

**TERMS OF UNLIMITED WRITTEN TENDER
FOR THE SALE OF PROPERTY OWNERSHIP RIGHTS**

consisting of partially developed land plots along with the ownership rights to the buildings and structures erected on them, located in the Krakow Special Economic Zone in Rzańska at Sucha Street, owned by Sucha Development Sp. z o.o. with its registered office in Warsaw

**§ 1.
Organiser**

1. The tender ("**Tender**") is announced, organised, and conducted by **Sucha Development spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw, entered into the entrepreneurs' register of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under the number KRS 0001042836, NIP: 5252961397, REGON: 525650823, share capital: PLN 5,000 ("**Organiser**").
2. Organiser's contact details:
Sucha Development Sp. z o.o.
Pl. Bankowy 2, 00-095 Warsaw
phone: + 48 (22) 331-76-76, e-mail: biuro@fprop.com.pl
working hours: from 9.00 to 17.00

**§ 2.
Indication of the proceeding**

1. The proceeding to which these terms of Tender (the "**Terms**") apply is marked with the "**Sucha 44**" mark (the "**Mark**").
2. Bidders are required to refer to the Mark in all communications with the Organiser.

**§ 3.
Procedure**

1. The Tender procedure is conducted in accordance with the provisions of the Civil Code ("**CC**"), in particular with Articles 70¹-70⁵ of the Civil Code, unless otherwise specified in these Terms.
2. The activities related to the conduct of the Tender are carried out by the Organiser or persons authorized by them.

**§ 4.
Subject of the Tender**

1. The subject of this Tender is the sale of ownership rights to property located in the Małopolskie Voivodeship, in the Kraków County, in the Zabierzów municipality, in the village of Rzańska at Sucha Street, consisting of cadastral parcels with registration numbers 14/19, 14/20, and 14/21, with a total area of 2.9000 hectares (two hectares nine thousand square meters), for which the District Court for Kraków-Krowodrza in Kraków, VI Out-of-Court Land Register Department with its seat in Krzeszowice, maintains land register number KR2K/00047083/3 ("**Land and Mortgage Register**").
 - a) On cadastral plot No. 14/19, there is a single-story building with a footprint area of 347 m², equipped with water, sewage, electric heating, and hot water installations. Additionally, on the plot, there are paved roads, driveways, and parking areas made of concrete pavement slabs, as well as a sidewalk made of cobblestone ("**Building**"). The building has been leased for running a kindergarten.

- b) Cadastral plot No. 14/21 is partially occupied by a structure - a parking lot ("**Structure**"). The part of the plot occupied by the building has been leased for use as a parking lot.
- c) Cadastral plot No. 14/20 is undeveloped.

The property parcels defined in this §4, sec. 1, along with the Building and Structure erected thereon, shall hereinafter collectively be referred to as the "**Property**" in the text of these Terms, and any references in these Terms to the "sale of the Property," "sales agreement of the Property," or "sale price of the Property" shall respectively mean (i) the sale of the ownership right to the property parcels defined in this §4, sec. 1, along with the ownership right to the Building and Structure erected thereon; (ii) the conditional agreement for the sale of the ownership right to the property parcels defined in this §4, sec. 1, along with the ownership right to the Building and Structure erected thereon; and (iii) the sale price of the ownership right to the property parcels defined in this §4, sec. 1, along with the ownership right to the Building and Structure erected thereon.

The subject of the Tender is the entire Property.

