

**Regulations on the sale of motor vehicles
via an online auction
by Alphabet Polska Fleet Management sp. z o. o. ("Regulation")**

These Regulations define the rules for the provision of electronic services by Alphabet Polska Fleet Management sp. z o.o. z siedzibą w Warszawie, ul. Wołoska 22a, registered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, under KRS 0000032610 ("**Organizer**") via the Internet website www.alphabet-used-cars.com ("**Portal**").

I. INTRODUCTORY RESOLUTIONS

§ 1. General provisions

1. Pursuant to these Regulations, the Organizer provides Participants electronically with services ("**Services**") aimed at concluding contracts for the sale of Vehicles in the proceedings described in § 4-6 of the Regulations ("**Auction**"), including in particular:
 - a) maintaining the Participant's account on the Portal,
 - b) offering information about Vehicles based on the Auction announcement referred to in § 5 section 1 of the Regulations,
 - c) enabling participation in the Auction by submitting offers in the auction system.
2. The Organizer, via the Portal, offers for sale used motor vehicles that are the property of the Organizer and were previously the subject of leasing or rental agreements ("**Vehicles**"). The Organizer may also offer for sale Vehicles that are not the property of the Organizer.
3. The Organizer, via the Portal, offers Vehicles for sale only to entrepreneurs conducting business related to the professional sale of cars (i.e. entrepreneurs whose main business profile is related to the PKD code 45.11.Z).

4. Sales transactions made via the Portal do not constitute auctions within the meaning of the provisions of the Civil Code, the relevant provisions of which do not apply to these Regulations and the proceedings conducted on their basis and contracts concluded based on the provisions.

§ 2. Auction participants

1. Only the following may participate in the Auction organized by the Organizer:
 - a) natural adult persons with legal capacity, running a business whose principal activity is the wholesale and retail sale of passenger cars and commercial vehicles.
 - b) legal entities,
 - c) organizational units referred to in Art. 33(1) § 1 of the Act of April 23, 1964, Civil Code (Journal of Laws of 2018, p. 1025) ("**Civil Code**"), which are not legal persons to which the Law grants legal capacity and to which the Law applies appropriate provisions on legal persons, (hereinafter collectively referred to as "**Participants**").
2. Consumers cannot be participants.
3. The list of other entities that cannot be Participants due to the restrictions related to the application of the Sanctions Provisions is attached as Appendix No. 1 to the Regulations.
4. "Sanctions provisions" should be understood as all EU and Polish legal regulations introduced in connection with actions undermining the territorial integrity, sovereignty and independence of Ukraine, in particular the restrictions adopted in the following legal acts:
 - a) Act of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and serving the protection national security (i.e. J. of Laws of 2023 p. 1497 as amended.)
 - b) Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus (J. of Laws of the EU. L of 2006 No. 134 p. 1 as amended).
 - c) Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (Journal of Laws of Laws of the EU. L of 2014 No. 229 p. 1 as amended).

- d) Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures in relation to activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (Journal of Laws of the EU. L of 2014 No. 78 p. 6 as amended).
 - e) Council Regulation (EU) 2022/263 of 23 February 2022 on restrictive measures in response to the illegal recognition, occupation or annexation by the Russian Federation of certain non-government-controlled areas of Ukraine (Journal of Laws of the EU. L. of 2022 p. 42 as amended).
5. The Participant and the Organizer will be collectively referred to as the "Parties".

II. MAINTAINING AN ACCOUNT ON THE PORTAL

§ 3. Registration

1. A Participant who meets the requirements referred to in § 2 point 1 of the Regulations should register on the website www.alphabet-used-cars.com in order to create an account on the Portal and be able to participate in the Auctions.
2. A person who wants to become an Auction Participant should complete the registration form available on the Portal and send it to the Organizer by clicking the appropriate button. Acceptance of these regulations is required to submit the form and complete registration. Based on the data sent in the registration form, the Organizer verifies the Participant, reserving the right to refuse to register the Participant without giving a reason. The Organizer will confirm the Participant's registration on the Portal by activating the account and notify about it via e-mail to the address indicated in the form.
3. Upon activation of the account, an agreement for the provision of Services is concluded between the Organizer and the Participant.
4. Participation in the Auction is possible after a successful verification of the data sent in the form by Alphabet, logging in to the account and submitting a bid.

