

Regulations of ABOnline

I. PRELIMINARY PROVISIONS

1. The ABOnline internet order regulations define the rules for rendering electronic services by the Distributor by providing the Dealer with an access to the System at www.abonline.pl, in order to order goods from the Distributor through Internet in accordance with the Distributor's commercial offer presented in the System and to use other System functionalities, including in particular indicating the place of delivery of Products, filing complaints, notifying corrections, previewing the accounting documents related to completed transactions (also downloading the electronic invoices) and administering the Accounts of System Users.
2. Whenever these Regulations refer to:
 - a) DISTRIBUTOR - shall be understood as AB S.A. with its registered office in Magnice, ul. Europejska 4, 55-040 Magnice, entered to the register of entrepreneurs maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Department of the National Court Register, under KRS number: 0000053834, NIP: 8951628481, with share capital of: PLN 16,187,644.00, fully paid-up;
 - b) DEALER - shall be understood as an entity that is not a consumer that in its cooperation with the Distributor acquires Products from the Distributor subject to the terms and conditions set forth in the Terms and Conditions of Cooperation and the hereby Regulations;
 - c) PARTIES – shall be understood as the Distributor or the Dealer;
 - d) PRODUCTS – shall be understood as the products (goods and services) in the Distributor's current trade offer presented in the System;
 - e) SYSTEM – shall be understood as the Internet sales system ABOnline, available with web browsers at: www.abonline.pl; a part of the System is also the CS4U distribution platform, used by the Dealer to purchase from the Distributor licenses for subscription services and perpetual services offered by selected manufacturers
 - f) USER - shall be understood as a person authorised to use the System on behalf of the Dealer and having access to the granted functionalities (including order placement under the conditions set out in the hereby Regulations), with the exclusion of the “Administrator” function. Changes of rights of Users in the System may be made by the Administrator;
 - g) ADMINISTRATOR – shall be understood as a person designated by the Dealer with access to System functionalities on behalf of the Dealer as specified in the Functionality Catalogue (with the exception of the functionalities specified in item 3.g) and authorised to set logins for new Users, determine their rights in the System and assigning the “Administrator” status to them.
 - h) TERMS AND CONDITIONS OF COOPERATION – shall be understood as the rules regulating commercial cooperation between the Parties, contained outside the hereby Regulations, in particular:
 - Dealer Contract concluded in line with the Distributor's template or on an individual basis,
 - The General Terms and Conditions of Cooperation made available in the System or on the Distributor's web site at: www.ab.pl, covering, in particular, the rules of goods deliveries, Distributor's product liability, conditions applicable to deferred payment and trade credit;
 - i) ACCOUNT – shall be understood as an individual account in the System assigned to the User (or the Administrator respectively), with an individual login and password.

3. The catalogue of System functionalities, valid as at the effective date of these Regulations, covers in particular:
- a) Prices – view of Dealer's prices in the System;
 - b) Sales - an access to a tab with orders placed and invoices issued which allows placing the orders and accepting the Products added to the “Basket” by other Users, as well as registering the returns of Products (notification of corrections). Accepting of Products in the "Basket” is tantamount to placing an order for these Products. Any User with an access to “Sales” functionality is entitled to place orders and register the returns in the System on behalf of the Dealer under the conditions set out in the hereby Regulations.
 - c) Forwarding – access to information on the Products dispatched under the Dealer's orders performed within the last 10 days. Scope of information: VAT invoice number, VAT invoice date, value, carrier, waybill number, delivery date, number of parcels, weight of the delivery.
 - d) Basket – supports adding Products to the “Basket” and submission thereof for approval to the User who has access to the “Sales” functionality to place the order.
 - e) Administration – provides for the administration on the Dealer's account in the System by setting logins for new Users and granting and revoking rights in the System for other Users. Login setting for new Users shall be authorised with SMS messages.
 - f) Service – supports the placement of RMA reports and provides information on the performance of RMA on behalf of the Dealer
 - g) Invoices to another address - provides for modifying the address to which invoices issued by the Distributor will be sent to the Dealer
 - h) Zones – access to the tab with “zones” – System sub-pages dedicated to specific Product categories, e.g. TB, ESD, Cloud and training and partnership programs organised by the Distributor.
 - i) Reports – provides for access to the data in the “Finance” tab - access to the issued invoices with a search option, interest notes, logistics rebates, payment calculators, product series numbers.