- 2. The Property is located within the special economic zone described in the Regulation of the Council of Ministers dated December 15, 2008, regarding the Kraków Special Economic Zone (consolidated text of the Journal of Laws of 2020, item 1013), further referred to as the "Kraków Technology Park". The zone is managed by Kraków Technology Park Ltd. with its registered office in Kraków (KRS 0000058058). The managing entity is entitled to the right of first refusal, in accordance with the provisions of Article 8(2) of the Act of October 20, 1994, on Special Economic Zones (consolidated text of the Journal of Laws of 2023, item 1604). Therefore, with the Buyer selected in the tender process, a conditional sale agreement for the Property will be concluded. In the event that Kraków Technology Park does not exercise the right of first refusal, an agreement for the transfer of ownership rights to the Property will be concluded with the Buyer.
- 3. The content of the Land and Mortgage Register is available for viewing in the Land and Mortgage Register Viewer on the website of the Ministry of Justice: ekw.ms.gov.pl:
 - a) **NOTE: inconsistency of the contents of the Land and Mortgage Register with the actual legal status in terms of the owner.** The Organiser is the owner of the Property on the basis of the Agreement transferring the ownership executed by Tomasz Maruszewski, a notary public in Warsaw, Notary Office Tomasz Maruszewski, Al. Jerozolimskie 101, office 31, 02-011 Warsaw, on December 1, 2023, under Rep. A no. 1801/2023. The indicated ownership right has not been disclosed in the land and mortgage register. The organizer has applied for disclosure, and the aforementioned is covered by a notice appearing in the section II, mentioned in the land register journal on December 1, 2023, under entry number DZ. KW. / KR2K / 24228 / 23
 - b) The notice appearing in Section I-O of the Land and Mortgage Register of the application entered in the Land and Mortgage Register on May 29, 2023 under DZ. KW. / KR2K / 12634 / 23 / 1 - rectification of the designation / area of the Property was filed by the land registry authority and relates to the change of land use designation with respect to the land plot No. 14/19.
- 4. Viewing of the Property is possible by appointment with a representative of the Organiser:
Mr. Jeremi Słomiński
phone: 22 331 76 76
e-mail: Jeremi.Slominski@fprop.com.pl.
- 5. Any further questions regarding the Property or the Tender should be addressed to the Organiser's representative:
Mr. Jeremi Słomiński
phone: 22 331 76 76
e-mail: Jeremi.Slominski@fprop.com.pl.

§ 5.
Starting Price

1. The starting price of the Property is **9,000,000 PLN** (nine million Polish Zlotys) ("**Starting Price**").
2. The Starting Price is a net price, meaning that upon its consideration, the sales price of the Property will be increased by the value-added tax (VAT) if, at the time of concluding the sales agreement of the Property, such tax will be due in accordance with the applicable regulations. For the avoidance of doubt, the payment of VAT referred to in the preceding sentence shall be borne by the purchaser of the Property.
3. The tax on civil law transactions, if applicable in connection with the sale of the Property at the time of concluding the sales agreement of the Property, in accordance with the applicable regulations, shall be borne by the purchaser of the Property.

§ 6.
Participants

1. Individuals, legal entities, and organizational units without legal personality, to whom the law grants legal capacity, may participate in the Tender by submitting an offer along with evidence of payment of the Deposit no later than the Offer Submission Deadline ("**Participant**" or "**Participants**").
2. National entities as well as foreigners (as defined in Article 1(2) of the Act of 24 March 1920 on the acquisition of Property by foreigners (Journal of Laws of 2017, item 2278)), who are citizens or entrepreneurs of states that are parties to the Agreement on the European Economic Area or the Swiss Confederation, may participate in the tender.

§ 7.
Deposit

1. The Tender Participant is obliged – under the penalty of exclusion from the Tender – to pay a deposit in the amount of **100,000 PLN** (one hundred thousand Polish Zlotys) ("**Deposit**").
2. The Deposit is payable only in cash.
3. The Deposit must be paid by bank transfer to the bank account of the Organiser held by mBank S.A., account number 54 1140 2062 0000 2748 7100 1001, no later than the Offer Submission Deadline.
4. Proof of payment of the Deposit by the Participant must be submitted to the Organiser along with the offer, no later than the Offer Submission Deadline.
5. The day of payment of the Deposit is considered to be the date when the Organiser's bank account is credited with the full amount of the Deposit.
6. The Deposit is not subject to interest or indexation.
7. Subject to sec. 8-10 of this §7 of these Terms, the Deposit is returned in its nominal amount immediately after the resolution, revocation, closure without selection of any offer, or annulment of the Tender, by bank transfer to the account indicated by the Participant in the offer, but no later than 7 (seven) workdays from the date:
 - a) of resolving the Tender;
 - b) of revoking the Tender;
 - c) of closing the Tender without selecting any offer;
 - d) of annulling the Tender.
8. The Deposit paid by the Participant whose offer has been selected is credited towards the purchase price of the Property.
9. The Deposit shall be forfeited to the Organiser if the Participant whose offer is selected:
 - a) fails to conclude the sale agreement of the Property within the period specified by the Organiser in accordance with §13 of these Terms; or