5. Participants are not allowed to register more than one account, they are not allowed to use other Participants' accounts or provide third parties an access the account, including the data necessary to log in.
6. Participants are prohibited from creating and using login data containing phrases or words that are vulgar or generally considered offensive. In such cases, the Organizer has the right to delete the Participant's account.
7. The Organizer reserves the right to refuse to activate Participants' accounts without giving a reason and to re-register Participants who were previously refused registration or whose accounts were deleted due to violation of the Regulations.
8. The Organizer reserves the right to verify the data provided by the Participants by requesting the submission of an appropriate document confirming their accuracy and obtaining other information that it is obliged to obtain by law. The Participant is responsible for the correctness of the data completed during the registration process.
9. Account deletion automatically if the Participant does not log in for a period of 12 months. Deleting the Participant's account is tantamount to terminating the contract for the provision of Services. The Participant is not entitled to any claim against the Organizer for deleting the Participant's account and thus terminating the contract for the provision of Services.
10. Subject to § 3 point 9, § 6 points -16-17 and § 11 point 3 of the Regulations, the termination of the contract for the provision of electronic services takes place as a result of the Participant submitting a declaration by sending an e-mail to the following address: uzywane@alphabet.pl, when the Organizer deletes the Participant's account from the Portal. The Participant is entitled to submit a declaration of termination at any time.
11. The User is prohibited from providing illegal content, content that is false or misleading, contains viruses or may otherwise cause disruption or damage to computer systems used to provide services under the Regulations.

II. CONCLUDING SALES CONTRACTS VIA THE PORTAL

§ 4. Price and condition of the Vehicle

- 1. The starting sales price of the Vehicle is determined by the Organizer, taking into account its current market value.**
- 2. The market value of the Vehicle is determined by an independent appraiser based on average prices used in the trade of vehicles of the same type, taking into account the mileage, technical condition and degree of wear of the Vehicle.**
- 3. Participation in the Vehicle Auction by the Participant is tantamount to acceptance of the Regulations and the Participant's obligation to purchase the Vehicle at the price proposed by the Participant after its acceptance by the Organizer.**
- 4. Information regarding the mileage, technical condition and wear and tear of the Vehicle being the subject of the Auction is made public to Auction Participants by posting it on the website www.alphabet-used-cars.com.**
- 5. Auction Participants are obliged to familiarize themselves with the data disclosed in the technical expertise of an independent appraiser regarding the mileage, technical condition and wear and tear of the Vehicle being the subject of the Auction.**
- 6. The Organizer, unless otherwise stated in the description of the Vehicle put up for sale at the Auction, offers the Vehicle for sale together with the documents necessary to register the Vehicle, i.e. a registration certificate. If the lack of registration certificate is shown in the expert's opinion, the Participant, by participating in the auction, declares that he does not and will not bring any claims in this respect.**
- 7. Participation in the auction by the Participant is tantamount to accepting the mileage, technical and visual condition of the Vehicle, as disclosed in the technical expertise of an independent appraiser, referred to in point 5**

above. The Participant has no opportunity to check the condition of the Vehicle at its place of storage. By participating in the auction, the Participant declares that he does not raise any objections to the technical and visual condition of the Vehicle revealed in the technical report of an independent appraiser and will not make any related claims against the Organizer.

