



INTERNAL REGULATIONS FOR THE ELECTRONIC AUCTION PLATFORM

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CHAPTER I - PURPOSE - DEFINITIONS

Article 1: The purpose of the Regulation

1. The present Regulation designates the provisions and rules governing the Electronic Auction for agricultural food products (hereinafter referred to as «the E – Auction System»).
2. At the E - auction System may participate as users, members of the Chamber of Kilkis, the Greek-Italian Chamber of Thessaloniki, the Greek-German Chamber of Commerce and Industry and the Chambers of Gevgelija and Kavradaci of the Former Yugoslav Republic of Macedonia (FYROM), as well as other Chambers of Commerce in Greece, the Bilateral Chambers of Commerce, and every Chamber legally operating within the European Union and the European Economic Area (EEA).
3. The E - Auction System has as its general objective, the strengthening of the cooperation between the traders in the cross-border region of Greece and the Former Yugoslav Republic of Macedonia (FYROM), the development of common approaches and initiatives regarding the strengthening of local economic activities, the promotion of innovation, the export activity of enterprises in the cross-border region, which will be carried out through the promotion of specific categories of agricultural food products, namely indicatively and not restrictively grain, wine products, fruit and vegetables, milk, milk products, meat and herbs.
4. The conditions and rules set out in the present Regulation shall be considered essential in their total and binding for every User of the System, who has to comply with them. The participation in any Online Auction implies the unconditional acceptance of all the conditions and rules of this Regulation.

Article 2 : Definitions

1. The following terminology is defined for the purposes of this Regulation:
 - a. **E - Auction System:** An online regulated market for trading, sale and purchase of agricultural food products, namely indicatively and not restrictively grain, wine products, fruit and vegetables, milk, milk products, meat and herbs, which operates through an Online Platform, accessible even from remote regions, where only the Accredited Users are able to participate.
 - b. **Online Platform:** An Online infrastructure, aimed at the trading, sale and purchase of agricultural food products, namely indicatively and not restrictively grain, wine products, fruit and vegetables, milk, milk products, meat and herbs, among the Accredited Users.
 - c. **Chamber of Commerce:** Any legally operating Chamber in a Member State of the European Union, either of the European Economic Area (EEA), either in the Former Yugoslav Republic of Macedonia, which can be indicatively and not restrictively Commercial, Industrial, Craftsmen's or Professional.
 - d. **Administrator:** An authority which represents the Management Committee of the System for flexibility and efficiency reasons during the performance of its assigned authorities.
 - e. **Users:** Each accredited individual enterprise/legal entity and/or a group of individual enterprises/legal entities, which must mandatorily be a member of any legally operating Chamber in a Member State of the European Union, or the European Economic Area (EEA), either in the Former Yugoslav Republic of Macedonia and which may be involved in this E - Auction System either as a Bidder or as Participant.
 - f. **Auctioneer:** Each accredited individual enterprise/legal entity and/or group individual enterprises/legal entities, who creates a new auction.
 - g. **Participant:** Any accredited individual enterprise/legal entity and/or group individual enterprises/legal entities, who participates in an ongoing auction by submitting one or more bids.
 - h. **Markets:** Online markets which are governed by the Special Product

Regulations.

- i. **Special Product Regulations:** Regulatory documents which define the online provisions and conditions of trading agricultural products and their characteristics, the provisions of payment and terms of delivery/collection, and any other event or fact following the completion and conclusion of the electronic transactions, which could affect their execution.
- j. **Password:** Is a string of characters which can be used by the Accredited Users, in order to log in a computer and have access to files, programs and other resources. Passwords can ensure that the access to the computer is permitted only to authorized persons for this purpose.
- k. **Products:** Agricultural food products are indicatively and not restrictively grain, wine products, fruit and vegetables, milk, milk products, meat and herbs cereals, wine products, fruit and vegetables, milk, milk products, meat and herbs.
- l. **Bids:** Each Accredited User of the E - Auction System interested in acquiring/ disposing a quantity of products through an Online Auction, can make a bid equal to the amount he wishes to acquire/sell.
- m. **Starting Price:** The price set by each Highest Bidder when the auction starts.
- n. **"Stock" Price:** The minimum price shall be reached in order the Highest Bidder to accept the result of the auction. If the stock price is not reached, the Highest Bidder has the right to refrain from engaging in any transaction with respect to the auctioned products.
- o. **Step increase/Decrease of Bid:** The minimum acceptable increase to the system (in the case of outbidding auction) or the minimum acceptable reduction by the system (in the case of lowest bidding auction) of an ongoing bid in auction, shall be set out: (a) either by the user during the creation of the auction (b) or in an automatic way in accordance with a framework that sets an automatic amount per different price range, and constitutes in any event an improvement of the initial bid, given that allows continuous improvements - either upwards or downwards, depending on the type of auction- of the price.
- p. **Price of "Direct Market":** The price which may be set by the Auctioneer and which allows the termination of the auction immediately and the declaration of