- b) if the conclusion of the sale agreement of the Property does not occur within the period specified by the Organiser in accordance with §13 of these Terms for reasons other than those indicated in point a) of this sec. 9, for which the Participant whose offer has been selected is responsible.
10. The Participant shall be liable for the non-conclusion of the sale agreement of the Property in accordance with sec. 9 of this § 7 of these Terms, in particular, but not exclusively, when they fail to appear, represented by duly authorized representative(s), within the deadline specified in the summons issued by the Organiser in accordance with §13 of these Terms, for the purpose of concluding the sale agreement of the Property along with the originals of all documents necessary for the conclusion of the sale agreement of the Property on behalf of and for the account of the Participant, as required by the notary preparing the notarial deed of the sale agreement of the Property, including but not limited to:
- a) in the case of the Participant concluding the sale agreement of the Property through an attorney-in-fact - a valid power of attorney to conclude the sale agreement of the Property drawn up in the proper form and meeting all formal requirements; and
 - b) appropriate corporate documents of the Participant (such as, among others, a current extract from the National Court Register and consents and resolutions of corporate bodies, if required by law or the Participant's corporate documents); and
 - c) appropriate identity documents of the person concluding the sale agreement of the Property on behalf of and for the account of the Participant; and
 - d) other relevant documents required by the notary preparing the deed of sale (or, if applicable, the preliminary sale agreement) of the Property or required by these Terms.
11. In the event of the non-conclusion of the notarial sale agreement of the Property for reasons as specified in sec. 9 or 10 of this § 7 of these Terms, the Organiser, regardless and in addition to the forfeiture of the Deposit to it:
- a) has the right to claim compensation for the full extent of the damages incurred as a result thereof; and
 - b) has the right to demand the conclusion of the sale agreement of the Property in accordance with Article 64 of the Civil Code, i.e., by applying to the court with a claim for a judgment substituting the declaration of will of the Participant whose offer has been selected, regarding the conclusion of the sale agreement of the Property, on the terms specified in the Offer and these Terms; and
 - c) has other rights and claims arising from the provisions of the law.
12. In the event that the conclusion of the sale agreement of the Property becomes impossible due to reasons for which the Participant whose offer has been selected is not responsible, the Deposit paid by them shall be refunded in its nominal amount. The provisions of Article 704 § 2 last sentence of the Civil Code do not apply.

§ 8. Announcement

1. The announcement will be made publicly available by publication on the Website.
2. The announcement should contain at least information about:
 - a) the possibility of submitting offers;
 - b) the deadline for submitting offers ("**Offer Submission Deadline**");
 - c) the place and method of submitting offers;
 - d) the date and location of the Tender;
 - e) the deadline for opening offers by the Organiser ("**Opening of Offers**");
 - f) the subject of the Tender,
 - g) the opportunity to familiarize oneself with these Terms and the time, place, and method of making them available;
 - h) the Starting Price;
 - i) the consequences of non-conclusion of the notarial sale agreement of the Property for reasons for which the Participant whose offer has been selected is responsible;

- j) a reservation that the Organiser reserves the right to revoke the Tender and to close the Tender without selecting any offer.
3. The Organiser is entitled to extend the Offer Submission Deadline. The Organiser will provide appropriate information about the extension of the Offer Submission Deadline on the Website.
4. The Tender is considered open upon the publication of the Announcement in accordance with sec. 1 of this § 8 of these Terms ("**Opening of the Tender**").

