

Appendix No. 14

Appendix No. 14. General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products

I. GENERAL PROVISIONS

Article 1. DEFINITIONS

Terms used in this document shall be construed to mean as follows:

Pharmaceutical Law Act – the Polish Act of 6 September 2001 – Pharmaceutical Law, in its present wording.

Minister of Health's Regulation – the Regulation of the Polish Minister of Health of 26 March 2015 on the mail order sales of medicinal products.

Agreement – an agreement providing for the principles of making Mail Order Sales by the Seller using the Individual Website, entered into by the Seller and Allegro.pl.

General Terms and Conditions – these General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products.

Sales Establishment – a public pharmacy within the meaning of the Pharmaceutical Law Act operated by the Seller pursuant to a competent authority's authorisation, from which the Seller intends to make Mail Order Sales in their Account.

Authorisation – an authorisation to operate the Sales Establishment issued by a competent authority.

National Register – the National Register of Authorisations to Operate Public Pharmacies, Dispensaries and the Register of Authorisations Issued to Operate Hospital Pharmacies and Company Pharmacies, available at <http://ra.rejestrymedyczne.csioz.gov.pl/layouts/15/ra/glowna.aspx>

Product – a medicinal product, a medical device or other product authorised for sale in public pharmacies in accordance with Article 86.8 in connection with Article 72.5 of the Pharmaceutical Law Act, offered in the Sales Establishment's Listing.

Sales Establishment's Listing – a proposal to conclude a contract of sales for a Product under the terms provided for by the Seller, including in particular the price and description of the Product offered, using and via the Individual Website.

Order Form – an electronic form available to the User on their Individual Website displayed to the Buyer upon selecting the Sales Establishment's Listing, containing data specified by law, in particular § 2.2 of the Minister of Health's Regulation.

Individual Website – a website for the Sales Establishment in the allegro.pl domain with a unique address assigned to the Account, on which the Sales Establishment's Listings will be posted.

Mail Order Sales – mail order sales of medicinal products within the meaning of Article 2.37aa of the Pharmaceutical Law Act and of other Products made by the Sales Establishment on the Individual Website.

Article 2. THE SUBJECT OF THE COOPERATION

2.1.

Allegro.pl shall provide the Seller with IT tools to make Mail Order Sales, including the Individual Website on which Listings will be posted, on the terms provided for in these General Terms and Conditions and, within the scope referred to in Article 2.2 below, also in the User Agreement.

2.2.

The Agreement and the General Terms and Conditions shall be the basic source of the mutual rights and obligations of Allegro.pl and the Seller. The User Agreement shall apply to the mutual rights and obligations of Allegro.pl and the Seller only to the matters not governed by the Agreement and the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro.pl and the Seller. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

Appendix No. 6

Appendix No. 12

2.3.

The Seller shall make Mail Order Sales in the Sales Establishment's Account on the Individual Website according to the principles stipulated in the General Terms and Conditions and in the Agreement.

2.4.

The Seller acknowledges that the functionality of the Sales Establishment's Account shall be limited to order placing, order processing and payment processing features. For the Accounts referred to in the preceding sentence, the following functionalities and services shall be disabled:

- a. promoting and advertising the Sales Establishment or the Sales Establishment's Listings;
- b. Allegro Smart!
- c. the possibility of posting the Sales Establishment's Listings for bidding;
- d. the possibility of posting Charity Listings.

2.5.

Allegro.pl shall prevent Transactions as part of the Sales Establishment's Listings concerning medicinal products (OTC medicines) with Users of Junior Accounts.

2.6.

In the Sales Establishment's Account, Allegro.pl shall not provide to the Seller any services other than the services expressly listed in the General Terms and Conditions, the Agreement and the User Agreement, in particular it shall not provide financing, security or advertising services to the Sales Establishment, or any intermediation services related to the execution of third-party service agreements.

Article 3. REGISTERING A PHARMACY'S ACCOUNT

3.1.

The Seller shall Register an Account for the Sales Establishment using the respective registration form filled in by the Seller in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

The registration form must include at least the following data:

- a. the Seller's business name, address and registered office, and if the Seller is a natural person conducting business activity, the address of their place of business;
- b. the Sales Establishment's address;
- c. the Sales Establishment's name, if any;
- d. phone number, fax number and e-mail address.

3.2.

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the e-mail address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Seller's approval of the content of the Agreement by replying to the message referred to in the preceding sentence, the Seller shall be sent to their e-mail address the information on the execution of the Agreement with the address of the Individual Website and other information required by law. 3.3.

3.3.

