

## Regulations of the InterLink System

### § 1 Definitions

For the purpose of these regulations, the following terms shall have the following meaning:

- a) **Regulations** – these regulations drawn up on the basis of the Polish Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws 2013.1422 consolidated text with amendments);
- b) **ABC Data S.A.** – ABC Data with its registered office in Warsaw, address: ul. Daniszewska 14, 03-230 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register, under KRS (National Court Register) number: 0000287132, NIP (Tax Identification Number): 5242617178, REGON (Statistical Number): 141054682, with the share capital of PLN 125,266,899.00 fully paid-up, e-mail: [sekretariat@abcdata.eu](mailto:sekretariat@abcdata.eu);
- c) **Dealer** – an entity cooperating with ABC Data in accordance with the Terms and Conditions of Cooperation, who is not a consumer and who purchases Products from ABC Data in order to resell them;
- d) **Party** – ABC Data or the Dealer;
- e) **Terms and Conditions of Cooperation** – terms and conditions of business cooperation of the Parties, including as applicable:
  - Dealership Agreement according to the template of ABC Data, concluded by and between the Parties, or other agreement individually agreed upon by the Parties, stipulating the rules of business cooperation of the Parties, including the rules of purchasing and supplying Products, or
  - general contractual terms and conditions made available in the System or on ABC Data's website at <http://www.abcdata.eu>, including in particular terms and conditions regarding sales, delivery, returns, complaint procedure, acquiring trade credit;
- f) **Products** – IT products, household appliances and radio/video devices, as well as other products in the current product range of ABC Data presented in the InterLink System;
- g) **InterLink System or System** – an online sale system maintained by ABC Data, located at: <http://www.InterLink.pl>;
- h) **User** – an individual, who received a personal Access Account with an individual login and password in the System upon the Dealer's request, with possible authorisation regarding browsing the current product range of ABC Data, making purchases on behalf of the Dealer, indicating the delivery address of the Products, making complaints on behalf of the Dealer, browsing financial (accounting) documents concerning purchases made on behalf of the Dealer, administering Access Accounts on behalf of the Dealer; the User is deemed as the person authorised to act on behalf of the Dealer;
- i) **Access Account** – personal account protected with an individual login and password, created in the System for the User;
- j) **Sales Specialist** – a representative of ABC Data whose details are in the System, in the "Contacts" section, who is responsible for direct contact with the Dealer;
- k) **Force Majeure** – every external, unexpected event being beyond the control of the Parties, especially war and other military actions, forces of nature, acts of terror, riots, strikes and other internal disturbances affecting the maintenance of law and order, decisions or actions undertaken by public authorities, as well as natural disasters, affecting the performance of the Regulations or the Terms and Conditions of Cooperation, and other events of similar nature the occurrence of which excludes the performance of the Regulations or the Terms and Conditions of Cooperation; invoking force majeure shall require notifying the other Party in writing, providing a justification; the notification shall be made immediately, not later, however, than within fourteen days from the occurrence of the event justifying force majeure or from the cessation of its consequences.

### § 2 Subject of the Regulations

1. The subject of the Regulations is establishing rules of provision of services by electronic means by ABC Data including granting the Dealer access to the InterLink System in order to conduct online sales, as well as rules of using the InterLink System by the Dealer, in particular regarding browsing the current product range of ABC Data, making purchases on behalf of the Dealer, indicating the delivery address of the Products, making complaints on behalf of the Dealer, browsing financial (accounting) documents concerning purchases made on behalf of the Dealer, administering Access Accounts on behalf of the Dealer.
2. ABC Data informs that the InterLink System is not addressed to consumers.

