

General Terms of Use of the Buyer Procurement Portal

1. Preamble

- 1.1 The Buyer operates a procurement portal on its website.
- 1.2 This procurement portal enables Suppliers (Contractors) to present their company, products and services to the Buyer.
- 1.3 The Procurement Portal is used exclusively on the basis of these General Terms of Use (hereinafter "Terms of Use").

2. Registration / Obligations of the Supplier (Contractor)

- 2.1 Every Supplier (Contractor) who intends to enter into a business relationship with the Buyer must register in the Procurement Portal. The Supplier (Contractor) warrants the accuracy and completeness of the data entered by it.
- 2.2 Buyer reserves the right to refuse registration in whole or in part. The Supplier (Contractor) shall have no claim to registration and inclusion in the database of this procurement portal. Buyer also reserves the right to request additional data required for registration from the Supplier (Contractor).
- 2.3 When registering for the first time, the Supplier (Contractor) shall enter a password known only to the Supplier (Contractor). The password enables the Supplier (Contractor) to view and change the data transmitted by it to the Buyer.
- 2.4 The Supplier (Contractor) undertakes to treat the password transmitted to him as strictly confidential. The use of an account by several persons in the same company is generally permitted. If the Supplier (Contractor) suspects that unauthorized third parties (including unauthorized employees or former employees of the Supplier (Contractor)) have gained knowledge of the access data, the Supplier (Contractor) shall be obliged to immediately notify the Buyer in writing and to immediately change the password.
- 2.5 It is agreed that the language of this general terms shall be Macedonian and English. In the event of discrepancies, the Macedonian text shall be used as the basis for clarification. If a translation into another language is provided, it shall be for information purposes only and shall not be binding in the event of differences of interpretation.

3. Data maintenance/updating

- 3.1 The Supplier (Contractor) is obliged to keep the data stored in the procurement portal up to date. The same applies to all information, documents and certificates in the procurement portal.

4. Rights of use

- 4.1 The entire content of the Procurement Portal is protected by copyright.
- 4.2 The Buyer grants the Supplier (Contractor) a non-exclusive, non-transferable right, limited in time, to use any information available in the Procurement Portal within the scope of these Terms of Use and the resulting purpose of use.

5. Deletion and blocking

- 5.1 The Buyer reserves the right to delete from the Procurement Portal at any time and without stating reasons Supplier (Contractor) already registered and included in the Procurement Portal as well as individual data transmitted by them and to block access to the Procurement Portal provided that this does not conflict with the handling of ongoing award processes or contractual relationships.
- 5.2 Supplier (Contractor) may request in writing the deletion of their registration and all data contained in the database of the procurement portal at any time and without stating reasons. The deletion of this data shall take place immediately, provided that this does not conflict with the handling of ongoing award processes or contractual relationships.

6. Liability

- 6.1 The Buyer shall not be liable for the continuous availability or functionality of the Procurement Portal.
- 6.2 The Buyer shall not be liable for the timeliness, reliability and completeness of the information transmitted via the Portal. Such information is non-binding and subject to change at any time. Any liability for the accuracy of the information is excluded.
- 6.3 The liability of the Buyer and its legal representatives and employees for any damage incurred by the Supplier (Contractor) in an award procedure is excluded - except in the case of proven and grossly negligent or willful violations.

7. Data protection

- 7.1 The Buyer shall comply with the applicable laws on data protection and data security when collecting, using and processing the Supplier's (Contractor's) personal data.
- 7.2 The Supplier (Contractor) expressly consents to the permanent storage and use of the data provided by it by the Buyer for all purposes within the scope of the operation of this procurement portal.

8. Confidentiality

- 8.1 The Supplier (Contractor) is obliged to treat all information and knowledge about the Buyer obtained in the course of using the procurement portal, in particular its business secrets, as confidential for an unlimited period of time and not to make it accessible to third parties, unless this data is already publicly accessible.
- 8.2 The Supplier (Contractor) shall oblige its personnel, employees as well as third parties and/or subcontractors to maintain confidentiality. The Supplier (Contractor) shall ensure that only those employees who need to know the confidential information for the purpose of using the Procurement Portal or for the performance of a contract concluded on the basis thereof are made aware of the confidential information.

9. Amendments to the Terms of Use

- 9.1 The Buyer is entitled to amend the above General Terms of Use at any time. Any such amendments shall be notified in an appropriate manner.

9.2 If the amendment of the Terms of Use affects the rights of Supplier (Contractor), affected Supplier (Contractor) may object to the amendment within two weeks of notification of the amendment. After expiry of this period, the amended Terms of Use shall take full effect.

10. Final provisions

10.1 The exclusive place of jurisdiction for both contracting parties shall be the Civil Court Skopje. However, Buyer shall also be entitled to sue the Supplier (Contractor) at its general place of jurisdiction. Macedonian substantive law shall apply to the exclusion of the

UNCITRAL CISG and the conflict of law rules of private international law.

10.2 Should individual provisions of these General Terms and Conditions of Use - Procurement Portal of the Buyer be or become invalid, void or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In place of the ineffective, invalid or unenforceable provision, the parties shall agree on a provision that comes as close as possible to what the parties intended with the ineffective, invalid or unenforceable provision in accordance with the meaning and purpose of the agreement reached.