (and in the absence of such a number - country of registration, commercial register, as well as number and date of registration) and the planned date of collection of the Item (in the case of a legal person or an organizational unit without legal personality). The Buyer undertakes to additionally confirm the authorization granted by means of a website selected by the Organizer or to deliver, at the Organizer's request, the original authorization to the address indicated by the Organizer no later than before the date on which the Item is to be collected. Should any doubts exist as to the documents or data referred to in this clause, the Organizer reserves the right to the Buyer to provide additional data or

information regarding the person authorized to collect the Item, under pain of refusing to release the Item.

17. Should the Bidder or the Buyer fail to comply with any of the obligations set out in § 8 of the Regulations, the Organizer may cease to undertake further activities aimed at closing the transaction, select a Purchase Bid submitted by another Bidder, once again extend an invitation to submit Purchase Bids, cancel the Purchase Bid submitted by the Bidder or delete the Item from the Off Lease Website. The Organizer reserves also the right to block the Bidder's account temporarily (for at least 6 months) or permanently or not to take into account the Bidder's Purchase Bids submitted in the future.
18. The Organizer or the SF Partner, as the case may be, reserves the right to resign from the conclusion of the Sales Agreement and to withdraw from the Sales Agreement if, for reasons beyond the control of the Organizer or the SF Partner, the handover of the Item becomes impossible or is significantly hindered, or due to the Participant's failure to perform or its improper performance of the obligations under these Regulations or the Sales Agreement within 30 days from the date of becoming aware of such a reason.
19. Upon each request of the Organizer, the Participant undertakes to supplement the details of the beneficial owner available on the Off Lease Website, including by submitting relevant declarations or by providing the Organizer with documents needed to fulfill the obligations imposed on the Organizer by the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (Journal of Laws of 2020, item 971, as amended), and, in particular, by providing registration documents related to the business activity conducted (including entry in the CEIDG or KRS registers, NIP and REGON numbers) and documents identifying persons representing the Participant (including first and last name, PESEL number or date of birth - if no PESEL number is available, country of birth) or persons authorized to act on behalf of the Participant (including first and last name, nationality, PESEL number or date of birth - if no PESEL number is available, country of birth, series and number of the identity document). The Participant undertakes to immediately notify the Organizer of any changes to the beneficial owner or to the nature of the business activity pursued, and to provide relevant information and documents in this regard.
20. The process aimed at concluding the Sales Agreement after sending the message referred to in § 8(1) is, in principle, continued via the Organizer. The above applies, in particular, to any further contacts with the Bidder and to the drawing up and making the sales documentation available on the Off Lease Website. In the case of other arrangements between the Organizer and the SF Partner in this regard, the Bidder shall be informed thereof in the message referred to in the previous sentence.
21. If the SF Partner oversees the process aiming to concluding the Sales Agreement themselves, the Bidder shall be obliged to inform the Organizer on the status of a given transaction at the request of the Organizer.

§9 [Complaints]

1. Complaints concerning the operation of the Off Lease Website should be submitted in writing to the following address: Siemens Finance Sp. z o.o. Asset Management Department Manager, ul. Żupnicza 11, 03-821 Warsaw, or via the contact form available on the Off Lease Website, under the tab with the invitation to submit Purchase Bids for a specific Item.
2. The complaint should specify the following: name of the Participant, login, as well as a precise description of and the reason behind the complaint.
3. The Organizer shall review the complaint within 14 Business Days of its receipt and shall immediately inform the Participant, by e-mail, of the outcome of the review procedure.
4. If the data or information provided in the complaint needs to be supplemented, the Organizer shall request the complainant to supplement the complaint before reviewing it. The period of time required to provide such additional explanations extends the complaint review period, but in no case by more than 14 Business Days from the date on which the Organizer receives the supplemented data or information.

§10 [Personal Data Protection]

1. It is the Organizer who acts in the capacity of the controller of the personal data of Participants who are natural persons, and of persons authorized to represent the Participants / contact persons. Provision of personal data is voluntary, albeit necessary for the purpose of registering an Off Lease Website account.
2. The Organizer may process personal data in order to:
 - a) register an Off Lease Website account and for the purpose of providing services via that website, pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"),
 - b) process the bids submitted and executing purchase transactions, pursuant to Article 6(1)(b) GDPR,
 - c) market its own products and services, pursuant to Article 6(1)(a) GDPR,
 - d) fulfill its legal obligations pursuant to Article 6(1)(c) GDPR, in particular in order to fulfill obligations arising from tax, accounting, customs and export control regulations, as well as from provisions on counteracting money laundering and terrorist financing,
 - e) perform analytical and monitoring activities using the Off Lease Website, in accordance with the legitimate interest of the Organizer or third parties (Article 6(1)(f) GDPR), where such legitimate interest consists in conducting surveys and gathering statistical data,
 - f) contact the Participants and provide them with information, pursuant to the legitimate interest of the Organizer acting in the capacity of a data controller, or of third parties (Article 6(1)(f) GDPR), where such legitimate interest consists in serving customers and answering questions asked,
 - g) determine, pursue or defend claims on the basis of the legitimate interest of the Organizer, acting in the capacity of a data controller, or of third parties (Article 6(1)(f) GDPR), where the legitimate interest consists in determining, pursuing or defending claims.
3. The Organizer shall transfer personal data to entities processing them to the order of the Organizer, in particular entities providing IT services and online document signature services, but only for the purpose and to the extent necessary to achieve the objectives referred to in §10(2).
4. Personal data will not be transferred to a third country or an international organization.
5. Personal data shall be processed by the Organizer for the period of limitation of any claims or expiry of the obligation to archive data resulting from the provisions of applicable law. Where the consent for the processing of data for marketing purposes has been granted, the data will be processed until the consent is withdrawn.
6. Any data subject shall have the right to access their data, rectify, erase, transfer and limit the processing of their data, object to their processing and the right to withdraw the processing consent granted. Withdrawal of the consent shall not affect the lawfulness of personal data processing conducted based on the consent granted prior to its withdrawal. Any data subject shall also have the right to lodge a complaint with the President of the Personal Data Protection Office.
7. While processing the lease/loan application, the Organizer may rely on the so-called automated decision-making procedures (Article 22 GDPR) in the form of automatic verification of the applicant's creditworthiness. Automated decision-making is necessary to conclude the agreement with the Organizer. Should any objections to the Organizer's decision made in the aforementioned manner be raised, the party raising such objections shall have the right to question the decision i.e. to request that it be verified by a person authorized by the Organizer.