### § 3 Registration of a Dealer in the InterLink System

1. In order to register a Dealer in the InterLink System, the Dealer shall fill in and submit online a registration form via the ABC Data's platform at <http://interlink.pl>, as well as accept the Regulations and the Terms and Conditions of Cooperation required by ABC Data and submit representations required by ABC Data.
2. After receipt by ABC Data of the correctly completed registration form and the Dealer's acceptance of the Regulations and other required Terms and Conditions of Cooperation, as well as submission of respective representations by the Dealer required by ABC Data, ABC Data verifies the data and may register the Dealer in the InterLink System or, in reasonable cases, may refuse to register him/her.
3. During registration of the Dealer in the InterLink System, ABC Data creates Access Accounts for the Users indicated in the registration form, subject to ABC Data has the right to make the final decision regarding setting up the Access Account and the scope of authorisation granted to the User.
4. The Dealer shall be notified (to the e-mail address indicated by him/her) on the Dealer's registration, making the InterLink System available to him/her and providing the possibility to use the InterLink System, as well as he/she shall receive information necessary to log into the InterLink System. Upon receipt of this notification by the Dealer an agreement on the provision of services by electronic means is concluded by and between the Parties which involves making the InterLink System available for conducting online sales.
5. The access data (logins and passwords) to the InterLink System of particular Users of the Dealer are confidential and cannot be transferred to any third parties.
6. The provisions of § 3 section 1–3 are not applicable in the scope in which the Dealer's registration has been individually agreed upon by the Parties.

### § 4 Rules of Using the InterLink System

1. By using the Access Account, depending on the authorisation level granted in the InterLink System, the User, on behalf of the Dealer, may:
  - a) browse the current product range of ABC Data and announcements, special offers, advertisements and price lists constituting an invitation to conclude an agreement of sale of the Products;
  - b) obtain information on the availability of the Products at ABC Data and estimated delivery dates;

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- c) order Products and obtain information on the order status;
  - d) obtain information on the number of the order made, as well as the date and number of the invoice issued for that particular order;
  - e) indicate the delivery addresses of the Products, including delivery addresses defined in the System on a permanent basis and delivery addresses individually set with the particular order (outside the list of the defined delivery addresses);
  - f) make complaints and obtain information on the status of examined complaints;
  - g) browse financial (accounting) documents concerning the Dealer's purchase;
  - h) administer Access Accounts.
2. The Dealer has the right to change Users who have Access Accounts to the System, as well as to change their authorisation level. The change is conducted via a Sales Specialist upon the Dealer's request submitted by e-mail, as well as, in limited scope, by the User with authorisation to administer the Access Accounts on behalf of the Dealer. The User with authorisation to administer the Access Accounts on behalf of the Dealer may, in particular, change the authorisation level of Users, block the Access Account and archive it, as well as submit an application for setting up an Access Account. The final decision on setting up the Access Account and the scope of granted authorisation is at the discretion of ABC Data. The notification on the change of Users or the level of their authorisation shall be deemed effective by ABC Data as of the following business day (weekdays from Monday to Friday, excluding bank holidays applicable in Poland). The Dealer is liable for orders and other representations made by the User during the process of changing the authorisation level and blocking the Access Account.
  3. The Dealer is fully liable for any actions and omissions of every User using the InterLink System, and for the manner of using the Access Accounts, as well as for actions and omissions of persons who log into the Access Account by using relevant logins and passwords of Users. The agreements of sale of Products and related services concluded in connection with the orders made by the Users, as well as by third parties using the Access Accounts of Users, due to reasons not relating to ABC Data, are deemed concluded on behalf of the Dealer and are binding for the Dealer.
  4. The following complaint procedure is adopted:
    - a) complaints regarding the System – the Dealer shall notify ABC Data on any observed discrepancies and problems occurring while using the System and send the notification to the following address: Interlink@abcdata.eu; ABC Data obliges to immediately take actions aimed at removing the discrepancies or problems occurring while using the System;
    - b) complaints concerning Products – the complaints procedure in case of submitting a warranty for defects or guarantee involved in the sale of goods are stipulated in the Terms and Conditions of Cooperation subject to individual arrangements agreed upon between the Parties.
  5. Technical requirements of the System are as follows: Internet connection, Internet browser allowing display of HyperText (HTML) documents on the computer screen (or a mobile device screen) connected by a network service with JavaScript and storage of Cookies, active e-mail account.
  6. Upon the Dealer's request, ABC Data notifies by e-mail on particular threats connected with the use of the services provided with the use of electronic means being the subject of the Regulations.
  7. The Dealer and the Users are prohibited from posting illegal and offensive content, as well as content which violates third party rights or generally accepted social norms, and false or misleading content.
  8. The Dealer has the right to resign from using the System by submitting a written declaration in that regard to ABC Data.