8. The Participant acknowledges that the Vehicles offered by the Organizer are used Vehicles. The above means that the Vehicles and their parts are subject to operational wear and tear. The Organizer is not responsible for such wear and tear and will not accept complaints regarding consumable parts subject to wear and tear through normal use of the vehicle.
9. The Parties exclude the Organizer's liability under the warranty towards the Participant to the fullest extent possible. At the same time, the Parties declare that the Participant is not entitled to any claims against the Organizer under the Vehicle's warranty, in particular the Participant has no right to withdraw from the sales contract or demand a reduction in the sales price of the Vehicle.
10. The technical assessment of the Vehicle's condition is prepared by an independent appraiser appointed by the Organizer, based on the Vehicle Return Guide developed by the Polish Vehicle Rental and Leasing Association ("Guide"). If there are gross discrepancies between the actual condition of the Vehicle and the technical assessment of the Vehicle's condition (understood as a difference exceeding PLN 500.00 net calculated on the basis of the Eurotax methodology), the Participant has the right to submit a complaint. The basis for considering the complaint is the Vehicle Handover Protocol describing the discrepancies of the actual state with the technical expertise, signed at the time of handing over the Vehicle to the Participant, and reporting the complaint to the Organizer no later than 48 hours from the moment of collecting the Vehicle from the place designated by the Organizer. The organizer excludes its liability under the warranty. The above means in particular that the Organizer will not be liable and will not take into account complaints:
 - a) as to faults repaired on their own without prior agreement with the Organizer

- b) as to vehicles offered at Auctions as damaged, both mechanically damaged and post-accident Vehicles.
 - c) as to which the completeness of the faults or description of the faults was not sufficient in the Participant's opinion. The Participant acknowledges that Vehicle Descriptions are not carried out in a workshop setting, which may affect the completeness and quality of such descriptions in fault reports.
11. Complaints regarding Vehicles should be submitted to the Organizer electronically to reklamacje@alphabet.pl. Complaints will be considered by the Organizer no later than within 14 business days from the date of receipt of the complaint by the Organizer.

§ 5. Organization and course of the Auction

1. The announcement about the online auction for the sale of Vehicles is published by the Organizer for the information of the Participants via the website www.alphabet-used-cars.com and specifies in particular:
 - a) date (start and end date) of the Auction,
 - b) brand, type and quantity of sold Vehicles,
 - c) a report on the assessment of the technical condition of the Vehicles prepared by an independent appraiser,
 - d) the starting price of the Vehicles.
2. In order to participate in the auction, the Auction Participant should:
 - a) log in to their account on the Portal,
 - b) submit an offer in electronic form by participating in the auction and indicating the price for the auctioned Vehicle, at least equal to the starting price of the Vehicle or exceeding the price offered by another Participant by the bid increment value referred to in section 5 letter d below.
3. The offer submitted by the Participant is binding until another Participant successfully submits an offer containing a higher purchase price for the Vehicle.

4. After submitting the highest bid, the Participant (bidder) whose offer has been accepted by the Organizer receives a confirmation of winning the auction, generated automatically or containing a sales invoice along with an administrative fee, which is sent to him by return e-mail to his internet address indicated during registration in the auction system.

5. The Organizer sets the following Auction conditions:
 - a) prices offered by Participants are public,
 - b) the prices offered are gross prices,
 - c) all offered prices are visible in the auction system,
 - d) each increment amounts to PLN 500 (gross),
 - e) The Organizer reserves the right to withdraw the offer to sell the Vehicle without giving a reason,
 - f) The Organizer does not provide any warranty for the Vehicle. All warranties provided for the Vehicle by a relevant Vehicle manufacturer remain valid,
 - g) The vehicle will be handed over to the Participant with all accessories specified in the offer and described in the Vehicle Handover Protocol and available documentation, after the Participant meets the conditions specified in the Regulations and in accordance with the Regulations,
 - h) The Participant will confirm receipt of the Vehicle with all accessories specified in the offer and described in the Vehicle Handover Protocol, as well as available documentation, by signing the Vehicle Handover Protocol,
 - i) The Organizer reserves the right to change the Auction announcement and the Auction conditions,
 - j) The Organizer reserves the right to withdraw the Vehicle from the Auction, end the Auction without selecting an offer or cancel the Auction. Participants will not be entitled to any claims against the Organizer due to such actions of the Organizer;
 - k) If an offer is submitted below the minimum price, the offer is valid until it is accepted or rejected by the Organizer.

