

The Regulations of TZMO S.A. Purchasing Platform
for Users with registered office outside the territory of Republic of Poland

1. Definitions:

Terms used in the Regulations shall mean the following:

TZMO S.A. – Toruńskie Zakłady Materiałów Opatrunkowych S.A., having its registered office at ul. Żółkiewskiego 20/26, 87-100 Toruń, Poland, registered in the Register of Companies of State Court Register, Regional court of Toruń, VII Commercial Department of State Court Register, under the no KRS 0000011286, VAT EU: PL-8790166790, having its fully paid in base capital of 2.640.000,00 PLN,

Company of TZMO S.A. Capital Group – company, whose all or part of shares belong to TZMO S.A.

TZMO S.A. Purchasing Platform – Internet services of closed type, conducted by the Operator on behalf of TZMO S.A., in which auctions are held, offer inquiries are sent, trade offers are submitted and services connected with trade are provided.

Operator - Logintrade Sp. z o.o., having its registered Office in Wrocław, 54-620 Wrocław, ul. Drohobycka 27/8, registered in the Register of Companies of State Court Register Regional court of Wrocław-Fabryczna Commercial Department of State Court Register, under the no KRS 0000311496, NIP 8942953589, REGON 020811830. Operator has concluded confidentiality agreement with TZMO S.A. and does not possess access to commercial information that are subject to proceedings at TZMO S.A. Purchasing Platform.

Auction – proceedings in which Suppliers submit following more competitive offers concerning purchasing or sale of goods or provision of services that undergo automatic classification according to price or different factors defined by Buyer at TZMO S.A. Purchasing Platform.

Request for Quotation (RFQ), Request for Information (RFI) – request to Supplier to submit an offer of purchase or sale of goods or provision of services according to requirements defined by Buyer.

User – entity or person, who accepted the Regulations and is registered in database of TZMO S.A. Suppliers, for whom the account was created and who gained the access to services provided in frames of TZMO S.A. Purchasing Platform.

Buyer – employee of TZMO S.A., who sends RFQs and RFIs, collects offers and organizes Auction.

Participant of auction – User acting as Supplier.

Supplier – User, to whom RFQ is directed or who places Offer in reply to RFQ or who places Offer in Auction.

Observer – employee of TZMO S.A or Company of Capital Group TZMO S.A., who uses TZMO S.A. Purchasing Platform and does not participate actively in Auction, but observes it only.

Account – account held for User under unique name (login) and secured with password, it is collection of resources, where the data and information about its activity at TZMO S.A. Purchasing Platform shall be stored.

Commercial offer – statement concerning the will of concluding agreement made by Supplier in response to RFQ or RFI at TZMO S.A. Purchasing Platform.

Offer in auction – statement concerning the will of concluding agreement made by Supplier during Auction at TZMO S.A. Purchasing Platform.

Offer – Commercial offer or Offer in auction.

Regulations – the Regulations stipulating the rules of using TZMO S.A. Purchasing Platform.

2. The rules of using TZMO S.A. Purchasing Platform:

1. Placing offers in Auctions or placing offers in reply to RFI using TZMO S.A. Purchasing Platform shall be only possible for Users.
2. Only entrepreneur who accepts the Regulations and undergo registration at TZMO S.A. Purchasing Platform can be User.
3. Registration of User at TZMO S.A. Purchasing Platform is free of charge.
4. Receipt of RFQ and RFIs from Buyers and reviewing the announcements at TZMO S.A. Purchasing Platform is free of charge.
5. Placing Offers in Auctions or placing Offers in reply to RFQ or RFI is free of charge.
6. The subject of RFQ or RFI, Auctions or Offer can be only goods or services that sale or provision is not contradictory with law.
7. All activities disturbing or hindering activity or destabilization of TZMO S.A. Purchasing Platform are forbidden.
8. Obtaining pieces of advice or explanations from Operator concerning the functioning of TZMO S.A. Purchasing Platform and also participation in on-line trainings and test auctions are free of charge.
9. TZMO S.A. is organizer of Auction and RFQ or RFI. TZMO S.A. may organize Auction and RFQ or RFI for itself or for companies of Capital Group TZMO S.A.

