
**BY-LAWS
OF THE PURCHASING PLATFORM
OF POLSKA GRUPA LOTNICZA S.A.
SAP Ariba Source to Contract**

2023

Scope of document

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Appendices (number): 2

/ SPECIFICATION OF THE DOCUMENT /

Document number	Document number (assigned by the Management Board servicing unit)
Purpose	Support in the process of selecting suppliers for the PGL Group, which in particular includes: <ul style="list-style-type: none"> a) accepting requests for purchase (internal workflow); b) sending RFP; c) accepting offers; d) assessing offers; e) accepting selected offers (internal workflow); f) communicating with the Bidder; g) agreeing and signing contracts.
Person responsible for updating the document <i>(organizational unit)</i>	Central Office for Purchases and Supply Chain (Centralne Biuro Zakupów i Łańcucha Dostaw – BZA) in cooperation with the Law Office (Biuro Prawne – BPP)
Document and appendices <i>(total number of pages of the document with appendices)</i>	Number of pages of the document with appendices:
List of appendices	Appendix No. 1 – Information Clause for Bidders regarding processing personal data by the Company; Appendix No. 2 – Principles of proceeding with transferred confidential data.
Other related documents	

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/GLOSSARY OF DEFINITIONS/

Symbol/Abbreviation/Key word	Definition
Deliveries	Purchasing things and other goods, in particular based on a sales, supply, lease, rental and similar contracts.
Documentation of Purchase Proceedings	All documents (in written, electronic or documentary form) necessary to correctly prepare, conduct and complete Purchase Proceedings
The Group	Polska Grupa Lotnicza S.A. and its subsidiaries, and related entities within the meaning of Article 4 § 1 (4) and (5) of the Act of 15 September 2000, Commercial Companies Code.
Buyer	The person conducting the Purchase Proceedings, or sometimes the manager of a given category of assortment.
Best Offer	An offer with the most favourable price or the most favourable balance between the price and other criteria relating to the subject matter of the Order.
Bidder	Whenever the said Regulations refer to a Supplier, Contractor, Bidder or Counterparty, the terms should be construed as identical – and relate to a physical or legal entity, or an organizational entity without legal personality that became a party to the Purchase Proceedings by submitting an offer in the course of the proceedings, and an entity that may potentially submit an offer to the Company under the Purchase Proceedings. Any entity entering into the Purchase Proceedings (for example as part of a syndicate or another cooperation agreement) will also be considered to be a Bidder.
Purchasing Platform	The application servicing the Purchase Proceedings conducted based on these Regulations, in which the Ordering Party and registered Bidders participate, and which constitutes the individual means of communication between the Ordering Party and the registered Bidders.
Subcontractor	An entity with which the Contractor concluded a contract for Supplies, Services or Works constituting part of the subject matter of the purchase, i.e. an isolated fragment of the subject matter of the purchase. The Regulations which relate to a Subcontractor also apply to further subcontractors.
Purchase Proceedings	The process of acquiring Works, Services or Supplies conducted until the Bidder is selected and the contract concluded, or the Purchase cancellation or finalization of the Purchase Proceedings without making a selection.
Regulations	These Regulations for the use of the Purchasing Platform
Works/Construction Works	The completion of a building structure, performing or designing and performing construction works within the meaning of the Act of 7 July 1994 – Construction Law, as well as the performance of geological, mining, mining construction works within the meaning of the Act of 9 June 2011 –the Geological and Mining Law using any means compliant with the requirements specified by the Ordering Party.
ToR	Terms of Reference for the Order, a document describing the subject matter of the Order.
Company	Polska Grupa Lotnicza S.A.
Services	All services which are not Works or Deliveries.
Ordering Party	The Company or one of the members of the Group.

Order	The subject matter of the Purchase Proceedings, i.e. the purchase of Works, Deliveries or Services from the selected Bidder that are the subject matter of a paid contract between the Ordering Party and the Bidder.
Request for Quotation	The request for quotation and other terms of performing the subject matter of the Order, based on which the Bidder may submit its offer or offers.

I. PURPOSE AND SCOPE OF THE REGULATIONS

§ 1

1. The Regulations set forth the terms and conditions for the selection of Bidders in Purchase Proceedings conducted by the Ordering Party with the use of the Purchasing Platform.
2. The Regulations constitute part of the Purchase Proceedings Documentation, they have to be accepted by the Bidders and outline the terms and conditions on which the participants of the Purchase Proceedings conduct the process aimed at selecting the Best Offer by the Ordering Party.