the bidder as the Highest Bidder, when an equal bid is made by any bidder.

- q. **"Current Price"**: The best price arisen after the submission of the last bid, while the auction is in progress.
- r. **Overriding Bid**: During the conduct of the Auction as overriding bid is defined the bid with the highest price in the case of outbidding auctions. The achievement of the sought price does not mean cessation of the Auction at that point. The Accredited Users shall continue to submit their bids by the end of the auction, including any extensions thereof.
- s. **Highest Bidder**: Any individual enterprise/legal entity and/or group individual enterprises/legal entities, which was awarded with the total or part of the auctioned products and which undertakes to pay the total amount due for their acquisition, within the period specified in the act of the adjudication.
- t. **Seller**: Any individual enterprise/legal entity and/or group individual enterprises/legal entities, that has created an auction, which resulted in the award of the total or part of the auctioned products and is committed to deliver them, within the period specified in the act of the adjudication.
- u. **Duration of an auction - extension**: The duration of the auction, namely the start time and end is fixed in the auction. There is a possibility of automatic extension, which shall be equal to 1/10 of the original auction time and is activated in the event that at the end of the initial period of the auction has not been achieved the stock price. The number of extensions may be determined in the auction.
- v. **Type of auction**: An auction may have one of the following forms:
 - i. **Auction of "Total Quantity"** : It is for an outbidding type of auction, in which the total quantity of products is auctioned. The seller establishes the starting price, the stock price, which is unknown to the bidders, presumably the price of direct market, the rate, namely the step increase of the bid, in which the new bid of each participant must be increased, during the auction. The auction shall be carried out for a certain period of time, and as the Highest Bidder shall be designated the one who has submitted the highest bid at end of the auction. Each participant may submit more than one bid. Each new bid which is

accepted by the E - Auction System cancels all the previous bids of the same bidder.

ii. **Auction of "Multiple Quantities:** It is for an outbidding type of auction, in which are auctioned multiple quantities of products. The Seller establishes the starting price per quantity of products and the rate, namely the step increase of the bid, in which the new bid of each participant must be increased during the auction. The participants make bids for specific quantities that they desire at the price they are willing to pay. The completion of the process ends with the purchase of the desired quantity of each participant, starting with the participant offering the highest price, until the exhaustion of the auctioned products. In this type of auction are announced more than one Highest Bidders.

2. **Language:** The auction will be conducted only in the English language. The Online Platform provides translation of the auction from the English language accordingly, in Greek, Italian, German and in the official language of the Former Yugoslav Republic of Macedonia.
3. **Currency:** The Online Auction will be carried out in the currency of euro (EUR). The V.A.T will not be included in the bid. The conversion of euros to dollars will be based on "the Euro-US Dollar reference rate ", as defined by the relevant platform tool.

CHAPTER II: COMMITTEES

Article 3: Management Committee

1. The Management Committee is a collective body, which has the task to control the contribution of the hereunder mentioned requirements for the accreditation of the Users, the evaluation of the progress made with regard to the achievement of the objectives of the E - Auction, and generally, the monitoring of the efficient and proper application of its operation, in accordance with the provisions laid down in the present Regulation.
2. The Management Committee is consisted of five regular members and five alternate members, where the Chamber of Kilkis, the Greek-Italian Chamber in Thessaloniki, the

authority with the name "Foundation for Local and IT Development" of Gevgelija in the Former Yugoslav Republic of Macedonia, the Greek-German Chamber of Industry and Commerce in Thessaloniki and the municipality of Kavadarci in the Former Yugoslav Republic of Macedonia, have in particular the right to define one regular and one alternate member.