6. The Auction is settled when the Organizer accepts the offer submitted by one of the Participants.

7. If the Participant who submitted the highest bid withdraws from concluding the Vehicle sales contract, the Organizer may direct the Vehicle sale offer to another Participant.
8. The Participant who won the auction and withdrew from concluding the Vehicle sales contract may not participate in the Auctions organized by the Organizer for the next 6 months and is obliged to pay the Organizer a contractual penalty in the amount of PLN 2,000 within 14 days of the Organizer's request, and bears the administrative costs incurred by the Organizer in connection with the failure to sell the Vehicle (including parking costs and preparation for the next Auction).
9. The Organizer reserves the right to cancel the Vehicle Auction at any time in whole or in part without giving a reason, to withdraw the Vehicle from the online Auction or to end the Auction without selecting an offer, as well as to change the terms of the Auction. Due to the above, the Participants are not entitled to any claims against the Organizer.
10. The Organizer may refuse to conclude a sales contract if the Organizer has even justified suspicion that the entity that won the auction cannot be a Participant due to the restrictions under the Sanctions Regulations. The Organizer may also refuse to conclude a sales contract if it has even justified suspicion that the Vehicle will be used in a manner inconsistent with the applicable sanctions regulations. If this right is exercised, the Organizer may direct the offer to sell the Vehicle to the Participant who submitted the second highest offer.
11. The Organizer reserves the right to additional negotiations regarding the provisions of the Vehicle sales contract after the end of the Vehicle Auction.
12. The Parties exclude the application of Art. 66(1) § 1-3 of the Civil Code.

§ 6. Conclusion of a sales contract

1. The Participant who submitted the highest price offer will receive confirmation of its acceptance via e-mail sent by the Organizer.

2. The Participant whose offer has been accepted by the Organizer is obliged to pay the sales price of the Vehicle to the Organizer on the basis of a VAT invoice issued by the Organizer, within the deadline specified in the VAT invoice.
3. The VAT invoice is issued by the Organizer in accordance with the data provided on the Participant's registration form, within 4 business days from the end of the auction.
4. The Organizer has the right to withdraw from the sales contract if the Participant has not paid the sales price of the Vehicle within the deadline specified in § 6 point 2 of the Regulations. In the event of withdrawal by the Organizer due to failure to pay the price on time, the Participant may not participate in Auctions organized by the Organizer for the next 6 months and shall bear the administrative costs incurred by the Organizer in connection with the failure to sell the Vehicle (including the costs of parking and preparation for the next Auction).
5. The transfer of ownership of the Vehicle to the Participant takes place when the Organizer's bank account indicated on the VAT invoice is credited with the sales price of the Vehicle and the amount specified in § 6 point 14 of the Regulations.
6. The Vehicle will be released to the Participant who submitted an offer that was accepted by the Organizer, within 5 days from the date of receipt of the sales price of the Vehicle and the amount referred to in § 6 point 14 of the Regulations and the amount referred to in § 6 on the Organizer's bank account. point 10 of the Regulations if it is due in accordance with the Regulations.
7. The Organizer will confirm via e-mail the possibility of collecting the Vehicle from the Participant after recording the receipt of the sales price of the Vehicle and the amount referred to in § 6 point 14 of the Regulations on the Organizer's bank account.
8. The Participant is obliged to collect the Vehicle purchased from the Organizer through the Auction immediately, but no later than 5 days from

the date of receipt of the sales price of the Vehicle and the amount referred to in § 6 point 14 of the Regulations on the Organizer's bank account and no earlier than after receiving the confirmation referred to in § 6 point 7 of the Regulations.