3. Auctions:

1. Buyer stipulate Auctions Conditions that constitute main requirements concerning Offer and conditions of cooperation in case of choosing Offer. Conditions of Auctions may stipulate in particular:
 - i. subject of Auction and requirements concerning sale conditions of goods or provision of services,
 - ii. conditions of participations in Auctions,
 - iii. opening and closing date of Auctions,
 - iv. Offer expiry date,
 - v. Offer evaluation criteria,
 - vi. minimum price change,
 - vii. particular conditions of Auction,

- viii. entity (TZMO S.A. or companies of Capital Group TZMO S.A.) that shall conclude Agreement with Supplier in case of accepting Offer or invitation to concluding the Agreement.
2. Placing Offer in Auction constitute Supplier's statement of will of concluding agreement with entity stipulated in point 1 viii, based on conditions stipulated in Offer, Auction Conditions and the Regulations.
3. Offers shall be consistent with requirements stipulated in Auctions Conditions by Buyer and submitted before deadline stipulated by Buyer in Auctions Conditions. Offer prices shall be given net (without VAT).
4. Supplier can neither change nor revoke Offer.
5. Supplier is bound by Offer until submission of better Offer or expiry of the bid stipulated by Buyer in Auction Conditions.
6. Supplier is obliged, upon request of Buyer, to provide immediately all explanations concerning placed Offer.
7. In the course of Auction the bid price or the bid score submitted by Supplier and the bid price or the bid score submitted of best Offer are presented.
8. TZMO S.A. reserves the right not to disclose the names and number of Suppliers participating in Auction.
9. Submitting the best Offer does not entitle Supplier to any claims, in particular claims to conclude an agreement.
10. Buyer is entitled to change conditions or revoke Auction before its begin and to cancel or withdraw from Auction, fully or partially, also after its closure and not to choose any Offer.

4. Requests for Quotation, Requests for Information (RFQ, RFI):

1. Buyer stipulates in RFQ or RFI basic requirements concerning Offer and cooperation conditions in case of choosing Offer. RFQ or RFI may stipulate in particular:
 - i. subject of RFQ or RFI and requirements concerning sale conditions of goods or provision of services,
 - ii. Offer submitting conditions,
 - iii. Offer submission deadline,
 - iv. Offer expiry date,
 - v. Offer evaluation criteria,
 - vi. entity that (in case of accepting Offer or invitation to concluding the Agreement) shall conclude agreement with Supplier (TZMO S.A. or Capital Group TZMO S.A.).
2. Submitting Offer as response to RFQ or RFI constitutes Supplier's statement of will as stipulated in point 1.vi, concerning concluding of agreement with such entity, based on conditions stipulated in Offer, RFQ or RFI and the Regulations.
3. Offer shall be consistent with the requirements stipulated by Buyer in RFQ or RFI and submitted before Offer deadline that is stipulated by Buyer in RFQ or RFI. Offer prices shall be net prices (without VAT).
4. Supplier may change or revoke Offer only before Offer submission deadline that is stipulated by Buyer in RFQ or RFI.
5. Supplier cannot revoke Offer until Offer expiry date that is stipulated by Buyer in RFQ or RFI and Supplier is bound by this Offer until Offer expiry date.
6. Supplier is obliged at any request of Buyer to provide immediately all explanations concerning submitted Offer.
7. Submitting the best Offer does not entitle Supplier to any claims, in particular to claims for conclusion of agreement.

8. Buyer is entitled to change conditions or revoke RFQ or RFI before commencement of Offer collection or to nullify or withdraw from RFQ or RFI, fully or partially, also after submission deadline or not to choose any of Offers.

