



## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION OF SUPPLIER IN EVENTS CONDUCTED THROUGH THE LAMBERTI SUPPLY PORTAL

### 1. RECITALS

**1.1** Lamberti S.p.A. (hereinafter "Lamberti") is a company that engineers, manufactures and markets chemicals products for a wide range of industrial applications, and also uses e-procurement tools for its own supplies and for supplies of its subsidiaries.

Therefore, for the purposes of these general conditions (hereinafter the "General Conditions"), the term "Lamberti" means, as appropriate, Lamberti S.p.A. or a company controlled by it. With regard to control, for the purposes of the General Conditions, the notion set forth under Article 2359, paragraph 1, no. 1, of the Italian Civil Code, shall apply.

**1.2** BravoSolution S.p.A. (hereinafter "BravoSolution") is a company whose activities include the provision of support and consultancy services in the e-procurement sector as well as the design and supply of information technology solutions for the implementation of electronic Transactions.

**1.3** BravoSolution has been commissioned by Lamberti for the realization of the Portal [www.lambertisupply.bravosolution.com](http://www.lambertisupply.bravosolution.com) (hereinafter the "Portal") and for the management of the support services for using the Portal, such as, by way of example only, the Market Operation Center (help desk for Suppliers).

**1.4** The recitals form an essential and integral part of these General Conditions.

### 2. SUBJECT

**2.1** These General Conditions define the terms, methods and conditions based on which certain parties, operating within the context of their own business, institutional or professional activities (hereinafter, individually the "Supplier" and collectively the "Suppliers"), may use the tools available through the portal [www.lambertisupply.bravosolution.it](http://www.lambertisupply.bravosolution.it) in order to further the development of a possible sale (i.e., supply) to Lamberti.

The above can occur, including but not limited to, by means of (i) the participation by the Supplier in online events through the Dynamic Negotiation (i.e., auction) tool or Request for Quotation tool, (ii) the use of the Vendor Management tool, in this case used by Lamberti as a tool for the qualification of suppliers, or to participate in other types of events that can be carried out by the platform (as defined below). All the above events and tools for completing sales and purchases are hereinafter collectively referred to as the "Events", and will be organized by Lamberti in its capacity as potential buyer (hereinafter, the "Buyer") and produced by the technological platform (hereinafter, the "Platform"), consisting of Lamberti hardware and software.



**2.2** The implementation of the Events shall be governed by the “Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Lamberti Supply Portal” (the “Regulations”) annexed to the General Conditions and forming an integral and essential part thereof.

The General Conditions and the Regulations shall represent the full and complete agreement between each Supplier and Lamberti (the “Agreement”).

### **3. REGISTRATION ON THE BUYER’S PORTAL – PARTICIPATION IN EVENTS**

**3.1** The mandatory condition in order to participate in the Events is registration on the Portal. For this purpose, the Supplier shall communicate to Lamberti truthful and accurate personal information and any other details deemed necessary or useful by Lamberti in order to identify the Supplier (the “Registration Data”).

**3.2** Upon registration, the Supplier shall choose one or more identification code(s) (the “User ID”) and shall be granted one or more password(s) (the “Password”). The registration shall be deemed completed upon Lamberti activating the Password and User ID.

**3.3** The User ID and Password are strictly personal and non-transferable. The Supplier undertakes 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, shall immediately notify Lamberti in case of their theft or loss.

**3.4** Following the activation of User ID and Password, the Supplier, where invited, can participate in the Events through a personal computer, equipped with a Web browser, connected to the internet, in compliance with the minimum system requirements communicated by Lamberti.

The purchase, installation and configuration of the Supplier’s hardware and software remain the exclusive responsibility of the Supplier.

**3.5** The implementation of the 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 appropriate information sections of the Platform.

**3.6** The Supplier shall appoint a party authorized to operate on the Platform (the “Main Account”) by specifying his/her name in the appropriate space provided on the last page of the Agreement. In the absence of any specific appointment, the Supplier shall appoint the signatory party to the Agreement as the Main Account.

**3.7** Lamberti grants the Supplier the right to:

- (i) authorize other parties to operate on the Platform (the “Operating Accounts”);
- (ii) cancel such authorization, extend or limit the scope of rights granted to the Operating Accounts. It is understood that Lamberti may, at its complete discretion, decline the requests for authorization and/or extension of Operating Accounts forwarded by the Supplier.