II. RIGHT TO ACCESS THE SYSTEM

1. In order to obtain access rights to the System, the Dealer shall complete the questionnaire available at: <https://rejestracja.ab.pl/en/registration>
2. The completed and signed questionnaire and the agreement shall be sent by the Dealer to the Distributor along with company documents specified in the e-mail message sent by the Distributor to the Dealer's address designated in the questionnaire. The company documents may be sent by e-mail.
3. Having verified the documents, the Distributor shall register the Dealer in the System of which the Dealer shall be notified by e-mail to the address specified in the questionnaire. When the information is received, an agreement is concluded between the Parties on electronic services consisting in providing the Dealer with access to the System. The Distributor may refuse to register the Dealer.
4. Providing access to the System to the Dealer, the Distributor shall open Accounts to the Users and Administrators identified in the questionnaire, assigning individual logins and passwords to them. Acceptance of the Regulations is a condition for gaining access to the System by a given User or Administrator. The logins and passwords for each User and Administrators shall be sent to them by e-mail addresses as specified in the questionnaire. At the first logging to the System, the Users and Administrators shall change their passwords and accept these Regulations. The logins and passwords to the System are confidential and may not be disclosed to third parties.

5. The Distributor reserves the right to refuse access to the System or block access to the System to the Dealer or individual Users or Administrators without specifying the underlying reason, in particular if:
 - a) the Dealer has not made any purchase from the Distributor in a period of 60 days;
 - b) the Dealer is involved in the competitive activity to the Distributor's activity;
 - c) the Dealer breaches the rules of using the System as set forth in the Regulations;
 - d) the Distributor detects in the Account assigned to the Dealer, its User or Administrator, activities consisting in automatic download of data from the System;
 - e) the Dealer has suspended or ceased to conduct business activity.
6. Users and Administrator are deemed to be persons authorised to act on behalf of the Dealer within the limits of the access granted to the System. In particular, the acceptance of the Regulations by the User or the Administrator means that these Regulations are bound not only by the User or Administrator, but also the Dealer, in the scope of all activities of this User / Administrator in the System, subject to the provisions of point 7 below.
7. The Dealer shall be fully liable for actions of each User and Administrator in connection with access to the System, including actions or omissions by persons who log to the Account providing correct User (Administrator) login and password. Product sales contracts concluded as a result of orders placed by Users (or Administrators) as well as by third parties using the Accounts (for reasons independent of the Distributor) shall be deemed as concluded on behalf of the Dealer in accordance with the rules set out in the hereby regulations and shall be binding upon the Dealer.
8. The Dealer shall notify the Distributor to: rejestracja@ab.pl on revocation or restriction of access to the System for the Administrator acting on its behalf. The change reported by the Dealer shall be effective from the working day following the day on which the Distributor receives the above information. The Dealer shall be liable for the orders placed by the User or Administrator even if not performed yet.
9. When the Parties end their cooperation (in particular when the Dealer Contract is terminated), the Dealer and its Users and Administrators lose their access rights to the System. The Dealer may also resign from using the System by submitting an appropriate written notice without being required to end cooperation between the Parties.
10. The agreement for electronic services shall terminate when access to the System is lost, irrespective of the underlying reason.

III. PRINCIPLES OF USE OF THE SYSTEM

1. Use of the System with a web browser is possible subject to the following technical requirements: connection to the Internet, a web browser supporting the display on computer screen (or of a mobile device) of hypertext (HTML) documents related in the Internet via web services with the Java Script and Cookie saving enabled, an active e-mail account. The Service may use the Local Storage technology to optimise the functioning.
2. The Distributor shall take all reasonable efforts but does not guarantee operation with all available web browsers. In particular, it is recommended to use the newest browsers like Chrome, Edge, Firefox or Safari.
3. The Distributor sets forth the following complaint handling procedure:
 - a) complaints related to the System – the Dealer shall be entitled to inform the Distributor of any detected System errors and of the problems occurring when the System is used, by sending such information to: cc@ab.pl. The Distributor shall take all reasonable efforts to take action to remedy such errors or problems reported by the Dealer;
 - b) complaints related to Products - policy related to Distributor's liability for Product failures and complaint handling procedure are set out in the Terms and Conditions of Cooperation. The procedure of correction notification, including the lack of Products in the packet, Product's non-compliance with an order, damages of Products in the transport is set out in the Attachment no. 2 to the Regulations.
4. When so requested by the Dealer, the Distributor shall send an e-mail with specific hazards related to the use of electronic services, as covered with these Regulations.

5. Having access to the System, the Dealer, Users and Administrators may not upload unlawful, offensive content, breaching third party rights as well as untrue or misleading content.
6. All rights to the System, including its text and graphical elements, the layout of System pages and other elements are reserved unless explicitly specified otherwise. The use of the content in the System shall not be deemed as the acquisition by users of any intangible rights to works or databases therein. The Dealer, User and Administrator may use the works and databases solely to the extent required to use specific functionalities of the System and in a manner compliant with these Regulations. It is prohibited to copy, modify or transmit electronically or otherwise any part of the System or elements thereof, without prior written consent by the Distributor.
7. Within the framework of cooperation with the Distributor, the Dealer undertakes not to violate the AB SA Anti-Corruption Policy, the content of which is available [here](#).