9. The Participant is obliged to confirm the date of collection of the vehicle by sending an e-mail to the indicated address of the appropriate deposit yard, within the deadline referred to in § 6 point 8 of the Regulations.
10. The sales price of the Vehicle does not include the costs of civil liability insurance (OC) within the meaning of the Law of May 22, 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau (Journal of Laws of 2018, item 473, as amended). The Participant who purchased the Vehicle should terminate the third party liability insurance contract relating to the Vehicle immediately, no later than on the date of receipt of the Vehicle. If the Participant who purchased the Vehicle fails to terminate the third party liability insurance, the Insurer may recalculate the premium and charge a new fee under the third party liability insurance contract. The Participant will also be charged by the Organizer with insurance costs proportionally for the period from the date of collection of the vehicle to the end of the third party liability insurance contract.
11. A Participant who has not paid the sales price or the amount referred to in § 6 point 14 or 10 of the Regulations on time or has not collected the Vehicle within the time specified in § 6 point 8 of the Regulations shall bear the costs of parking the vehicle in the amount of PLN 50 (net) for each next commenced day, respectively after the expiry of the payment deadline or after the deadline for collecting the vehicle specified in point 8 above.
12. If the purchaser of the Vehicle is an entity from a European Union country other than the Organizer, in order to conclude a contract for the sale of the Vehicle, it is required to submit a declaration in the wording set out in Annex 2 to these Regulations on the removal of the purchased Vehicle from the territory of the Organizer's country.

13. If the buyer is an entity from outside the European Union, in order to conclude a contract for the sale of the Vehicle, he is required to submit a deposit in the amount of the due VAT. The deposit is returned immediately after the Organizer receives the export document completed and confirmed by the customs office of a European Union member state and translated into Polish by a sworn translator in the Organizer's country.
14. The Participant whose offer has been accepted by the Organizer will, in addition to the sales price of the Vehicle, pay the Organizer the amount of PLN 850 (gross) as administrative costs incurred by the Organizer in connection with organizing the auction and preparing the sales documents for the Vehicle and the Vehicle for delivery to the Participant.
15. If the sale price of the Vehicle is not paid by the Participant on time, the transaction will not be concluded and the Organizer may direct the offer to sell the Vehicle to the next Participant who submitted the second highest offer.
16. Subject to the provisions of these Regulations, in particular § 6 point 17 of the Regulations, each Party may withdraw or terminate the Vehicle sales contract on the terms set out in the provisions of the Civil Code.
17. The Participant's declaration of withdrawal or termination of the Vehicle sales contract should be submitted to the Organizer in writing under pain of nullity.

III. GENERAL TERMS OF SERVICE

§ 7. Technical requirements for the provision of services

1. In order to properly use the services offered under these Regulations, it is required to use the Mozilla Firefox 42.0 or Chrome 46.0.2490 web browser and to enable cookies.

§ 8. Information Note concerning personal data processing

1. For the purposes of this paragraph, terms such as "personal data", "data controller", "processing" as in EU Regulation 2016/679 ("GDPR").
2. The administrator of the Participant's personal data provided in the registration form (and personal data obtained later as part of the cooperation of the Parties) is the Organizer.
3. The Participant's personal data will be processed for the following purposes:
 - a) carrying out activities related to the conduct of the Vehicle Auction and the provision of services under these Regulations, including the conclusion and performance of the concluded contract,
 - b) in order to fulfill the obligations imposed on the Organizer by applicable law (including the Tax Ordinance Act, the Accounting Act, sanction provisions)
 - c) in order to enforce the rights of the Organizer, in particular to detect fraud and pursue possible claims, based on the legitimate interest of the Organizer;
4. For the above purposes, the data provided to the Organizer by the Participant will be processed, including: data provided by the Participant when completing the registration form and in the documents attached to this form, i.e. (i) name and surname, (ii) NIP and REGON numbers, (iii) contact telephone number, (iv) e-mail address, (v) name and address of the business; and (vi) personal data contained in the attached registration documents, as well as data generated in the course of implementing these Regulations, such as (vii) history of submitted offers (viii) history of relations with the Participant. Providing the personal data indicated in (i) to (vi) above is necessary to provide the services indicated in the Regulations.
5. The Organizer will transfer the Participant's personal data to entities performing tasks related to the implementation of the services specified in the Regulations, i.e. car repair shops, IT service providers, vehicle storage service providers, appraisers cooperating with the Organizer and which the Organizer uses to implement the Regulations, on the basis of separate agreements concluded in writing.