§ 9.

Conditions of participation and procedure for preparing offers in the tender procedure

1. Offers addressed to the Organiser should be submitted in writing to the address specified in §1 sec. 2 of these Terms.
2. The Participant's offer should be submitted in writing and contain all the elements specified in these Terms.
3. The offer should include at least:
 - a) the place and date of submitting the offer;
 - b) the full name of the company or the first and last name of the bidder;
 - c) the address of the registered office or the residential address and mailing address of the bidder;
 - d) the contact phone number and email address of the bidder;
 - e) the offered sale price of the Property and the method of financing (e.g., self-financing or financing from a loan or credit);
 - f) a statement by the bidder that they have read and accepted these Terms and are bound by them;
 - g) a statement by the Participant committing to the offer in accordance with these Terms;
 - h) a statement by the bidder that they have been informed that the sale of the Property covered by this procedure is conditional upon the non-exercise of the pre-emption right by Krakowski Park Technologiczny.
 - i) statements by the bidder indicating that they have read the information on personal data processing and consent to the processing of their personal data within the tender procedure covered by these Terms, as follows:

"I hereby declare that I have read the content of the information on the processing of personal data by Sucha Development Sp. z o.o. attached to the tender conditions marked 'Sucha 44'. I consent to the processing of my personal data by Sucha Development Sp. z o.o. with its registered office in Warsaw, Plac Bankowy 2. Providing data is voluntary. The basis for data processing is my consent. Providing personal data is necessary for the purposes related to the tender marked 'Sucha 44' for the sale of the ownership right to Property located in the Małopolskie Voivodeship, in the Krakowski County, in the Zabierzów commune, in the Rząska village at ul. Suhej, consisting of cadastral plots No. 14/19, No. 14/20, and No. 14/21, with an area of 2.9000 ha, for which the Kraków-Krowodrza District Court in Kraków, VI Local Division of Land and Mortgage Registers with its seat in Krzeszowice maintains Land and Mortgage Register No. KR2K/00047083/3.

The recipients of the data may be entities financially related to Sucha Development Sp. z o.o. and entities providing services on its behalf. I have the right to withdraw my consent at any time, request the administrator to access my personal data, correct or delete them to the extent permitted by law, as well as the right to lodge a complaint with the supervisory authority.

The data controller is Sucha Development Sp. z o.o. with its registered office in Warsaw, with which I can contact regarding the processing of personal data by mail at: Plac Bankowy 2, 00-095 Warsaw, or by email at: biuro@fprop.com.pl."

The template of the offer constitutes Attachment No. 1 to the Terms.

4. The offer must include:
 - a) proof of payment of the Deposit indicating the bank account to which the Deposit is to be returned in cases where these Terms provide for the return of the Deposit by the Organiser;
 - b) if applicable - consents and resolutions of the Participant's corporate bodies to participate in the Tender and conclude the sale agreement of the Property required by law, court rulings, and administrative decisions, the Participant's founding documents, or other corporate acts, and a statement that no other consents and resolutions are required;
 - c) if applicable - all consents of third parties to the participation of the Participant in the Tender and the conclusion of the sale agreement of the Property required by law, court rulings, and administrative decisions, and a statement that no other consents are required (e.g., a statement from a spouse consenting to participate in the tender in the case of joint ownership);
 - d) if the cases specified in points b) and c) above do not apply - a statement that no consents or resolutions of any entities or bodies are required for the Participant to participate in the Tender and conclude the sale agreement of the Property.
5. All documents attached to the offer must be submitted in originals or copies certified as true copies by a notary public practicing in the territory of the Republic of Poland.
6. Offers must be submitted in sealed envelopes marked with the Symbol and the annotation "Tender - do not open." All pages of the offer should be secured to prevent the possibility of tampering with the contents of the envelope.
7. The Tender may proceed even if only one offer meeting the conditions specified in these Terms and the Announcement is received.
8. The Organiser may, at its discretion, including but not limited to when:
 - a) the offer is incomplete; or
 - b) it does not meet the requirements specified in these Terms or the Announcement; or
 - c) when the conditions contained therein require clarification or specification;call on the Participant to supplement, clarify, or explain the offer within the deadline specified in such request. Such a call will be made in accordance with the provisions provided for Notifications in §15 of these Terms.