3. As President of the Management Committee shall be defined the member which will be proposed by the Chamber of Kilkis.
4. The Committee shall meet by the presence of its President and of all its members, deciding with the majority vote.
5. An accredited administrator supports and represents The Committee during the exercise of the assigned responsibilities.

CHAPTER III: ACCESS AND RIGHT TO USE - PROCEDURE OF ACCREDITATION

Article 4: Access and use of the E - Auction System

1. Access and use of the E - Auction system shall have only the Registered and Accredited Users, as defined in the Article 5 and those who meet the conditions described in the Article 6 of the present Regulation.

Article 5: Accredited Users

1. The Accredited Users may execute within the E - Auction System the following activities:
 - Create auctions and receive bids from other users;
 - Receive bids of purchase;
 - Submit one or more bids in the Online Market within the framework of active auctions.

Article 6: Conditions for participation of the Users

1. Users must meet the conditions set out below on a permanent basis:
 - a. To be a member of any legally operating Chamber in a Member State of the European Union, either of in the European Economic Area (EEA), either in the Former Yugoslav Republic of Macedonia, by indicating their special profession

and having registered office of their commercial activity in the region of the Chamber of which they are members, in accordance with those set out in paragraph 1a,

- b. To be registered in the Commercial Register (G.E.M.I.) maintained by the aforementioned Chambers or in corresponding Register of Public Authority, in the case of Accredited Users established in the Former Yugoslav Republic of Macedonia or in a Member State of the European Union,
 - c. To have, through their instruments the capacity to contract, namely to undertake responsibilities,
 - d. Shall not be under bankruptcy, liquidation, lay off, compulsory administration, composition in bankruptcy, pre-bankruptcy restructure or other similar condition or not have filed an application for the opening of the conciliation process of the Articles 99 and afterwards of the Act with number 3588/2007 or equivalent procedure, in accordance with the law of the country of the origin of the Accredited User or shall not be in the case of legal entities - in common or special liquidation and also not be under bankruptcy, liquidation, lay off, compulsory administration, composition in bankruptcy, pre-bankruptcy restructure or other similar situation or other corresponding procedure, in accordance with the law of the country of the origin of the Accredited User,
 - e. Shall not have been issued against them or against their legal representatives in the case of legal entities -in particular in the case of G.P. and L.P. companies against their general partners and their managers, where it is an L.T.D. company, against their managers, in the case of an S.A. company, against the Chairman and the Directing Manager and against their legal representatives of any other legal entity- irrevocable condemning judicial decision, for one or more of the following offenses: participation in a criminal organization corruption, fraud, money laundering, embezzlement, extortion, forgery, perjury, bribery and fraudulent bankruptcy.
2. If some of the Accredited Users are joint-ventures, cooperatives or associations, all the above conditions must be met by each participating member of these natural or legal entity.

Article 7: Registration process and accreditation of the Users

1. In order to participate in the system the Users must be registered and bear the required accreditation by the Administrator. For their registration, they shall complete their information in the Online form which is available on the web portal of the auction, www.e-auctionmarket.eu , where they complete the User Name and the Password with which they would be able to enter to the platform. With the completion of the procedure, the User receives a confirmation e - mail of his registration and information for the activation of his account.
2. For the activation of User's account from the Administrator, the prospective Users should send the following electronically and/or by writing means to the Management Committee of System, in order to obtain the required accreditation (a) the **Application of Accreditation**, where they should indicate responsibly that they meet the conditions set out in the Article 6 of the present Regulation (b) **registration act at the country's VAT Register** and (c) **registration act at the Chamber**, in which they are registered.
3. Depending on the country of installation of the Chamber, the documents referred to in paragraph 1 of the present Article shall be drawn up in the Greek or in the official language of the Former Yugoslav Republic of Macedonia. The documents can be drawn up in the Italian or in the German language, given the fact that participate Users, who are members of the Greek-Italian Chamber of Thessaloniki and the Greek-German Chamber of Commerce and Industry. For any other category of Users, drafted documents in other than the above mentioned languages are accepted and should be submitted together with a simple translation in the English language.
4. Within a period of three (3) calendar days from the receipt of the above documents, the Management Committee should carry out the accreditation of the applicant and inform the interested party by electronic means.
5. In the event of where the conditions laid down in the Article 6 of the Regulation are not fulfilled for the requesting User, the Management Committee is asking for an explanation and, if is deemed as not sufficient, rejects the request by informing the interested party by electronic means and in suitable time.

