

GENERAL TERMS AND CONDITIONS OF SALE:

1. The assets are sold according to the "as-is" system without subsequent complaints about the quality and price.
2. Payment method:
The buyer can offer advance or deferred payment, up to a maximum of 30 days from the date of delivery of the goods.
3. Insurance and payment security instruments:
In the case of deferred payment, the Buyer undertakes to submit the appropriate payment security instrument: bank guarantee, promissory note or cash deposit.
4. Bid validity period:
The bid option is a minimum of 90 days from the bid submission deadline.
The seller may reject a bid with validity period shorter than the requested one.
For reasons determined at their own discretion, the Seller may request an extension of the bid validity period in writing. In the event that the Bidder accepts such an extension of the bid validity period, they are obliged to do so in writing.
During the period of extension of the bid validity period, neither the Seller nor the Bidder will request modifications to the bid.
5. Manner and deadline for submission of bids
The Bidder shall independently determine the bid submission manner and shall bear the risk of possible loss, that is, untimely bid submission.
The bid must be submitted to the Seller no later than until the deadline specified in the tender documentation and in the manner specified in each tender documentation. Bids that have not been submitted within the deadline will not be opened, will be marked as late arrivals and will be returned to the Bidder unopened, and in the case of collecting bids via e-mail, late bids will not be taken into consideration.
The bids shall be opened by the authorized persons of the Seller, while Bidders' representatives shall not be present, i.e. without public opening of bids.
6. Bid selection criterion
Incomplete and unclear bids and bids that have the price of zero or negative prices for individual items, i.e. represent a cost for the Seller, shall not be taken into account when selecting the most favorable Bidder. The Seller will select the Bidder who offers the **highest price** from among the Bidders they deem capable and acceptable, after the negotiation procedure has been carried out.
The Seller has the right to negotiate the price, including negotiations via e-mail.
The Seller will deliver the Selection Decision or Cancellation Decision to the Bidders by mail/fax/e-mail.
The participants do not have the right to appeal the selection of the most favorable Bidder.
The Seller reserves the right not to accept any bid, without providing an explanation.
The Seller reserves the right to partially or completely withdraw from the sale without providing an explanation.
The BUYER may not resell the purchased goods to any member of the MOL/INA Group.