§ 10.

Rules and procedure of conducting the Tender

1. This Tender is an unrestricted written tender.
2. The Tender is conducted in a non-public manner.
3. The Opening of Offers will take place on **29th March 2024**, unless a different deadline is specified in the Announcement.
4. Immediately after the Opening of Offers, the Organiser will verify whether the Participants have submitted the Deposit in the proper amount.
5. Participants are not entitled to participate in the activities carried out within the Tender.
6. Submitting an offer signifies the acceptance of these Terms by the Participant submitting the offer and binds that Participant to these Terms.

§ 11.

Criteria for selecting offers and types of decisions

1. The Organiser is not restricted in making decisions regarding the selection of the most advantageous offer, which specifically means that the selection is made at their own discretion. To avoid any doubt, the Organiser is not obligated to provide justification for the selection of a particular offer.
2. When choosing an offer, the Organiser takes into account the offered sale price of the Property and other criteria influencing the selection of the most advantageous offer, as established in these Terms. However,

this does not imply that the Organiser is bound by these criteria; specifically, an offer containing the highest price may not necessarily be chosen by the Organiser.

3. The Organiser may refuse to qualify offers for further stages of the Tender procedure if:
 - a) they do not meet the requirements specified in these Terms or the Announcement;
 - b) they are illegible or raise doubts about their content.
4. The Organiser has the right to:
 - a) cancel the Tender no later than before the day of the Opening of Offers;
 - b) close the Tender without selecting any of the offers;
without providing a reason.
5. The Organiser will inform about the exercise of the rights mentioned in §11(3) and (4) of these Terms in accordance with the provisions for Notifications set forth in §15 of these Terms.

§ 12.

Tender Settlement

1. **By "resolving the Tender," the Organiser means the selection of an offer, which is considered to have been made from the moment the Organiser provides the relevant information about the Tender's outcome on the Website.**
2. The resolution of the Tender will take place within 30 (thirty) days from the date of Opening of Offers. The Organiser is entitled to extend this period without giving a reason. The Organiser will inform about the extension of the deadline for closing the Tender according to the provisions for Notifications specified in §15 of these Terms.
3. The Organiser has the right to close the Tender without selecting any of the offers. In such a case, the closure of the Tender without selecting any of the offers will be considered to have occurred from the moment the Organiser provides the relevant information about the Tender's outcome on the Website.
4. The information about the Tender's outcome will be made public by the Organiser, being posted on the Website for a period of at least 7 (seven) days.
5. The information about the Tender's outcome should include:
 - a) the date, place, and type of the conducted Tender;
 - b) the identification of the Property subject to the Tender according to the land registry and land register;
 - c) an indication that the Tender has been resolved, i.e., concluded by selecting one of the offers or closed without selecting any of the offers.

To avoid any doubt, the Organiser is not obliged to specify which of the submitted offers has been chosen or to disclose its terms to the Participants.
6. The Organiser will send a Notification of the Tender's outcome to all Participants, considering the data indicated in point 4 above and indicating whether the offer of a given Participant has been selected, within a period not exceeding 7 (seven) days from the closure of the Tender. The Notification mentioned in the preceding sentence will be made according to the provisions for Notifications specified in §15 of these Terms.
7. **Participants in the Tender remain bound by the offers they have submitted until the Tender is resolved or closed without selecting any of the offers. The provisions of the preceding sentence do not apply to the Participant whose offer has been selected and who remains bound by the offer submitted by them until the conclusion of the sale agreement of the Property by the Organiser.**
8. Participants whose offers have not been selected for any reason, including in the event of the Tender being canceled or closed without selecting any of the offers, or resolving the Tender by selecting an offer from another Participant, or as a result of applying the procedure specified in §16 of these Terms, bear the costs of their own legal representation and other costs associated with participating in this Tender.