6. The Accredited User shall receive a confirmation email from the Management Committee of the Chamber, that he is accredited to negotiate at the E - Auction System and that his account is activated.
7. The Management Committee undertakes the responsibility to verify at least a time per year, the existence and the fulfillment of conditions set out in the Article 7 of the present Regulation, requesting further or more updated documents, provided that it is deemed necessary.

Article 8: Obligations of the Accredited Users

1. The Accredited Users should:
 - a. Act with diligence, correctly and in a transparent manner for the benefit of the smooth operating of the market,
 - b. Comply with the present Regulation, the Special Regulations of Products, to complete the technical and functional documentation accompanying the registration process in the list, as well as subsequent amendments,
 - c. Ensure the compliance with the requirements of the Articles 6 and 7 of the present Regulation and
 - d. Notify for any changes to their information while submitting the Accreditation form.
2. The Accredited Users, by their participation in the present E - AUCTION system, commit themselves to that:
 - a. the possession and the trading of the products offered is not illegal,
 - b. the products offered do not have any actual and/or legal defects and
 - c. the products offered do not violate the Specific Regulations of Products, the existing legislation and also the fair trading practices,
 - d. in the event of their designation as Highest Bidders, they shall pay the total purchase amount due, in the period set out in the act of adjudication and
 - e. in the event that they act as Auctioneers, they shall proceed without any delay with the act of adjudication, in the required actions of shipping and delivery of the Auctioned Products.

3. The Accredited Users shall indicate the country of origin/production of the products, as well as the production, manufacture and/or treatment method.

Article 9: Revocation of the Accredited Users

1. The authorization of the Accredited Users in the Online Auctions may be revoked:
 - a. on their request,
 - b. in the event that they cease to satisfy even one of the accreditation requirements referred to the Article 6 of the present Regulation,
 - c. in the event that they fail to fulfill one their obligations referred to the Article 8 of the present Regulation,
 - d. in the event that the Accredited User runs in default in accordance with the provisions of the Article 15 of the present Regulation,
 - e. in the event that is ascertained that any action on behalf of the Accredited User may harm the interests of either the E - auction System or others' Accredited Users interest, without any previous notice.
2. In the event of the loss of even one of the accreditation requirements, referred to in the Article 6, the Management Committee of the Chamber shall order the suspension of an Accredited User within five (5) calendar days from the time that the loss become aware of and communicate immediately with him in order:
 - a. To inform him of the condition that declines,
 - b. To put a period so as the Accredited Participant/User to present his claims but not less than ten (10) calendar days from the date on which the Management Committee has taken note of this loss.
3. After the expiry of the time limit referred to in paragraph 2 of the present Article and if the claims of the Accredited User are rejected, the Management Committee shall proceed to the immediate revocation of the Accredited User, in accordance with paragraph 1 (b) of the present Article.
4. The User, whose accreditation has been revoked in accordance with paragraph 1,

subparagraph (a) of the present Article, may request his re-accreditation in accordance with the procedure described in the Article 7, provided that he satisfies the conditions of the Article 6 of the present Regulation.

5. The User, whose accreditation has revoked in accordance with paragraph 1 (c), (d) and (e) of the present Article, may request his re-accreditation in accordance with the procedure described in the Article 7, after at least two (2) years, provided that he satisfies the conditions of the Article 6 of the present Regulation.

