

## Terms and Conditions

### I. Definitions

#### 1.) Organiser

Legal entity or economic organisation without legal entity who asks for offer or who has resort to the Provider's Tender Organisation Services.

#### 2.) Bidder

Private entity, legal person or economic organisation without legal entity registered and invited to quote during a given electronic event, by the Organiser.

#### 3.) Guest

Private entity, legal person or economic organisation without legal entity invited to a given electronic event by the Organiser or the Provider in order to follow that event without quoting right.

#### 4.) Provider

eeebid.com Inc. and legal subsidiaries as eeebid Kft, S. C. eeebid SRL and eeebid.com Inc. o.s.

#### 5.) Users

Users are defined as a common group of the Organiser, the Bidders and the Guests.

#### 6.) Parties

Parties are defined as common group of the Organiser, the Provider, the Bidders and the Guests.

#### 7.) Electronic event

Process of request for quotation organised on the home page insured by the Provider [www.eeebid.com](http://www.eeebid.com). To comprehend selling and procurement auctions too.

### II. Contractual relation

1.) The electronic event and other related services are assured according to the separate contract between the Provider and the Organiser with accordance with present document.

2.) Trilateral contractual liaison between the Organiser, the Bidder and the Provider is getting in force by the first enter of the Bidder on electronic tender system with Bidder's agreement of

present document at the same time. Users accept that cognition of Services Detailed Regulation is their own responsibility at any time entering to the internet sites of [www.eebid.com](http://www.eebid.com).

3.) Bidder confirms, that he is conscious about the information fixed in the documents of the Provider and the Organiser, as the options determined in the Organiser's inviting applications.

### III. Rights and obligations

1.) The Provider is just working as agent between Organiser and Bidders, offering contract possibilities. The Provider strictly underlines its irresponsibility about whatsoever controversy arisen between the Organiser and the Bidders.

2.) The representative of Bidder takes full liability, that he is empowered to sign contracts for the entity he is representing.

3.) Bidder agrees, that every bid or quote placed through the internet site [www.eebid.com](http://www.eebid.com) is legally binding without further confirmation for 30 days, if other not mentioned in the Organiser's inviting applications.

4.) Bidder agrees that the Organiser is not obliged to award of contract to the best or any of the Bidders. According to Government Decree 257/2007. (X. 4.) [HU] 22 § (2) public procurement procedures are exceptional to this disposal.

5.) Parties accept that the Organiser may modify inviting applications before the electric event. In this case Organiser is responsible for informing Bidders.

6.) Parties agree not to give out any data known during bidding processes to third party. Bidders own offers are exceptions.

7.) All data stored by any of Users of the internet sites of eebid.com.Inc. or data archived by the Provider are taken with care and secrecy by the Provider.

8.) Provider's services must be used for legally accepted aims.

9.) Users accept that all data recorded at the registration required for identification for entering to the electronic marketplace are stored in the Companies Directory and Database of Provider.

10.) Use of electronic tender system of the Provider is the own responsibility of each User.

11.) No information or code obtained from the internet sites of eebid.com Inc. may be stored by browser, distributed or resold without prior written consent of the Provider.

12.) Users agree that any disfunction of internet connection, internet browser or network system is out of Provider's responsibility.

13.) Parties accept to be full liable to the aggrieved party by violating any order of this document or by violating any order of Services Detailed Regulation.

#### IV. Security orders

1.) Parties accept, that in case of any trial of entering their computing system of any incompetent agent (hacker, cracker) let Provider know about as soon as they realize the event. Any harm caused by a hacker is taken as 'force majeure' by all Parties.

2.) Users must not attach any program or tool which can menace the integrity or normal use of Provider's tender system. Otherwise the Provider might remove or delete them.

#### V. Adjudication of controversy

1.) For Hungarian organisations and Hungarian Bidders the Hungarian Law applies to any dispute.

2.) US law applies to any legal disputes between eebid.com Inc. and the Organiser or Bidders. Default court is the district court of Dover in Delaware, USA.

Having any further question related to the present Terms and Conditions contact one the following office of the Provider:

##### Hungary

eebid Kft. representative: Gabriela Aust, General Manager, seat: 1051 Budapest, Nádor u. 23., telefon: 06-1-373-0552 fax: 06-1-700-4584, email:[eebid@eebid.hu](mailto:eebid@eebid.hu) , VAT number: 12555992-2-41

##### Romania

SC eebid SRL, representative: Ciprian Dabija, nominee General Manager, seat: 500007 Brasov, Bdul Eroilor nr. 3A. telefon: +40-268-543489, fax:+40-368-818974, email: [office@eebid.ro](mailto:office@eebid.ro) , VAT number: R13295779

##### Czech Republic

eebid.com Inc. o.s. representative: Pavel Marik, General Manager, seat: 130 00 Prague 3, str. Slavikova 14. telephone / fax: +420-222-727-320, VAT number: 003-270 92 283