5. Conclusion of Agreement:

1. Submitting Offer as response to RFQ or RFI or during Auction constitutes Supplier's statement of will concerning concluding of agreement with TZMO S.A. or companies of TZMO S.A. Capital Group, based on conditions stipulated in Offer, RFQ or RFI or Auction Conditions and the Regulations.
2. Submitting Offer is tantamount with statement of person submitting Offer in the name of Supplier, that such person is empowered to submit Offer in the name of Supplier and submitting Offer and conclusion of valid agreement does not require consent of any other persons. If power of attorney to submit Offer does not result from extract from Registrar of Companies, Supplier at the demand of Buyer shall provide immediately notarized copy of power of attorney or any other document empowering to submitting Offer in the name of Supplier.
3. Submitting Offer is tantamount with granting acceptance for processing of personal data from Offer by TZMO S.A. and companies of Capital Group TZMO S.A. in order to cooperate with Supplier. Each person has access to her/his personal data and is entitled to amend them. Providing personal data is voluntary.
4. Submitting Offer by Supplier does not result in any obligations of TZMO S.A. or companies of TZMO S.A. Capital Group. Neither TZMO S.A. nor companies of TZMO S.A. Capital Group are obliged in particular to accept Offer, conclude agreement with Supplier or reimburse of any cost connected with submitting Offer.
5. TZMO S.A. may choose not to respond to submitted Offers. It concerns in particular offers submitted after Offer submission deadline or in any way non-consistent with requirements stipulated by Buyer or with the Regulations.
6. TZMO S.A. and companies of TZMO S.A Capital Group are free to accept or decline Offer; TZMO S.A. and companies of TZMO S.A. Capital Group may in particular accept the best Offer, accept Offer that is not the best Offer or not accept any Offer.
7. If TZMO S.A. or companies of TZMO S.A. Capital Group before Offer expiry date submit Supplier explicit statement of will concerning concluding of agreement (via TZMO S.A. Purchasing Platform or in any other way), the agreement shall be concluded between Supplier and entity that issued statement of will, in particular it does not require signing any other documents. The agreement shall be concluded at the moment of issuing such statement and does not require any additional statement, in particular does not require signing any documents. Information sent to Supplier, in particular issued automatically by TZMO S.A. Purchasing Platform concerning the choice of Offer or winning of the Auctions does not constitute conclusion of agreement.
8. If TZMO S.A. or companies of TZMO S.A. Capital Group before Offer expiry date invite explicitly Supplier to conclude agreement (via TZMO S.A. Purchasing Platform or in any other way) Parties shall agree detailed stipulations of agreement and conclude written agreement based on the conditions not less advantageous for TZMO S.A./companies of TZMO S.A. Capital Group than resulting from Offer, Auction Conditions or RFQ or RFI or from the Regulations.
9. Supplier is not entitled to appeal from decision of TZMO S.A. or companies of TZMO S.A. Capital Group in respect of accepting or declining Offer.

6. Provisions of Agreement:

1. In case of submitting statement of will concerning concluding of agreement by TZMO S.A. or companies of Capital Group TZMO S.A., stipulated in point 5.6, or invitation to conclude agreement stipulated in point 5.7, concluded agreement encompasses following stipulations (unless otherwise stipulated in Auction Conditions or RFQ or RFI).
2. Supplier is obliged to sell goods or provide services stipulated in Auctions Conditions or RFQ or RFI to entity stipulated in Auction Conditions or RFQ or RFI (TZMO S.A. or company of Capital Group TZMO S.A.), hereinafter referred as Recipient.
3. Supplier is obliged to sell goods or provide services ordered by Recipient within periods stipulated in Auctions Conditions or RFQ or RFI. Supplier is obliged to confirm immediately receipt of order; confirmation of order shall be for informative purposes only; placed order is binding for Supplier even in case of lack of order confirmation. Recipient is entitled, but not obliged to place orders.
4. Supplier is obliged to sell goods or provide services according to law, Offer stipulations, Auction Conditions or RFQ or RFI or the Regulations and with highest diligence.
5. In case of sale of goods, sale shall be executed according Incoterms 2010 stipulated in Auctions Conditions or in RFQ or RFI.
6. In case of sale of goods, Supplier warrants that goods shall be of good quality, non-used, free of defects and shall comply with technical specification approved by Recipient and all requirements in the EU concerning introduction to the market and to usage and all binding requirements concerning quality and safety. For Recipient request, Supplier shall immediately provide copies of all documents confirming compliance with all the EU binding requirements concerning introduction to the market and to usage and all binding requirements concerning quality and safety (decisions, conformity declarations, certificates, etc.).
7. In case of sale of goods, Supplier warrants, that goods, its sale to Recipient, its application in Recipient's products or sale of such goods to third party do not violate any right of third party, in particular, does not infringe any patent or any other industrial or intellectual property infringements.
8. Recipient can file complaints concerning goods or provision of service in written form or via e-mail. Supplier is obliged to respond to complaint in written form or via e-mail within 7 days from receiving it. Lack of response for complaint is tantamount with acceptance of complaint.
9. In case of Recipient's complaint concerning goods, Supplier is obliged within 10 days from filing the complaint to remove at its expense defects of goods or (subject to Recipient's choice) provide goods free of defects or reduce price (in any case the faulty goods shall be collected at Supplier's expense).
10. Recipient shall pay Supplier net price (in case of sale of goods) or remuneration net (in case of providing services) consistent with Offer and Auction Conditions or RFQ or RFI, plus, if applicable, VAT stipulated by applicable binding law provisions.
11. Recipient shall pay Supplier net price (in case of sale of goods) or remuneration net (in case of providing services) within period stipulated in Auction Conditions or in RFQ or RFI counted from the date of delivery (in case of sale of goods) or completing services (in case of providing services) and from providing to Recipient properly issued invoice or any other documents, if such other documents were stipulated by Auction Conditions or in RFQ or RFI.
12. Supplier cannot claim return of expenses incurred in order to fulfill the agreement or cannot be released from obligations created for this purpose.
13. None of the Parties may sell or assign for third party obligations resulting from the agreement without written consent of other Party under pain of invalidity.