§ 13.
Conclusion of Agreement

1. The Tender Participant whose offer has been selected ("**Buyer**") will be notified in writing of the date and place of concluding the conditional sale agreement of the Property, no later than within 30 (thirty) days from the date of resolving the Tender. The Notification mentioned in the preceding sentence will be made according to the provisions for Notifications specified in §15 of these Terms.
2. The Organiser may decide that the sale agreement of the Property, referred to in paragraph 1, excluding the condition regarding the exercise of the pre-emption right by Krakowski Park Technologiczny, will include the specification of the following suspensive conditions of the final sale agreement of the Property:
 - a) a suspensive condition that the gross sale price, i.e., increased by the value-added tax (VAT), reduced by the deposited Earnest Money, will be deposited by the Participant to the escrow account maintained by the notary indicated by the Organiser, within the deadline indicated by the Organiser;
 - b) a suspensive condition that the Participant whose offer has been selected will submit to the notary preparing the sale agreement of the Property the documents referred to in §7 sec. 10 of these Terms.
3. The Buyer is obliged to appear to conclude the conditional sale agreement of the Property, at the time and place designated by the Organiser.
4. The Organiser reserves the right to appoint a notary before whom the conclusion of the sale agreement of the Property will take place.
5. Unless otherwise provided in these Terms, the conclusion of the conditional sale agreement of the Property should take place no later than within 14 days (fourteen) from the notification of the Tender Participant whose offer has been selected, about the date and place of concluding the conditional sale agreement of the Property in accordance with §13 sec. 1 of these Terms, unless the Organiser extends this deadline.
6. The sale price of the Property will be increased by the value-added tax (VAT) if, at the time of concluding the sale agreement of the Property, this tax will be due according to the applicable regulations. For the avoidance of doubt, payment of the value-added tax (VAT) mentioned in the preceding sentence shall be borne by the Property acquirer.

The tax on civil law transactions, if due in connection with the sale of the Property at the time of concluding the sale agreement of the Property, according to the applicable regulations, will be borne by the Property acquirer.
7. All costs related to the conclusion of the conditional sale agreement and subsequently the sale agreement of the Property (including notarial and court fees related to the conclusion of the sale agreement of the Property in the form of a notarial deed, land register proceedings, or notarial fee costs for depositing money into the escrow account in accordance with §13 sec. 2 lit. a) of these Terms, as well as notarial fee costs for any statements voluntarily submitting to execution in the proceedings under art. 777 of the Civil Procedure Code) shall be borne by the Tender Participant whose offer has been selected in the Tender by the Organiser. The Tender Participant whose offer has been selected in the Tender also bears the costs of their own legal representation and other costs related to the preparation of the preliminary agreement and the sale agreement of the Property and other related documents, as well as the costs associated with participating in this Tender.

§ 14.
Confidentiality

1. Tender Participants undertake to keep confidential all information and other materials provided or disclosed to them by the Organiser or persons acting on its behalf during the tender proceedings

("Confidential Information"). Confidential Information shall include, in particular, any information concerning the Organiser and the Property.

2. Tender Participants may not, without the prior written consent of the Organiser, disclose such information to any other person, nor may they use Confidential Information for purposes other than those related to the Tender and the sale of the Property.
3. For the purposes of these Terms, Confidential Information does not include information that:
 - a) at the time of its disclosure to the Participant is publicly known;
 - b) is publicly available to the public in a manner other than through a breach of these Terms;
 - c) the Participant is obliged to disclose in accordance with an applicable statutory provision, in connection with ongoing court proceedings.
4. Tender Participants undertake that neither they nor any other entities associated with or dependent on them (financially or personally) will take any actions that could result in the termination of the lease relationship regarding areas in the Buildings by any of the tenants of the areas in the Buildings, and in particular, they will not submit lease offers to tenants of areas in the Buildings for lease of areas in other properties, nor will they in any way encourage any of the tenants of areas in the Buildings to terminate their lease relationship regarding areas in the Buildings.
5. The obligations set forth in this §14 of these Terms remain in force from the date of the Tender opening and for a period of 3 (three) years after the conclusion of the sale agreement of the Property.
6. Before the Organiser (or persons acting on its behalf) provides or discloses any Confidential Information to the Participant, the Participant shall be obliged to sign and deliver to the Organiser (at the Organiser's address) a statement confirming the Participant's obligations specified in this §14 of these Terms. The template of the statement referred to in the preceding sentence constitutes Attachment No. 2 to these Terms. The provisions of this §14 sec. 6 of these Terms do not derogate from the provisions of §10 sec. 6 of these Terms.