II. TERMS OF ACCESS AND USE OF THE PURCHASING PLATFORM

§ 2

1. Access to the Purchasing Platform is available through the Internet, using the universally available Internet browsers.
2. Registration and participation in Purchase Proceedings on the Purchasing Platform are free of charge.
3. The Company prepares and conducts the Purchase Proceedings on an arm's length basis, abiding by best practices and equal treatment of the Bidders.
4. As far as possible, the Company provides support in the use of the Purchasing Platform, but it does not stand in for the Bidder's respective persons responsible for IT, in particular with regard to the configuration of the Bidder's hardware and software, and will not be responsible for the lack of possibilities or solutions to problems arising despite the Company's support.
5. The Company makes available personal passwords and logins to particular Bidders. The Bidders are responsible for proper safeguarding of passwords and logins. As a rule, the Company will not additionally identify Bidders outside the Platform and will not be responsible for making available to/using the Bidders' passwords and logins by unauthorized persons.
6. The Bidder will be responsible for indicating the persons performing actions on the Purchasing Platform and contact persons. The persons indicated will be appropriately authorized by the Bidder to act on its behalf. The Bidder will be solely responsible for the actions of the indicated persons on the Purchasing Platform.
7. The Bidder will be responsible for immediately notifying the Company of:
 - a) confirmed or probably access to a login and password by unauthorized persons;
 - b) an IT attack on the Purchasing Platform or its security measures which took place, is taking place or is planned;
 - c) the need to cancel a given User's rights/access to the Purchasing Platform.
8. The Bidders may use the Purchasing Platform only for purposes related to cooperation with the Ordering Party, in particular submitting offers in response to Requests for Quotations. The Purchasing Platform cannot be used for any other purpose.
9. The Purchasing Platform cannot be used in a manner that violates the provisions of the law, the Regulations or good practices.
10. The Bidder is forbidden to provide, publish, send or proliferate in any other way via the Purchasing Platform information and content of an illicit, offensive nature, misinformation, spam, or contents

which may lead to disruptions or damage to the computer systems. The Company may change or update the Purchasing Platform without notifying the Bidders.

11. The Company may at any time remove or suspend a Bidder's access to the Purchasing Platform, for a specified or unspecified period, without giving reasons, in particular in the event of:
 - a) failure by the Bidder to comply with the provisions of the Regulations;
 - b) use of the Purchasing Platform in a manner inconsistent with the Regulations, generally applicable law, principles of fair competition and good business practices;
 - c) an event relating to the Group's cooperation with the Bidder outside the Purchasing Platform;
 - d) technical problems occurring in the Company or the need to modify or conduct maintenance work on the software or hardware infrastructure.
12. The Bidder will be responsible for using the Purchasing Platform in a manner contrary to the provisions of the Regulations or the provisions of the law, and for damages caused by such actions.
13. The Company will not be liable for the Bidder giving false data via the Purchasing Platform, in particular for providing data of third parties without their consent or knowledge. The Regulations may be amended at any time, in particular in the event of amendments to the provisions of the law. The Company will inform Bidders of amendments to the Regulations by email at least a week in advance, and the Supplier will be obliged to send to the Company its consent (or lack of consent) to the amendments to the contents of the Regulations. A Bidder that does not raise objections to amendments in the Regulations in the indicated period will be deemed to have accepted the new wording of the Regulations.
14. In the event that the Bidder does not give its consent to the amendments to the Regulations, its use of the Purchasing Platform will be suspended.

III. SAFETY, CONFIDENTIALITY, DATA PROCESSING

§ 3

1. The Bidder will use the Purchasing Platform at its own risk and responsibility, however, the Company informs that it does not post and does not use on the Purchasing Platform or via the Platform any harmful software, in particular computer viruses, spying software and other similar programs designed to acquire the Bidder's data or influence the hardware or software used by the Bidder. The Company reserves the right to use software tools, in particular those that analyse the connections made by the Bidders, to prevent and identify security incidents and to generally improve the safety of using the Purchasing Platform.
2. All rights to the entirety or to parts of the Purchasing Platform, any graphic elements and the composition of the website pages as well as any other of its elements are reserved. The Purchasing Platform and all its elements are protected by the provisions of the law, in particular the Act of 4 February 1994 on copyright and derivative rights, the Act of 16 April 1993 on combating unfair competition and the Act of 27 July 2001 on the protection of databases.
3. The Bidder will be entitled to use the content posted on the Purchasing Platform to participate in the Purchase Proceedings on condition that it does not violate the provisions of the Act of 4 February 1994 on copyright and derivative rights following from the registration of the trademarks belonging to the Company or used by the Company with the consent of third parties and the provisions of the Act of 30 June 2000 on Industrial Property Rights. "Right of use" should be

understood in particular as: downloading, copying and sending the content posted on the Purchasing Platform to other persons authorized by the Bidder to act on its behalf.