CHAPTER IV: E - AUCTION SYSTEM - POWER OF BIDS - METHODS OF DELIVERY AND PAYMENT

Article 10: E - Auction System - Participation - Password

1. The E - auction System is exclusively a web site of auctions conducting, otherwise a software application for the conduct of online auction, which its Administrators have created in accordance with the instructions and the needs of potential users.
2. The Accredited Users acquire, during their registration at System, a Username and a Password, which makes it possible for them to enter the E - Auction System and participate in the Online Auction.
3. In the event of loss or in any way infringing on the password, the Accredited User shall inform immediately the Administrator, so that the latter to carry out all the necessary actions, as well as for all the activities of the Password, since the loss until the notice of the Chamber. Similarly, in the event of the depart of the person who is specifically authorized to use the password or alteration of its duties in relation to the E - Auction System, the Accredited User must inform the Administrator. Contrary to this event, no responsibility lies with the Administrator for the actions, the results and the intended use of the password.
4. The Administrators may cancel a Password and dismiss an Accredited User of the E - Auction System, even during an auction, in any case of the infringement of the provisions of the present Regulation, without bearing any responsibility.
5. For safety reasons, during the auction may not be permitted a manifold (apart from one) simultaneous login (multiple logins) at the E - Auction System, with the same

password.

Article 11 : Accepted Bids

1. During the conduct of the Auction, a bid from an Accredited User is accepted only if it meets simultaneously the following two criteria:
 - a. **To be time valid.** The bid shall be deemed to be time valid when it is received by the E - auction System during the auction and its extensions. The validity of a bid's time is calculated only in accordance with the time of receipt and processing of a submitted bid by the system and not from the time of the bid's arrival in the system, neither from the time of dispatching referred to as an indication to the display of the Accredited User. In the event that the submitted bid includes more than one bid prices, then there is no unique processing time of the total of the bid but each price submitted through the bid has as current reference time, the processing time of this price separately. Every time valid bid is deemed to be submitted and accepted or rejected according to the mentioned below.
 - b. **To be accordant with the rule of each auction.** Each auction may have a particular type, in accordance with the procedures laid down in the Article 2 of the present Regulation. Each type has specific rules (lower price, combination of price and quantity, combination of price and time submission, etc.). The type and the rule are referred to the terms of each auction. Every time a bid is submitted to the E - Auction System, an indication (message) returns on the screen of the Accredited User regarding whether it is accepted or not. A bid which does not comply with the provisions sent by the Auctioneer, is not accepted by the E - Auction System and is considered to be undone and is not taken into account in any point of the auction.

Article 12 : Power of bids

1. Once a bid is accepted from the E - Auction System, cannot be revoked. Bids shall be considered valid only via E – Auction System and only during the auction.
2. Each new bid which is accepted by the E - Auction System, cancels all previous bids by the same Accredited User.

3. Bids submitted in the Online Auctions shall not be under conditions, clauses or restrictions.

Article 13: Publicity of information and of Accredited Users during and after the expiry of the auction

1. Key elements that appear at any time as an information on the screen of each Accredited User is:
 - a. The starting price set by the respective Auctioneer,
 - b. The step increase/decrease of a bid,
 - c. Special signal next to every category products, which shows if it has been met the stock price. It should be noted that, when the price is reached, it shall be indicated,
 - d. The remaining time of an Online Auction, otherwise the time of expiry,
 - e. The classification of each Accredited User, provided that he has submitted an active bid in the Auction (Note: In the event of equal bids, the ranking is defined only by the prices offered, separately from the time of submission at the E-Auction System) and
 - f. The time of the E - auction System.
2. The names of the Accredited Users who submit bids, as well as the total number of them is not available to other users during the conduct of the auction.
3. Similarly, the Accredited Users will have the opportunity to know the highest or lowest existing bid of the Electronic Auction.
4. The Accredited Users may not be permitted to conclude comments in their bid, nor shall be taken into account during the course of the Online Auction.
5. The Administrators shall be entitled to publish and notify in their web pages the final price of their awarded products without any remuneration or compensation, after the expiry of the auction. The Accredited Users shall expressly consent to the above described publication and announcement.

Article 14 : Methods of payment

1. The methods of payment are set out in terms of the Online Auction and cannot be altered.
2. In any case, as methods of payment shall be deemed the undermentioned Systems of Electronic Payments, provided that they comply with the applicable provisions:
 - a. Wire transfer of funds/amounts, through the bank, from the bank account of the Buyer in the bank account of the Seller,
 - b. Checks and
 - c. Electronic checks.
3. The electronic cross-border payments in euro are carried out in accordance with the applicable provisions.