14. All disputes resulting from the agreement shall be settled by courts with local competence in Toruń. The agreement shall be governed by Polish law.
15. Any changes and supplements to the agreement need a written form to be valid and in force on pain of invalidity.
16. The agreement comes into force from date stipulated by Auction Conditions or RFQ or RFI. The agreement may be terminated with 3 months' notice at the end of calendar month.
17. Any general terms, agreements templates, regulations or any other documents of such kind issued by Supplier shall not apply.

7. Obligations and liability of Operator:

1. Operator provides continuously accessibility and functioning of TZMO S.A. Purchasing Platform with exception of technical breaks which are necessary for proper functioning of service.
2. Operator is obliged to inform all Users in case of introduction of additionally paid services at TZMO S.A. Purchasing Platform and is obliged not to charge any fees without ordering services by User.
3. With prejudice resulting from restrictions imposed by binding provisions of law Operator is not liable for non-culpable damages related with Service or usage or impossibility of usage or related with improper usage, errors, deficiencies, disturbances, defects, delays in operations or transmission, by computer virus, line or system failure.
4. Operator shall not be liable for behavior of Users in frame of Service or for their improper fulfillment or non fulfillment of agreements concluded as result of Auction or submitted Commercial offer, as well as shall not be liable for consequences of Users or third party's acts that constitute violation of regulations.
5. Operator shall not be liable in particular for:
 - i. quality, security or legality of goods or services provided by Supplier,
 - ii. truthfulness and accuracy of information given by User,
 - iii. not concluding agreement by User,
 - iv. difficulty or inability to participate in auction or to submit Offer due to reasons beyond the control of the Operator,
 - v. damages arisen from non fulfillment or improper fulfillment of agreements concluded via TZMO S.A. Purchasing Platform as well as damages arisen as result of acts or omissions of other Users.
6. Operator shall not be liable for disclosing by Supplier to third party login and password to TZMO S.A. Purchasing Platform.
7. Operator is not the party of agreements concluded by TZMO S.A. or companies of Capital Group TZMO S.A. and Supplier; in particular it is not liable for any claims of Users, who concluded agreement in Auction or on basis of RFQ or RFI or submitted commercial offer at TZMO S.A. Purchasing Platform.
8. Operator shall not be competent to settle the disputes between TZMO S.A. and Supplier.
9. All disputes between Suppliers and Operator shall be settled by courts with local competence in Wrocław, Poland.

8. Miscellaneous:

1. Operator may suspend for definite or indefinite period of time the Account in case the activity of User violates provisions of the Regulations, influences in a negative way the image of Service or is in any other way detrimental to Operator or TZMO S.A. or companies of Capital Group TZMO S.A.

2. The Regulations shall be binding for User from the moment of registration in TZMO S.A. suppliers' database and creation of Account at TZMO S.A. Purchasing Platform.
3. Legal relations under the hereto Regulations and legal relations arising from the sale contracts, are subject to the Polish Law. Relevant legal provisions, in particular Civil Code provisions, shall apply to not regulated cases.
4. The liability of TZMO S.A. and companies of Capital Group TZMO S.A. shall not encompass loss of profits.
5. All disputes between User and TZMO S.A. that may result in connection with TZMO S.A. Purchasing Platform shall be settled by court with local competence in Toruń, Poland.
6. Provisions of the Regulations shall be applied respectively to commercial cooperation encompassing the purchasing goods or other things by Supplier from TZMO S.A. and companies of Capital Group TZMO S.A. In such case subject of Offer is purchasing goods or other things by Supplier from TZMO S.A. and companies of Capital Group TZMO S.A.