4. The use of the Purchasing Platform also means that the Bidder accepts the way the personal data of its plenipotentiaries and representatives is processed by the Company in the preparation and conduct of Purchase Proceedings with the use of the Purchasing Platform, including to register the Bidder, send the Bidder a Request for Quotation, submission of an offer by the Bidder, its evaluation, receipt of an Order or conclusion of a contract by the Ordering Party, as well as to ensure appropriate communication between the Bidder and the Company.
5. The Company is the Bidder's (and its plenipotentiaries' and representatives') Data Controller. The Information Clause for Bidders about the Company's processing of personal data constitutes **Appendix No. 1** to the Regulations.
6. All data and information transmitted via the Purchasing Platform will be treated as confidential. The rules of conduct by the Company and the Bidder with respect to mutually transmitted data qualified as confidential information are set forth in **Appendix No. 2** to the Regulations.

IV. REGISTRATION ON THE PURCHASING PLATFORM AND PARTICIPATION IN THE PROCEEDINGS

§ 4

1. To register on the Purchasing Platform the registration form available on <http://pgl.sourcing-eu.ariba.com/ad/selfRegistration> should be filled in. If upon the launch of the Purchasing Platform the Bidder was a party to a supply contract or a contract for the provision of services concluded with the Company and its registration data was transferred to the Purchasing Platform, only the acceptance of these Regulations is required during the first login to the Purchasing Platform.
2. The Bidder will be obliged to fill in all the fields in the registration form unless a field is marked as optional.
3. The Bidder is required to read these Regulations and to confirm this fact by accepting their provisions.
4. After accepting the Regulations and sending the registration form, the Bidder will receive a confirmation of registration by email, to the address provided in the registration form.
5. Depending on the purchase category the Company may apply to the Bidder to provide additional information or documents in addition to those indicated in the registration form.
6. The Company may refuse to register the Bidder if the information or documents it provides are incomplete or contain errors, or if the requestor does not provide the information or documents referred to in section 5. The Company may refuse registration also in cases justified by the interests of the Company.
7. After the positive verification of the Bidder's data and documents by the Company, the Company will register the requesting entity on the Purchasing Platform and will give it access to the Platform. The Company will inform the Bidder about the registration and about making access to the Purchasing Platform available via email sent to the address provided in the registration form, at the same time sending the Bidder a login.
8. In a separate message to the email address the Company will send the Bidder a one-time password to the Purchasing Platform.

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9. The Bidder may at any time discontinue the use of the Purchasing Platform by submitting a statement of intent to the Company by email to the address: platformazakupowa@pgl.pl, or in writing to the address: 02-146 Warsaw, ul. Komitetu Obrony Robotników 45A, Polska Grupa Lotnicza S.A., Centralne Biuro Zakupów i Łącucha Dostaw. In such an instance, the Company will delete the account assigned to the Bidder.
 10. Suspension or deletion of the Bidder's account will not lead to the termination of the Bidder's and the Company's obligation to keep the data and information confidential.
 11. The Company will have the right to freely assess, accept, select or reject offers, change or cancel a Request for Quotations and Terms of Reference at any time without giving a reason and to change the manner of conducting the Purchase Proceedings organized via the Purchasing Platform.
 12. Finalization of the Purchase Proceedings is not tantamount to the selection of an offer, conclusion of a contract, commitment to conclude a contract or placing an Order. Signing a contract by the Ordering Party will be the confirmation of the acceptance of the Bidder's offer submitted via the Purchasing Platform as the Best Offer.
 13. The Company reserves the right not to respond to the offers submitted.
 14. Offers submitted via the Purchasing Platform constitute valid offers for 90 days within the meaning of the civil law, unless the conditions of the given Request for Quotations provide otherwise, or the Supplier will agree to a longer term of validity of the offer.
 15. The Company will decide on the possibility of changing the offers submitted before the deadline for submitting offers by the Bidders. Offers submitted after the deadline for their submission, including via means of communication other than the Purchasing Platform, will not be taken into consideration by the Company.
 16. No claims are available vis-à-vis the Company for the preparation or submission of an offer by the Bidder.
 17. The Bidder undertakes to update its data on a current basis (in particular the email contact address and other registration data).

V. FINAL PROVISIONS

§ 5

1. Any disputes arising between the Bidder and the Company relating to the Purchase Proceedings conducted via the Purchasing Platform will be resolved by the court having jurisdiction over the registered office of the Company.
2. Issues not covered by the Regulations will be governed by the relevant provisions of the Polish law.
3. Appendices No. 1 and 2 constitute an integral part of the Regulations.

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4. In the event of technical difficulties related to handling the Purchasing Platform, queries and notifications of problems in the functioning of the Purchasing Platform should be sent to the email address: platformazakupowa@pgl.pl
 5. These Regulations become binding on 19 April 2023.

Appendices:

1. Information Clause for Bidder about the Company's processing of personal data;
2. Rules of conduct with respect to confidential data provided.