The Sales Establishment shall declare its intention to make Mail Order Sales according to the procedure referred to in Article 68.3c of the Pharmaceutical Law Act indicating the address of the Individual Website as the address of the website on which the Sales Establishment will make the Mail Order Sales of medicinal products. If, prior to the establishment of the cooperation with Allegro.pl, the Seller declared their intention to make mail order sales of medicinal products indicating the address of a different website, the Seller shall update their declaration indicating the address of the Individual Website as the address of the website on which the Sales Establishment makes the Mail Order Sales.

3.4.

Upon the execution of the Agreement:

- a. the Seller shall be able to make the Mail Order Sales at Allegro on the principles stipulated in the General Terms and Conditions and the Agreement;
- b. the Sales Establishment's Listings shall be marked for all visitors at Allegro as "from a Pharmacy" listings.

3.5.

During the Registration of the Sales Establishment's Account and later use of Allegro, the Seller shall provide the required and true data and information and also make true statements. The Seller should update on an ongoing basis the data in the settings after logging in to the Sales Establishment's Account. The Seller may not delete the data provided in the settings of the Sales Establishment's Account after its Registration.

3.6.

In the case of the Registration of more than one Account by the same Seller to make Mail Order Sales by each subsequent Sales Establishment, a separate Agreement must be concluded.

3.7.

The Registration by the same Seller of an Account other than the Sales Establishment's Account shall be possible on general principles provided for in the User Agreement. In this case, however, the sales of Products shall be permitted only in the Sales Establishment's Account and the Seller must ensure that Users are not redirected from Listings in the other Account

to the Sales Establishment's Account and the content of such Listings may not otherwise refer to business activities carried out in this Account.

3.8.

The Seller may not use the Sales Establishment's Account to carry out activities that violate the Agreement, the General Terms and Conditions or the User Agreement.

3.9.

The Seller may not make the Sales Establishment's Account available to other persons, except for making it available to persons duly authorised by them to act on their behalf.

II. INDIVIDUAL WEBSITE

Article 4. Using the Individual Website

4.1.

Upon the execution of the Agreement referred to in Article 3.2. above, Allegro.pl shall inform the Seller about the address of the Individual Website to make the Mail Order Sales on the terms provided for in the General Terms and Conditions and the Agreement.

4.2.

The Seller shall have the right to use the Individual Website, in particular to post the Sales Establishment's Listings on it.

4.3.

Allegro.pl may not interfere in the content, appearance, graphic layout, type of Products listed, except for the cases described in these General Terms and Conditions and the User Agreement.

4.4.

The Sales Establishment's Listings posted on the Individual Website shall contain the following elements required by law for the website on which mail order sales of medicinal products are made, i.e.:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorisation with the Authorisation number;
- d. contact details of the competent Voivodship Pharmaceutical Inspector, including at minimum the name of the office, the office address, e-mail address, phone or fax number;
- e. clearly visible joint "green cross" logo containing a hyperlink to the record referring to a specific pharmacy in the list of pharmacies selling products by mail order <http://ra.rejestrmedyczne.csioz.gov.pl/layouts/15/ra/InternetPharmacies.aspx>.
- f. the reference to the information available at <https://www.gif.gov.pl/bip/internetowa-sprzedaz-le/415,Internetowa-sprzedaz-lekow.html>.

- g. the reference to the National Register;
- h. the link to the Authorisation in the PDF format.

4.5.

The Seller shall be responsible for the content of the Individual Website published by them.

4.6.

The rights under the Agreement, including the rights to the Individual Website, may not be transferred, with the proviso that, with the consent of Allegro.pl, such rights may be transferred in the event of issuing the decision to assign the Authorisation pursuant to Article 104a of the Pharmaceutical Law Act to the entity that has acquired the Sales Establishment, if all the following conditions are met:

- a. The entity that has acquired the Sales Establishment must present of a copy of the final administrative decision referred to in Article 104a.1 of the Pharmaceutical Law Act;
- b. The entry in the National Register regarding the designation of the entity making mail order sales of medicinal products in the Sales Establishment is updated by indicating the entity that has acquired the Sales Establishment.

Article 5. THE SALES ESTABLISHMENT'S LISTINGS

5.1.

Only a sales contract with the Buy It Now option may be concluded in the Sales Establishment's Listing. The Sales Establishment's Listing may be for one or more pieces of a Product.

5.2.

The sales of Products in the Sales Establishment's Account should be related only to the business activity consisting in the Mail Order Sales in the Sales Establishment. Items which are not Products may not be sold in the Sales Establishment's Account.

5.3.

In the Sales Establishment's Account the Seller may not offer Products the trade in which violates applicable laws, in particular:

- a. Products recalled or suspended;
- b. Products past their expiry dates;
- c. Products not legally marketed in the Republic of Poland;
- d. non-original Products (the so-called "counterfeit products"), including falsified medicinal products within the meaning of Article 2.38 of the Pharmaceutical Law Act;

e. Products the trading of which infringes third-party rights (in particular copyrights and other intellectual property rights) and the listing of which may be considered as infringing good practice;

f. Products included in the list of medicinal products, foodstuffs intended for particular nutritional uses and medical devices that may become unavailable on the territory of the Republic of Poland referred to in Article 37av.14 of the Pharmaceutical Law Act.