Article 15: Shipping, payment and delivery of products

1. In the Online Auctions, where the Auctioneer is the Seller, after the expiry of the Online Auction, the act of adjudication shall be sent immediately to the Highest Bidder- Buyer in the case of a "Total Quantity" auction, or to the Highest Bidders-Buyers in the case of a "Multiple Quantities" auction. The act of adjudication has the form of an e-mail, confirming the adjudication in his/their name/s of the total or the part of the auctioned products and referring to details of the total amount due, so as to acquire/s the auctioned products. Respectively, with the expiry of the Online Auction, shall be sent to the seller the act of adjudication without any delay, confirming the name/s of the Highest Bidder/s -Purchaser/s, as well as the total amount due from the latter in order to acquire the total or part of the Auctioned Products. The issuance of the aforesaid act, constitutes the act of adjudication of the Electronic Auction and shall be sent immediately by the E – Auction System at both the Auctioneer-Seller and the Highest Bidder/s-Buyer/s.
2. The act of adjudication at paragraph 1 of the present Article constitutes an integral part and the contract is deemed to be concluded, with the electronic download from both the Auctioneer and the Highest Bidder/s. Therefore, as the time of conclusion of the contract shall be deemed the time of download of the act of adjudication. The contract document that follows has only probatory force.

3. The final amount includes the closing amount of the Auction and was the bid of the Auctioneer Seller/Buyer plus the V.A.T.
4. The Auctioneer and the Highest Bidder/s are obliged to sign the written contract within the time period settled at the act of the electronic adjudication.
5. The carriage of goods constitutes subject-matter of the agreement of the two trading parties.
6. The buyer shall be obliged to pay to the seller the total amount due by one of the methods referred to the Article 14 of the present Regulation, within the time limit after the delivery of the auctioned products, specified in each Auction. After the expiry of this time limit, the Buyer runs in default and is encumbered by the coverage of any storage costs of the auctioned products.

CHAPTER V: DEFECTS - PENALTY CLAUSE AND RIGHT TO RESTITUTION

Article 16: Products with legal or actual defects

1. In the event that the products received by the Buyer are wholly or partly defective or altered or lack of any agreed properties, the Buyer shall be entitled to claim, without any further encumbrance, and the Seller shall be obliged to proceed to the replacement of the quantity of products which are defective, altered or lack of any agreed properties.
2. In the concluded contract may be stipulated the mediation procedure, without an expert, for the detection of defectiveness, alteration or the lack of agreed properties of the products.

Article 17: Penalty clause and right to restitution

1. In the event that the Buyer/Highest Bidder runs in default in accordance with the provisions set out in paragraph 7 of the Article 15 of the present Regulation, it is imposed to him the penalty clause, set at the percentage 25% of the value before V.A.T of the auctioned products awarded to him. Without any prejudice of Seller/Auctioneer's every legal right to claim restitution for any further liquidated and expected damages he underwent due to non-fulfillment of Buyer's financial obligation.

The above penalty clause shall be paid by the Buyer/Highest Bidder to the Seller-Auctioneer.

2. In the event that the Seller runs in default in accordance with the Article 15 (5), the Buyer, without any prejudice of his legal right to claim restitution for any further liquidated and expected damages he underwent due to non-fulfillment of Seller's prompt delivery obligation.
3. The Participant and the Auctioneers accept fully and unreservedly the above penalty clause, by their participation in each auction of the present E - Auction System.

CHAPTER VI: INFRASTRUCTURE - EDUCATION - VIRTUAL AUCTION

Article 18: Infrastructure accredited Users

1. For the participation of the Accredited Users in the E - Auction System is required the following infrastructure:

Network:

- The Accredited User in order to connect to the E-auction System of the Chambers, should have a connection to the Internet
- E-mail account through an Internet service provider (ISP).