8. Detailed provisions concerning the protection of the Participant's personal data may be found on the Off Lease Website, in the section dedicated to the Privacy Policy and the Cookie Policy.
9. The Off Lease Website uses plug-ins that enable it users to log in to the Off Lease Website via their Facebook and Google+ accounts. In order to log in using those accounts, the e-mail address or other data used by the Participant to log in to those accounts must be made available to the Organizer. When logging in using the aforementioned plug-ins, a connection with the servers of a portal needs to be established. The Participant's use of tools blocking the establishment of such a connection may prevent correct logging in to the Off Lease Website in the manner described above.

§11 [Organizer's liability]

The Organizer shall not be liable for the performance or non-performance by the SF Partner of its obligations resulting from the Participant's conclusion of the Sales Agreement with the SF Partner,

and in particular for:

- a. quality, safety and availability of Items belonging to the SF Partner,
- b. reliability, accuracy and veracity of descriptions of Items belonging to the SF Partner,
- c. marketability of Items belonging to the SF Partner,
- d. failure of the SF Partner to conclude the Sales Agreement, regardless of the reasons behind such a failure.

§12 [Final Provisions]

1. The Participant may cease to use the Off Lease Website by submitting a written declaration and sending it to the following address: Dział Zarządzania Aktywami, Siemens Finance Sp. z o.o., ul. Żupnicza 11, 03-821 Warszawa. The use of the Off Lease Website shall cease upon receipt, by the Organizer, of the Participant's resignation, unless the Participant has submitted a Purchase Bid, in which case the resignation shall be effective upon the expiry of the period of time over which the Bidder is bound by the Purchase Bid, under reserve that the Organizer has not received the e-mail message referred to in § 8(1) of the Regulations. The Participant may also cease to use the Off Lease Website by their account, via the Participant's panel on the Off Lease Website.
2. Subject to § 12(3) of the Regulations, the Organizer may cease to provide services via the Off Lease Website at any time and for any reason whatsoever. The discontinuation of the provision of services via the Off Lease Website shall be effective at the end of the calendar month following the month in which the Organizer notified the Participants thereof by sending an e-mail to the addresses specified in the Participants' Off Lease Website accounts.
3. Until the conclusion of the Sales Agreement in accordance with § 8(6) of the Regulations, the Organizer shall have the right, on its own behalf or on behalf of or for the benefit of the SF Partner, to amend or withdraw the invitation to submit Purchase Bids or to inform about discontinuing talks aiming to close the transaction and conclude the Sales Agreement, as referred to in § 8(1) of the Regulations, at any time, without giving reasons behind his decisions.
4. The Organizer shall be liable for improper operation of the Off Lease Website attributable to willful misconduct. The Organizer shall not be liable for any disruptions in the operation of the Off Lease Website resulting from technical reasons, as well as for erroneous or accidental interruption, suspension or early termination of the sale, as well as for the fact that the Participant has not received an automatic e-mail notification sent by the Off Lease Website, due to reasons beyond the control of the Organizer.
5. The Organizer reserves that the Off Lease Website is the subject of the Organizer's exclusive rights.
6. These Regulations shall be governed by the provisions of Polish law.

7. Any disputes related to the performance, non-performance or improper performance of the Regulations and the operation of the Off Lease Website shall be resolved by: a) in the case of a dispute arising between the Organizer and the Participant who is a natural person conducting business activity - a competent common court, or b) in the case of a dispute arising between the Organizer and the Participant not referred to in item a) – a court having jurisdiction over the registered office of the Organizer.
8. The Regulations have been drawn up in Polish and English. In the event of any discrepancies between the different language versions of the Regulations, the Polish version shall prevail.
9. The Regulations shall enter into effect on 1 January 2021. The Organizer reserves the right to amend the provisions of these Regulations at any time, subject to item 10, with such amendments not applying to any Purchase Bids submitted prior to their introduction.
10. These Regulations may be amended for material reasons, dictated by technical requirements, amendments to generally applicable provisions of law and amendments to the principles based on which services are rendered via the Off Lease Website.
11. The Organizer shall publish information on the amendment of the Regulations directly on the Off Lease Website or directly on the Participant's Off Lease Website account panel. The wording of the amended Regulations shall be delivered by publishing their consolidated text on the Off Lease Website.

Amendments to these Regulations shall enter into force on the date specified by the Organizer, which shall not occur earlier than 7 days from the wording of the amended Regulations being made available.

Appendix 1

Representation

I hereby represent that I assume full responsibility related to the damage caused by me as a result of improper testing of the following pieces of equipment, item number, and undertake to compensate for any such damage without delay.

I also acknowledge that (the party in possession of the item) is not responsible for starting the piece of equipment if its battery is old or discharged.