

# MARCOLIN

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS CONDUCTED THROUGH THE PURCHASE PORTAL OF MARCOLIN

### 1. INTRODUCTION

- 1.1 MARCOLIN S.p.A. (**MARCOLIN**) is the owner of the purchase portal (the **Portal**).
- 1.2 MARCOLIN operates the Portal as a buyer (the **Buyer** or **MARCOLIN**).

### 2. SCOPE

- 2.1 The scope of this agreement (the **General Conditions**) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activities (the **Supplier** or the **Suppliers**), can take part as suppliers, when invited, in dynamic negotiation, request for quotation as well as other events (the **Events**), organized by the Buyer, through Marcolin's Technological Platform (the **Platform**), featuring proprietary hardware and software.
- 2.2 The implementation of Events shall be governed by "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Purchase Portal of MARCOLIN" (the **Regulations**) annexed to the General Conditions. The General Conditions and the Regulations shall represent the full and complete Agreement between every individual Supplier and MARCOLIN (the **Agreement**).

### 3. REGISTRATION TO MARCOLIN S.p.A.– PARTICIPATION IN EVENTS

- 3.1 The mandatory condition for utilizing the Platform is registration to the Portal. To this end, the Supplier shall communicate to MARCOLIN, in a truthful and proper fashion, all personal information and any other details deemed necessary or useful by MARCOLIN for identifying the Supplier (the **Registration Data**).
- 3.2 Upon registration, the Supplier shall choose one or more identification code(s) (User Id) and be awarded one or more Password(s) (*Password(s)*).
- 3.3 *User ID* and *Password* are strictly personal and non-transferable. The Supplier shall pledge not to disclose them to third parties and to store and safeguard them with the utmost care. The Supplier shall be held solely accountable for their use by third parties and, in any case, is fully committed to immediately notifying MARCOLIN in case of their theft or loss.
- 3.4 Following the registration, the Supplier, if invited, can participate in the Events through a personal computer, featuring a Web browser, connected to the Internet, in compliance with the minimum system requirements defined at the time by MARCOLIN. Purchase, installation and

configuration of Supplier's hardware and software are the sole responsibility of the Supplier.

- 3.5 The implementation of Events shall be governed, in addition to the Regulations, by a letter of publication, if any, specific to the Event or to a series of Events (the **Letter of Publication**) as well as by the provisions and definitions published online in the apposite information section of the Platform.
- 3.6 Participation in the events on the part of the Participants implies that they have read, understood and accepted (unless agreed differently), all contents of the documents attached by MARCOLIN to any single event. These attachments can be consulted online, accessing the participant's own Folder, by inserting their User ID and Password.

### 4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

- 4.1 With regards to Platform utilization, the Supplier agrees to:
  - (i) comply with the terms and conditions outlined in General Conditions, Regulations and the Letter of Publication;
  - (ii) refrain from conduct and behaviour which may be deemed anti-competitive, illegal, unlawful or in violation of third party rights and from spreading false, deceitful and illicit information;
  - (iii) treat data and information pertinent to each Event as strictly classified and confidential;
  - (iv) use and configure own software and hardware as to ensure the security of Events from the information technology view-point;
  - (v) If relevant, and in any case according to the specific documentation, to pay the seller fee which is agreed for each individual event with MARCOLIN according to the events in which the supplier participates.
- 4.2 With regards to Platform utilization, the Supplier declares and guarantees full ownership rights to and the availability of all data, information and contents provided to the Buyer. The Supplier also guarantees that the use of provided data, information and content pursuant to the Agreement shall not constitute breach of any third party rights, laws and/or regulations.

### 5. TERMINATION – DISCLAIMER OF AGREEMENT

- 5.1 MARCOLIN shall have the right to resolve the Agreement in case the Supplier breaches even a single one of the obligations pursuant to Articles 4 and 7.2 and in case of Supplier facing bankruptcy or other similar legal proceedings.

# MARCOLIN

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS CONDUCTED THROUGH THE PURCHASE PORTAL OF MARCOLIN

5.2 Except in the case outlined in Art. 5.3 below, MARCOLIN and the Supplier reserve the right to recede from the Agreement at any moment in time following a communication sent via fax or via e-mail, and later confirmed through registered mail with acknowledgement of receipt.

5.3 The Supplier shall not exercise disclaimer of agreement rights during the implementation of an Event in which the Supplier is a participant, including the awarding phase of the Event.

### 6. MARCOLIN LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 MARCOLIN shall in no way be deemed liable for any damage to the Supplier as a result of the utilization, malfunctioning, delayed or failed access and/or interruption or suspension in the use of the Platform including lost commercial opportunities, missed earnings, loss of data, damage to company prestige, request for damages and/or claims from Third Parties, caused by:

(a) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;

(b) faulty utilization by Supplier of the Platform;

(c) flaws in connectivity equipment the used by Supplier;

(d) breakdown of MARCOLIN's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

6.2 The Supplier acknowledges and accepts that: (i) MARCOLIN reserves the right to interrupt and/or suspend the utilization of the Platform and/or revoke the registration and activation at any moment in time through a routine notification to the Supplier without incurring any liability; (ii) the Platform can be used as is, devoid of guarantees of any nature; the Supplier shall therefore waive any warranty, specific or implied, including, by way of example only, the guarantee of compatibility for a specific use or scope; (iii) The obligations taken on by MARCOLIN according to the contract are obligations regarding methods and not results; (iv) Buyer shall not guarantee access, truthfulness, completeness, compliance with the law and respect of third party rights of web site contents to which users may be referred to through possible links entered on the Portal.