CHAPTER VII: LIABILITY - SECURITY - TECHNICAL PROBLEMS

Article 20: Liability-Guarantees

1. The Administrators of the E- Auction System simply provide a web site where the auctions are carried out. It should be emphasized that there are not brokers, do not participate in trades of the Accredited Users, are not involved nor have jurisdiction with regard to the content, the substance, the purpose, the result and the completion of the transaction or provide any guarantee on the above.
2. The Administrators of the Auction System are not involved in the control of personal data of the legal representatives or persons that the Accredited User has specifically authorized to use the Passwords on his behalf and do not guarantee their accuracy.
3. The responsibility for the accuracy, quantity, quality, actual and legal defects of

products which are the subject-matter of the auction, belongs exclusively to the Accredited Users. The Administrators bear no responsibility for them. The Administrators of the E-Auction System are not liable for any judicial or other disputes arising between the Accredited Users, nor bear any liability for restitution of any nature.

4. It is prohibited to use the System for illegal purposes or contrary to the fair trade practices. Each Accredited User is obliged to comply with the Terms of Use and the provisions of the Regulation, to use the system wisely and carefully, and to refrain from any action which may adversely affect the function of the System or third party rights.
5. The bids submitted by the Accredited Users are binding and may not be revoked, except if it is provided otherwise in the auction procedure.
6. The time and the duration of the auction as determined by the Auctioneer, are counted from the System.
7. The Administrators of the Auction System are not responsible for any transmission delays, reception, processing and dispatch of bids via the Internet).
8. The Administrators of the Auction System do not provide any guarantee, nor they bear any liability for any indirect or expectation damages, loss of revenue, profits or data or any non-conducting auction or non-participation in auction procedure or non-awarding auction to any Accredited User caused or related to the access to the System or to the operation or the use of the System except fraud and gross negligence incidents. The use of the System implies the acceptance of the knowledge of its correct use and the rules of the auction, as they have been determined by the Auctioneer in a corresponding auction procedure.
9. The Administrators of the Auction System bear no liability for any misuse of the System.
10. The Administrators of the Auction System are not responsible for the non-performance or the defective performance of the System, due to or related to incidents of force majeure, including the damage of the telecommunications network or the internet.

ARTICLE 21 : Privacy

1. The Accredited Users declare that they know and have consented to the fact that the Management Committee generally may use and process of personal data of their legal representatives and/or the people who are authorized by their the Accredited Users to use the Passwords, namely specifically but not exclusively V.A.T, e-mail, telephone number, fax, etc.
2. The Management Committee generally guarantees that any use and processing of personal data will be limited to what is strictly necessary for the fullfilment of the purposes of the present Regulation and shall be subject to the applicable provisions.
3. No third party may have access to the data of the Accredited Users and the Management Committee is forbidden in general to provide personal data of the Accredited Users of the E - Auction System. The only authority which may have access to data of the Accredited Users are judicial, police and administrative authorities after a judicial decision.

Article 22: Technical Problems of the Chambers and the Accredited Users

1. The Administrators may undertake all necessary and possible steps to prevent the possibility of technical problems during the Electronic Auction.
2. In the event of a serious problem of the technical infrastructure of the E - Auction System, during the conduction of an Online Auction, the Management Committee of the Chamber reserves the right to intercept temporarily the auction procedure and to resume it after the abrogation of the problem, as well as to extent the duration of the auction respectively (with a minimum three minute extension), after the timely update of the Accredited Users.
3. In the event that the problem cannot be resolved, the Management Committee shall inform the Accredited Users regarding the problem and the Online Auction shall be canceled and repeated on a date and time that the Management Committee will

apprise the participants within a reasonable time via fax and/or their e-mail addresses.

4. In the event of a problem relating to the infrastructure (namely indicatively and non-restrictively the Internet connection, damage of the computer, voltage drop etc.) of an Accredited User or the failure of submission of a bid from an Accredited User, the Electronic Auction shall not be interrupted.