5.4.

Notwithstanding the provisions of Article 5.3., the following may not be offered:

a. narcotic drugs, psychotropic substances, intoxicating substances;

b. Products prescribed by physicians;

c. Products that may be issued to patients who reach a certain prescribed age;

d. Products reimbursable under the Polish Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices;

e. Products in opened, tampered with, damaged or non-original packaging;

f. Used Products;

g. medicinal products purchased from an entity other than a pharmaceutical wholesale company;

h. pharmaceutical raw materials;

i. medical devices containing software that violates the manufacturer's licence, as a test version, freeware, shareware, abandonware.

5.5.

In the Sales Establishment's Account the Seller may not offer medicinal products as additional free products ("freebies") to Products.

5.6.

A Sales Establishment's Listing shall be posted by filling in the sales form available in the Account at Allegro, thus specifying all terms of the Transaction.

5.7.

The sales form referred to in Article 5.6. above shall contain at least the following information:

a. the Seller's name and registered office;

b. the Sales Establishment's address;

c. the authority that issued the Authorisation and the Authorisation number;

d. the Product price;

e. the payment method;

f. shipping costs and the delivery date and method;

- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Sales Establishment's Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. the possibility of returning a medicinal product only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act.

5.8.

In order to create the description of the Sales Establishment's Listing concerning a medicinal product, the Sales Establishment shall fill in the sales form available on the relevant Allegro page, providing the following information:

- a. the Listing title containing at least the Product proper name;
- b. the Product description containing at least the full Product proper name, its generic (international) name, dose, packaging size, pharmaceutical form;
- c. the category in which the Product is listed;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. in the case of a medicinal product – the possibility of returning it only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act;
- k. the Sales Establishment's name and registered office;
- l. the Sales Establishment's address;
- m. the authority that issued the Authorisation and the Authorisation number.

5.9.

The Sales Establishment's Listings shall be posted on the Individual Website and in Allegro resources available to Users. The description of the Sales Establishment's Listing should be supplemented with at least one photo presenting the Product on offer.

5.10.

The Seller shall accept payments from Buyers for Transactions, made using the payment methods available at Allegro. The Buyer's payment, depending on the payment method selected by them, shall be processed under the conditions set forth in Appendix No. 7A or Appendix No. 7B to the User Agreement.

5.11.

The use of additional options in the Sales Establishment's Account to distinguish the Sales Establishment's Listing from other Listings shall be prohibited.

5.12

The description of the Sales Establishment's Listing may not include content being an advertisement of the medicinal product or of the Sales Establishment.

5.13.

The Sales Establishment's Listing concerning a medicinal product should be posted in the "OTC drugs" category and in the sub-category corresponding to the specific nature of a particular medicinal product.

5.14.

Relevant provisions of Appendix No. 2 to the Allegro User Agreement (Rules on Creating Transaction Description) shall apply to the matters not governed by this article.

Article 6. THE COURSE OF THE TRANSACTION

6.1.

Upon the acceptance of the Product Listing terms, the Buyer shall fill in the Order Form on the page of this Listing and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the e-mail address assigned to their Account.

6.2.

The confirmation of entering into an agreement between the Buyer and the Seller in the form of the Order Form shall be sent automatically by e-mail (or alternatively by other means of electronic communications) and shall be for information purposes only. In the e-mail referred to in the previous sentence, the parties to the agreement shall receive the following data (as currently appearing in their Account settings):

- a. the Sales Establishment's name, address, phone number;
- b. the Authorisation number;
- c. the Buyer's data: the full name or the business name and address, the e-mail address, the contact phone number;
- d. the recipient's data: the full name or the business name and address, the contact phone number – if not the same as for the Buyer;
- e. the ordered Product data: its name, dose, packaging size, pharmaceutical form, number of packages; the order number and date, the full name of the person accepting the order on behalf of the Sales Establishment.

Article 7. FEES

7.1.

Amounts of fees for posting the Sales Establishment's Listings, the terms of collecting them, the method of their calculation and the terms of issuing and sending invoices are provided for in Appendix No. 4 to the User Agreement (**Fees and Commissions**).

7.2.

In the case of the Sales Establishment's Listings concerning medicinal products (OTC drugs), no commissions shall be charged on the sales of Items.

Article 8. OTHER OBLIGATIONS OF USERS

The Seller shall keep own records of orders processed in the Sales Establishment's Account as per the requirements of Article 68.3g of the Pharmaceutical Law Act.

II. MISCELLANEOUS

1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the User Agreement.
2. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.
3. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.