### § 5 Sale Transactions via the InterLink System

1. The presentation of Products and prices in the InterLink System constitutes an invitation to conclude a sales agreement. Each individual order placed by the Dealer shall be confirmed by ABC Data which means that the order is visible in the System and the ordered Products are marked as "ordered" or have other similar status. ABC Data has the right to verify the order by e-mail, in writing or by phone, as well as to approve the order or to refuse its processing without stating any reasons. An order placed by the Dealer shall bind the Dealer and shall not be cancelled unless ABC Data agrees to the cancellation.
2. ABC Data shall verify the possibility of carrying out the order, including the availability of the Products ordered and their price, as well as the estimated time necessary to carry out the order, informing the Dealer in this respect, which means that the Products ordered shall be marked in the System as "allocated" or have other similar status.
3. In order to accept the order to be carried out, ABC Data shall verify if the Dealer has any payment arrears and, depending on the applicable payment method, if a prepayment has been made or if the order is within the available credit limit (provided that the Dealer has been granted a trade credit). Next, ABC Data shall inform the Dealer whether the order has been accepted for carrying out in such a way that the ordered Products shall be marked in the System as "ready to send" or have other similar status. The confirmation of acceptance for carrying out the order may take the form of an invoice issued by ABC Data and provided to the Dealer. For the avoidance of doubt, it shall be deemed that an agreement of sale of Products and related services covered with the invoice is concluded by and between the Parties at the latest at the moment of issuing the invoice. ABC Data shall have the right to refuse to carry out the order in part or in full without stating the reasons (order cancellation).
4. Subject to individual arrangements made by the Parties, the Dealer shall make the payment for the sale of Products and related services to ABC Data: in the form of a prepayment (prior to the release or the dispatch of the ordered Products) on the basis of a "Confirmation of order" issued by ABC Data and provided to the Dealer via the System or under a trade credit granted by ABC Data at its discretion, on the basis of an invoice issued by ABC Data to the Dealer and made available in the System or with the use of other means. Bank fees and commissions shall be covered by the Dealer.
5. Subject to individual arrangements made by the Parties, the delivery addresses are given in the registration form. ABC Data shall input the delivery addresses to the System. The change of delivery addresses defined in the System on a permanent basis is conducted via a Sales Specialist upon the Dealer's request submitted by e-mail or at the request of the User with authorisation to administer the Access Accounts on behalf of the Dealer. ABC Data shall verify the delivery address and in case of any doubts it can refuse to register a particular delivery addresses.
6. The prices given in the InterLink System are net prices and VAT should be added, in line with applicable provisions of law.
7. The data, photos and graphical representations of Products presented in the System are of informative character. The Dealer may obtain the detailed specification of the Product from the Product manufacturer or from the Sales Specialist provided that ABC Data possesses such materials.
8. With the exception of public domain information, the information contained in the System, including the prices and availability of Products, are confidential and protected as trade secrets of ABC Data.
9. The provision of art. 66<sup>1</sup> § 1–3 of the Polish Civil Code shall not apply.

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### § 6 Loss of Access to the InterLink System, Blocking Access Accounts, Limiting Users' Level of Authorisation