CHAPTER VIII: TAXATION - APPLICABLE LAW - ARBITRATION - MISCELLANEOUS PROVISIONS

Article 23 : Taxation

1. Sales effected through the E – Auction System by the Accredited Users-Sellers who are established in Greece to the Accredited Users-Buyers who are established in the Former Yugoslav Republic of Macedonia (FYROM), are not encumbered with V.A.T in accordance with the Article 24 (1) of the Act with no. 2859/2000, which was ratified by the Code of Value-Added Tax.
2. In accordance with the Article 1 of the Decision of the Ministry of Economy with no. 1103551/8478/MULTI1262/93, for the exemption from V.A.T of delivery of products effected by a taxable seller established in Greece or by another person acting on his behalf to a purchaser located in the Former Yugoslav Republic of Macedonia (FYROM) are required the following:
 - a. Sales invoice, which shall be issued in accordance with the provisions of the Code for Books and Records. On the invoice, which must be attested by the Customs Authorities of the exporting, shall be marked the phrase "EXEMPTION FROM V.A.T DUE TO EXPORT".
 - b. A copy of the customs proof of payment of the export, intended for the file of the seller, as well as the copy no. 3 of the Single Administrative Document (E. D. E.), from which is attested the final export of products.
 - c. The proof of any intermediate bank, for the import or the recoupment or the legal assignment of exchange of the specific transaction.
3. The tax element issued must be delivered/shipped with the products to the buyer of

the Former Yugoslav Republic of Macedonia (FYROM).

4. For the other transactions between the Participants based in other Member States of the European Union or the European Economic Area (EEA), shall be applied the provisions in force.

Article 24 : Applicable Law/Jurisdiction/Arbitration

1. Transactions made through the Electronic Auction System shall be governed by the relevant provisions of Greek Law, namely indicatively but not restrictively the P.D. with no. 131/2003, which has adopted into Greek Law the Directive 2000/31/EC of the European Parliament and the Council regarding certain legal aspects of the society services of information, in particular of the electronic commerce, the Act with no. 2251/1994 regarding consumer's protection, as it has been amended by Act no. 3587/2007, which regulates, among other things, issues relating to sales by distance, the Act with no. 2472/1997 regarding the protection of individuals by automatic processing of personal data and the Act with no. 2774/1999 regarding the protection of personal data in the telecommunications sector.
2. For the resolution of any dispute arising out in connection with or from the application of this Regulation, as well as in relation to transactions carried out through the Online Auctions System, the Users may resort to arbitration before the Organisation of Arbitration and Mediation of the Greek-German Chamber (O.D.D.E.E.), since it cannot be resolved through consultation.
3. In particular, the Accredited User who is interested to resort to Arbitration should address his request to the O.D.D.E.E., indicating the written agreement between the parties for the inclusion of the dispute to Arbitration (namely the Regulation), the names of the parties or the names of the companies, the registered office and the address, a brief citation of facts, the description of the dispute to be resolved, the value of the subject-matter of the dispute and the designation of an arbitrator from the list arbitrators drawn up from the O.D.D.E.E. every three years.
4. The list of arbitrators the O.D.D.E.E includes persons who are distinguished by their ethics, their education, their experience, having significant activity in arbitration procedures and serving the legal science with objectivity and reliability.

5. Another essential condition is the transfer of the rights of Arbitration to the O.D.D.E.E together with the submission of the application, which set out in the application (depending on the amount of the value of the dispute) and under a special table of the Article 882 of the Code of Civil Procedure and the Article 33 of the P.D with no. 31/1979.
6. In any case, if one of the contracting parties does not desire to resort before the O.D.D.E.E for the resolution of the dispute which will arise in connection with the execution or interpretation of the terms of the present Regulation, then exclusively competent for the resolution of any dispute, arising due to the present or other executory contract of the Regulation, relating to the implementation or interpretation of these provisions or the Regulation, the exclusive jurisdiction belongs to the courts of the Hellenic Republic.

ARTICLE 25 : Miscellaneous provisions

1. The provisions and rules set out in the present Regulation may be amended from time to time by the legal representatives of the Chamber of Kilkis, the Greek- Italian Chamber of Thessaloniki, the Greek-German Chamber of Commerce and Industry and the Greek- Italian Chamber of Thessaloniki. In this case, the Administrators must inform by any means the candidate Participants through their website, before these amendments are applied. The participation in any Online Auction shall be deemed to unconditionally accepted, after the above disclosure of any amendments of the present Regulation.
2. The faithful observance of the present Regulation is left to the good faith of the Accredited Users.