6. The Organizer may also transfer the Participant's personal data to entities carrying out public tasks (within the scope of their performance of these tasks), in situations where such an obligation results from legal provisions.
7. In accordance with the GDPR, the Participant has the right to:
 - a) access to data relating to them,
 - b) rectification of data concerning them,
 - c) deletion of data relating to them,
 - d) restrictions on the processing of data relating to them,
 - e) receiving and transferring personal data provided by the Participant to another administrator,
 - f) object to the processing of data relating to them, if the processing is based on the legitimate interest of the Organizer,
 - g) submit a complaint to the competent authority for personal data protection.
8. The Organizer will process the Participant's personal data for as long as the relevant legal provisions allow, in particular those imposing obligations regarding the storage of tax and accounting documentation and the limitation period for claims.
9. In order to exercise the above-mentioned rights of the Participant (apart from the right to lodge a complaint) and in any other matters related to the processing of personal data, the Participant should contact the Organizer by phone: **22 820 55 55** or by e-mail: **kontakt@alphabet.pl** or with the data protection officer by phone: **22 820 56 01** or by e-mail: **daneosobowe@alphabet.pl**.

§ 9. Information about special hazards

1. Based on Article. 6 point 1 of the Law on the provision of services by electronic means (i.e. of December 13, 2018 (Journal of Laws of 2019, item 123), , hereinafter referred to as **USUDE**), the Organizer informs that in connection with the services provided electronically, the Participant may potentially be exposed to the following threats:

- malware - various types of applications or scripts that have harmful, criminal or malicious effects on the network user's IT system, such as viruses, worms, Trojan (Trojan horses), keyloggers, dialers;
 - spyware - programs that track user activities, collect information about the user and send it - usually without their knowledge or consent - to the program author;
 - spam - unwanted and unsolicited electronic messages sent simultaneously to many recipients, often containing advertising content;
 - obtaining confidential personal information (e.g. passwords) by impersonating a trustworthy person or institution (phishing);
 - hacking into the user's IT system using, among others, such hacking tools as *exploit* and *rootkit*.
2. The above-mentioned threats may only potentially occur, but they should be taken into account by the Participant, despite the Organizer's use of measures to protect against unauthorized actions of third parties.
3. In order to avoid the threats referred to in point 1 above, the Participant should equip the electronic devices used to gain access to the Auction with up-to-date security programs, including anti-virus programs. Protection against threats related to the use of electronically provided services by users is also provided by:
- firewall enabled,
 - updating all software,
 - not opening e-mail attachments of unknown origin,
 - reading application installation windows and their licenses,
 - regular comprehensive system scans with antivirus and antimalware software,
 - data transmission encryption,
 - installation of preventive programs (intrusion detection and prevention),
 - using an original system and applications from a legal source.

§ 10. Complaints regarding the operation of the Portal

1. The Participant has the right to submit a complaint about the services provided by the Organizer via the Portal.
2. Any complaints regarding the Participant's use of the Portal may be submitted:

- a) to the Organizer's e-mail address kontakt@alphabet.pl
 - b) to the address of the Organizer's registered office.
3. The complaint should include: (i) identification data (name and surname/company) of the Participant, (ii) correspondence address of the Participant, if the complaint is submitted in writing (iii) detailed description of the event constituting the basis for the report, (iv) indication of the demands of the Participant submitting the complaint.