1. ABC Data has the right to immediately revoke the Dealer's access to the InterLink System by blocking the Access Accounts, and has the right to limit the Users' level of authorisation at its own discretion in any event of identifying by ABC Data:
  - a) late payments made by the Dealer regarding any amounts due to ABC Data, or
  - b) breach by the Dealer of the provisions of the Terms and Conditions of Cooperation between the Dealer and ABC Data or any other agreement between ABC Data or its subsidiary and the Dealer, or
  - c) breach of rules of using the InterLink System set forth in the Regulations, or
  - d) using the InterLink System by the Dealer to the aims threatening ABC Data's interests, or
  - e) total lack of Users activity regarding browsing product range of ABC Data or lack of purchase with the use of the InterLink System for a period longer than 3 months, or
  - f) rejection by the Dealer to accept unilateral amendments to the Regulations or to the Terms and Conditions of Cooperation, or
  - g) submitting by the Dealer a declaration to resign from using the System;
  - h) expiry or termination of the Dealership Agreement or any other agreement individually agreed upon by the Parties which stipulates general rules of business cooperation between the Parties;
  - i) cessation of business activity by the Dealer;
  - j) material deterioration of creditworthiness or credit risk of the Dealer, the Dealer's insolvency or the risk of insolvency on the part of the Dealer, undertaking debt recovery actions against the Dealer.
2. In case of revoking the Dealer's access to the System ABC Data is authorised to undertake, without any legal consequences, all and any legal actions aimed at preventing the Dealer's access to and use of the InterLink System (including the software for the InterLink System). In particular, it involves blocking the Users access to particular applications, changing passwords and logins, as well as closing the Dealer's Access Accounts.
3. Upon revoking the Dealer's access and the possibility to use the InterLink System by him/her ABC Data is released from any obligations against the Dealer indicated in the Regulations.
4. Upon revoking the Dealer's access and the possibility to use the System the agreement on provision of services by electronic means, which involves making the System available to conduct online sales, is dissolved. ABC Data reserves the right to refuse to carry out the Dealer's orders in full or in part, regarding both pending orders and those placed later.

### § 7 Limitation of ABC Data's Liability

1. ABC Data shall make all reasonable efforts to maintain the System in a technical condition allowing the Dealer to use the System without any interruptions and continuously, also in order to develop the System regarding improvement of safety, efficiency and stability of its functioning.
2. ABC Data is not liable for any possible interruptions in access to the System, regardless of their reasons. Any liability of ABC Data against the Dealer for interruptions in functioning or improper functioning of the System is excluded. In particular, ABC Data is not liable in case of damage resulting from improper functioning of power supply, telephone or ICT systems belonging to external suppliers or operators, as well as acts of Force Majeure.
3. The provisions excluding or limiting ABC Data's liability do not pertain to the damage deliberately caused to the Dealer by ABC Data.

### § 8 Personal Data Protection

1. ABC Data represents that it is a data administrator of the Dealer (if applicable) and the Users, as defined in the Act of 29 August 1997 on Polish Personal Data Protection. Personal data shall be processed in order to commence and conduct business cooperation, registration of the Dealer in the InterLink System, providing services connected with the InterLink System, online sales, delivery, trade credit, as well as pursuing possible damages. Personal data may be provided to carriers, freight forwarders, insurance companies, and other entities cooperating with ABC Data.
2. The provision of personal data is voluntary, but necessary to commence and carry out commercial cooperation and take advantage of the above services.
3. The person, whose personal data is processed, has the right to access this data and correct it.

### § 9 Final Provisions

1. The Regulations replaces other previously applicable regulations governing the issues contained in the Regulations.
2. The Dealer is not authorised to transfer any rights which stem from the Regulations to any third parties.
3. ABC Data shall have the right to unilaterally amend the Regulations with a prior notice sent to the e-mail address indicated by the Dealer as the contact address with ABC Data. The amended Regulations shall come into effect on the day specified by ABC Data, not earlier than 14 days after sending the notification. ABC Data may amend the Regulations in particular in the event of amendments to the generally applicable legal regulations, changes of practice or interpretation by common courts or state authorities, changes to ABC Data's sales policy or strategy, and in the event of an extraordinary change in relations. The Dealer shall have the right, within 14 days from receiving the notification, to make a representation on refusal to accept the amendments to the Regulations. In such a case, the cooperation between the Parties shall terminate on the day preceding the day of the amended Regulations coming into effect, as specified in the notification.
4. In the case of regarding a particular provision of the Regulation as invalid or ineffective, the invalidity or ineffectiveness of this provision shall not have any effect on the validity and effectiveness of the remaining provisions of the Regulations. ABC Data shall make all reasonable efforts to replace the invalid or ineffective provision with a new, valid and effective provision.
5. The Regulations shall be governed by Polish law. All disputes between the Dealer and ABC Data shall be settled by the Polish common court competent for the registered office of ABC Data.
6. The Regulations are an integral part of every agreement of sale of Products and related services concluded via the InterLink System.
7. The Regulations are effective from 1 June 2016.