6.3 Considering that which is state in the previous

paragraphs and articles, MARCOLIN cannot in any case be called to compensate any damages for the Event to which any eventual damages compensation request may refer.

### 7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the Supplier through websites, the portal and software, are MARCOLIN's property, or licensed to MARCOLIN, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

7.2 The Supplier shall pledge not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Portal or received via the Platform without Buyer's specific written permission and for any purpose other than that of permitting access to Portal and utilization of the Platform.

7.3 In the case of violation of that which is stated in point 7.2, it is to be understood that Marcolin will have the right to be compensated for any damages that Marcolin might incur as a result of the aforementioned violation

7.4 The Supplier shall acknowledge that all Registration Data, as well as the data and information provided subsequently, shall be entered in a data base set up by Buyer on an exclusive-ownership basis.

7.5 For the entire Contract duration, the Supplier will provide MARCOLIN, at no charge, the non-exclusive right, with no territorial limitations, to use one or more of its company logos in order to carry out the obligations which form part of the Contract.

### 8. SAFEGUARDING PERSONAL INFORMATION

8.1 All information the Supplier has provided shall be processed by MARCOLIN in compliance with legislation governing the safeguard of personal information (the **Privacy Law**), for the objectives stated here below:

(a) the execution of obligations stated in laws and/or regulations at the national, EU and international levels;

(b) the use of the Platform, inclusive of the execution of every preliminary and subsequent activity;

(c) communications in relation to the services offered by MARCOLIN, as well as business opportunities and statistical surveys.

8.2 Consent for processing data for objectives stated in a) and b) above is necessary to fulfil both legal and

# MARCOLIN

## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS CONDUCTED THROUGH THE PURCHASE PORTAL OF MARCOLIN

contractual obligations. Consent for processing data for objectives stated in c) above is imperative for obtaining information on commercial opportunities available and also for a more effective use of the Platform.

- 8.3** The Supplier, duly notified about the afore-stated objectives, grants his consent for the processing of all personal information and their use by Buyer for:
- (i) objectives stated in a) and b)
  - (ii) objectives stated in c)
- 8.4** The party bearing ownership rights to all personal data shall be MARCOLIN, to whom the Supplier shall turn in order to exercise its rights under the Privacy Law, through a written notification to the address [marcolin-procurement@bravosolution.com](mailto:marcolin-procurement@bravosolution.com).

### 9. NOTIFICATIONS

All communications pertinent to the Agreement shall be submitted to:

- (a) concerning the Supplier, via e-mail, to the address the Supplier has given MARCOLIN upon registration;
- (b) concerning Buyer, via e-mail to the address [marcolin-procurement@bravosolution.com](mailto:marcolin-procurement@bravosolution.com).

Notifications may also be sent via fax or by registered mail with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has given Buyer; concerning Buyer, to the address reported in the appropriate section on the Portal.

### 10. AMENDMENTS TO GENERAL CONDITIONS

- 10.1** The Supplier acknowledges that MARCOLIN can amend the General Conditions at any point in time through a notification via fax or via e-mail to the Supplier, at the addresses stated in Article 9.
- 10.2** The Amendments shall be understood to have been tacitly accepted by the Supplier should Buyer not have received, within 15 days of the notification as in section 10.1, a communication from the Supplier expressing his refusal of the amendments. In any case, Supplier's continued use of the Platform shall imply unconditional acceptance of the amendments by the Supplier.
- 10.3** It is understood that the Supplier's acceptance of amendments shall not be partial and shall refer to their acceptance as a whole.
- 10.4** The Supplier shall retain the right to recede from the General Conditions subsequent to the notification pursuant to Art. 10.1.

### 11. CONFIDENTIALITY OF COMMERCIAL INFORMATION – INFORMATION TECHNOLOGY SECURITY

- 11.1** The data and commercial information relating to the implementation of each Event shall be treated by MARCOLIN as strictly confidential and reserved.
- 11.2** MARCOLIN shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

### 12. APPLICABLE LEGISLATION AND COURT OF LAW

**12.1** Controversies relating to the interpretation, execution or resolution of the Agreement, shall be addressed in accordance with Italian legislation and assigned to the exclusive jurisdiction of the Court of Belluno.

#### SUPPLIER'S STAMP AND SIGNATURE

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The Supplier hereby acknowledges subsequent to careful reading to specifically accept the provisions contained in the following Articles: Art. 3.6 (Designation of Main Account), Art. 3.7 (Activation of Operating Accounts), Art. 4 (Obligations and Guarantees of the Supplier), Art. 5 (Termination – Disclaimer of Agreement), Art. 6 (Buyer Limitation of Liability and Absence of Warranties), Art. 7 (Industrial and Intellectual Property Rights), Art. 10 (Amendments to Conditions for the Supplier), Art. 12 (Applicable Legislation and Court of Law).

#### SUPPLIER'S STAMP AND SIGNATURE

#### DATE

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Attachment: Regulations for participating in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Purchase Portal of MARCOLIN