§ 15. Notifications

1. Any notifications ("**Notifications**") related to this Tender, made by the Organiser, whether addressed to Tender Participants or potential bidders, may be made - at the Organiser's discretion - in the following manner:
 - a) a) by placing relevant information on the Organiser's website at <https://www.fprop.com/media-news/sucha44> ("**Website**"); or
 - b) by individual notification to individual Tender Participants, bidders, or potential bidders in writing, to the correspondence address indicated in the offer or another address indicated by the Tender Participant, bidder, or potential bidder in writing as correspondence.
2. For the purposes of these Terms, written form shall also include notification via email, to the email address indicated in the offer or another address indicated by the Tender Participant, bidder, or potential bidder as contact information.
3. All Notifications made to the correspondence addresses of Tender Participants, bidders, or potential bidders, indicated in accordance with point 1(b) above, shall be deemed effectively delivered after 7 (seven) days from the date of dispatch of the registered mail. In the case of Notifications sent by email, the Notification shall be deemed delivered upon registration of the message on the recipient's server, and if such registration is not made due to reasons beyond the recipient's control, it shall be deemed delivered upon its sending by the Organiser.
4. The rules regarding Notifications apply in particular, but not exclusively, to:
 - a) summoning a Tender Participant to supplement, specify, or explain the offer, as referred to in §9 sec. 9 of these Terms;
 - b) informing about the Organiser's exercise of the rights referred to in §11 sec. 3 and 4 of these Terms;
 - c) informing about the extension of the deadline for resolving the Tender in accordance with §12 sec. 2 of these Terms;

- d) notifying Tender Participants of the Tender's outcome in accordance with §12 sec. 5 of these Terms;
- e) notifying the Tender Participant whose offer has been selected of the date and place of conclusion of the sale agreement of the Property, in accordance with §13 sec. 1 of these Terms;
- f) notifying about changes to these Terms in accordance with §16 sec. 1 of these Terms.

§ 16.

Change of Terms. Final Provisions

1. The Organiser has the right to amend these Terms by the deadline for submission of offers specified in the Announcement, without giving any reason. Notification of changes to these Terms will be made in accordance with the provisions for Notifications specified in §15 of these Terms.
2. In the event of a change to these Terms by the Organiser, each Participant will be entitled to deliver to the Organiser, within 7 (seven) days from the date of informing the Participant of the content of the amendment to these Terms, a statement confirming their intention to participate in the Tender in accordance with the amended Terms. In the event of non-delivery of the statement to the Organiser by the Participant, the Participant ceases to be bound by the submitted offer on one of the following dates:
 - a) delivery of the statement to the Organiser in which the Participant does not confirm the intention to participate in the Tender in accordance with the Terms amended by the Organiser;
 - b) expiry of 7 (seven) days from the date of notification of the Participant of the content of the amendment to these Terms - in any other case of non-delivery of the statement to the Organiser confirming the intention to participate in the Tender in accordance with the Terms amended by the Organiser.

In cases referred to in the preceding sentence, the Deposit shall be refunded within 7 (seven) workdays from the date on which the Participant ceased to be bound by the submitted offer. The provisions of §7 sec. 7 of these Terms shall apply accordingly.

Attachments:

1. Template of the offer
2. Confidentiality Statement Template
3. Information on Personal Data Processing