The Organizer will consider the complaint within 14 (fourteen) calendar days from the date of receipt of the complaint. The Organizer responds to the complaint via the means of communication used by the Participant.

§ 11. Final Provisions

1. Any disputes arising in connection with the Auction and these Regulations will be resolved by the Organizer within 7 days from the date of the written complaint by the Participant.
2. Any disputes regarding the Services or related to Vehicle sales contracts concluded by the Organizer under these Regulations will be resolved by the court having jurisdiction over the Organizer's registered office.
3. The Organizer reserves the right to change these Regulations at any time. In such a case, the new Regulations will be published on the website www.alphabet-used-cars.com, the Organizer will notify the Participants of the change electronically to the e-mail addresses indicated by the Participants in the application form. If the Participant does not accept the changes to the Regulations, the concluded contract for the provision of electronic services shall be automatically terminated.
4. The Service Provider is entitled to partially or completely disable the functioning of the Portal in order to repair or modernize it, and the Service Provider undertakes to minimize the time during which the functioning of the Portal is partially or completely disabled. If the functioning of the Portal is completely disabled, the Service Provider will post an appropriate message on the Portal.
5. Subject to mandatory provisions of law, the Organizer is not liable for any damages to Participants resulting from the use of the Portal due to irregularities in the functioning of the Portal, delays in data transmission, computer viruses, failures or errors of the Portal.
6. The Participant acknowledges that the purchased Vehicles cannot be made available, sold or used in violation of the Sanctions Regulations. The Organizer is not liable in connection with the Participant's violation of

applicable Sanctions Regulations, including, but not limited to: in the case of export or transit of Vehicles.

7. If, after concluding the Vehicle sales agreement, it turns out that the entity that purchased the Vehicle could not be a Participant due to the restrictions specified in the Sanctions Regulations, the Organizer may withdraw from the Vehicle sales agreement within 30 days from the date of receiving information about this fact.
8. This Regulation has been drawn up in two language versions: Polish and English, with the proviso that in the event of any discrepancy, the Polish version shall prevail.

Appendix No. 1

List of entities that cannot be Participants due to the restrictions specified in the Sanctions Regulations

1. Participants cannot be entities subject to EU or Polish economic sanctions specified in the Sanctions Regulations, including in particular entities entered on the list:
 - a) constituting Annex I to Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in connection with the situation in Belarus (Journal of Laws of the EU. L of 2006 No. 134 item 1 with amendments).
 - b), which constitutes Attachment I to Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures in relation to activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (Journal of Laws of the EU. L of 2014 No. 78 item 6 with amendments).
 - a) c) mentioned in art. 2 of the Law of April 13, 2022 on special solutions for counteracting support for aggression against Ukraine and for protecting national security (i.e. J. of Laws of 2023 item 1497 with amendments).

2. Participants cannot be entities related to the entities referred to above.

3. Participants cannot be entities in Russia, Belarus or any other country subject to restrictions specified in the Sanctions Regulations - to the extent that these restrictions apply, as well as entities that intend to use the Vehicle in the above-mentioned countries in violation of Sanctions Regulations, in particular:
 - a) Participants cannot be entities in Russia or which intend to use the Vehicle in Russia if the Vehicle is subject to export restrictions set out in the Sanctions Regulations on Luxury Goods within the meaning of Annex XVIII to Council Regulation (EU) No. 833/2014 of July 31, 2014 regarding restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine (Journal of Laws of Laws of the EU. L of 2014 No. 229 item 1 with amendments).
 - b) Participants cannot be entities in Russia or Belarus or entities that intend to use the Vehicle in the above-mentioned countries, if the Vehicle is subject to export or transit restrictions set out in the Sanctions Regulations on dual-use goods and technology within the meaning of Annex I to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 establishing an EU regime export control, brokering, technical assistance, transit and transfer of dual-use items (recast) (Journal of Laws of the EU. L of 2021 No. 206 item 1 with amendments).