IV. ORDERS

1. The Distributor's product offer presented in the System, including Product details and photos, are for information purposes only and do not constitute an offer within the meaning of the Civil Code.
2. Orders placed in the System do not require any additional confirmation by the Dealer in any other way and shall be binding upon it. Orders may not be revoked without the Distributor's consent.
3. The Distributor may refuse to perform an Order without the necessity to specify any underlying reason. The Distributor may also make the execution of the Order conditional on the Dealer meeting the indicated conditions, including the settlement of overdue payments, within the time limit specified by the Distributor. If the Dealer has due, unpaid obligations towards the Distributor or entities belonging to the Distributor's capital group, the Distributor, in addition to the right to refuse to execute subsequent Orders of the Dealer or make their implementation dependent on the payment of arrears within a specified period, he also has the right to cancel Orders already accepted for execution. The Distributor has the right to cancel the Order until the Products covered by this Order are delivered. The cancellation of the Order is tantamount to the Distributor withdrawing from the sales contract for the Products covered by this Order.
4. In order to facilitate the execution of the Order, the Distributor may provide the Dealer with the possibility of making quick on-line payments via the internet payment system organized by an external supplier. However, the Distributor may refuse to make this payment method available to the Dealer without giving any reason. Online payment fees are borne by the Dealer. The use of online payment by the Dealer requires prior approval of the terms and conditions of the provider of this payment system.
5. The Dealer may return the goods purchased from the Distributor only in the cases and on terms set out in the Attachment no. 2 to the Regulations - [The Return Regulations](#).
6. The System specifies net and gross prices (containing VAT).
7. The purchase of Products by the Dealer via the System is related to the professional activity conducted by the Dealer, in particular, it is intended for resale by the Dealer.
8. In the event of an overpayment on the part of the Dealer, it may be settled by the Dealer with his obligations towards the Distributor or, at the Dealer's request, returned to the Dealer's bank account indicated in the application. The overpayment may only be refunded if the Dealer has no outstanding obligations to the Distributor with which the overpayment may be set off. The refund may only be made to the Dealer's bank account listed in the official list kept in accordance with the provisions of the VAT Act or known to the Distributor from the Dealer's previous payments to the Distributor. An application for a refund of the overpayment may be submitted in the System, in the Helpdesk tab, in writing or by e-mail. The dealer may at any time check his balance of settlements with the Distributor in the System, subject to the provisions of part V point 4 below.

V. LIMITATION ON LIABILITY

1. The System is a tool to enhance trade cooperation between the Parties and does not substitute

- or exclude order placement in other forms provided for in the Terms of Cooperation. The Dealer shall be obliged to document the cooperation between the Parties.
2. The Distributor shall take all reasonable efforts to maintain the System in a technical condition supporting the Dealer in continuous and uninterrupted use of the System; however, the Distributor shall not be held liable for any disruptions in access to the System, irrespective of the reason, or for the defective functioning of the System.
 3. In particular, the Distributor shall not be liable for any losses suffered as a result of the defective functioning of system and power supply, ITC systems owned by external providers.
 4. Due to the booking process and the transfer of funds between accounts, the information on the status of the Dealer's and Distributor's settlements appears in the System with a delay. The Dealer is not entitled to any claims against the Distributor in this respect.
 5. The exclusion of liability does not relate to any losses caused wilfully.

VI. TRADE SECRETS

All data on the prices of the Products offered by the Distributor in the System and their availability within the System constitute trade secrets of the Distributor. The information is addressed solely to the Dealer and solely for purposes connected with purchases of those Products by the Dealer. It is prohibited to disclose such data to third parties or processing thereof for any other purposes apart from purchases of Products from the Distributor.

VII. PERSONAL DATA PROTECTION

1. Information on personal data protection can be found in the document "Privacy Policy ABOnline" available [here](#).
2. Information on cookie operation can be found in the document "Cookie Policy ABOnline" available [here](#).
3. The rules of commissioning to "AB" S.A. of personal data by Dealers are set forth in the Appendix to the Regulations ABOnline "Commissioning principles by "AB" S.A. of personal data processing by Dealers". The document is available [here](#).

VIII. FINAL PROVISIONS

1. The Dealer shall not be authorised to transfer any rights resulting from the Regulations to any third parties.
2. The Distributor may unilaterally modify the Regulations by publishing such modifications in the System. Using the System after changing the Regulations is equivalent to expression of acceptance of the introduced modifications. If the modifications to the Regulations are not accepted, the Dealer may submit a declaration of resignation from the access to the System to the Distributor. On the day of submitting such a declaration, the Dealer loses the right to access the System.
3. When a provision of the Regulations is found invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity or effectiveness of the other provisions of the Regulations. The Distributor shall take all reasonable efforts in order to replace the invalid or ineffective provisions with new legally correct provisions.
4. These Regulations are governed by Polish law. All disputes related to these Regulations and use of the System shall be resolved by a Polish court of law, competent for the Distributor's registered office.
5. These Regulations become effective when published.