## **4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER**

**4.1** With regard to the use of the Platform, the Supplier undertakes to:

- (i) comply with the terms and conditions set forth in the General Conditions, the Regulations and the Letter of Publication;
- (ii) refrain from any conduct or practice which may be deemed anti-competitive, or in violation of laws, regulations and/or third party rights, and from spreading false, misleading and unlawful information;
- (iii) treat data and information pertinent to each Event as strictly private and confidential;
- (iv) use and configure its own software and hardware so as to ensure the security of Events from an information technology standpoint.

**4.2** With regard to the use of the Platform, the Supplier represents and warrants that it has full ownership rights to or availability of all data, information and contents provided to Lamberti. The Supplier also represents and warrants that the use of such data, information and content by Lamberti pursuant to the Agreement shall not constitute a breach of any third party rights, nor of any laws and/or regulations.

## **5. EXPRESS TERMINATION CLAUSE – RIGHT OF WITHDRAWAL**

**5.1** Lamberti has the right to terminate the Contract with immediate effect and without prior notice, pursuant to and in accordance with Article 1456 of the Italian Civil Code, by means of a written notice of the wish to make use of this express termination clause to be sent to the Supplier via registered letter with return receipt, in the event of non-compliance of the Supplier with even only one of the obligations set forth under Article 4 herein above or Article 7.2 herein below.

**5.2** Without prejudice to the provisions of Article 5.3 below, both Lamberti and the Supplier shall have the right to withdraw from the Agreement at any time following a communication sent via registered letter with return receipt (and in advance via e-mail), with 30 (thirty) days' notice.

**5.3** The Supplier may not exercise its right of withdrawal during the implementation of an Event in which the Supplier is a participant, including the awarding phase of the Event.

## **6. LAMBERTI'S LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES**

**6.1** Lamberti shall in no way be held liable for any damage to the Supplier as a result of the use, 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 the company's image, 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) incorrect use of the Platform by the Supplier and/or the Buyer;
- (c) faults in the connectivity equipment used by the Supplier and/or the Buyer;
- (d) breakdown of Lamberti's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 (thirty) days.

**6.2** The Supplier acknowledges and accepts that:

- (i) Lamberti reserves the right to interrupt and/or suspend the utilization of the Platform and/or revoke the registration and activation at any time through a routine notification to the Supplier without incurring any liability;
- (ii) Lamberti does not guarantee the drawing up, if any, of a sale and purchase agreement;
- (iii) the Platform can be used as is at the time of access by the Supplier, and is devoid of guarantees of any nature. The Supplier shall therefore waive any warranty, express or implied, including, by way of example only, the warranty of suitability for a specific use or purpose;
- (iv) the obligations undertaken by Lamberti hereunder are best-endeavor obligations and by no means an obligation to achieve any result;
- (v) Lamberti does not guarantee the legal capacity and/or the good faith of any user of the Platform;
- (vi) Lamberti does not guarantee the access to, the truthfulness and completeness of, and the compliance with the law and with third party rights of the contents of any website to which users may be referred through any links inserted on the Portal.

## **7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

**7.1** The contents and information provided to the Supplier through the Portal, the Platform and the software used are exclusively Lamberti's property, or licensed to Lamberti by a third party, and are protected by copyright or other intellectual property rights (including database rights).

**7.2** The Supplier undertakes 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 Lamberti's specific written authorization and for any other purpose than that of permitting access to the Portal and use of the Platform.

**7.3** The Supplier acknowledges that all Registration Data, as well as the data and information provided subsequently, will be entered into a database set up and exclusively owned by Lamberti.



**7.4** During the whole duration of the Agreement, the Supplier grants Lamberti, free of charge and without geographical limitation, the nonexclusive right to use one or more of its distinctive marks (the “Distinctive Marks”) in order to perform the obligations hereunder.

## **8. NOTIFICATIONS**

**8.1** All notifications pertinent to the Agreement must be submitted via e-mail:

(a) if to the Supplier, to the address the Supplier provided to Lamberti upon registration on the Portal;

(b) if to Lamberti, to the following e-mail address: [info.supply@lamberti.com](mailto:info.supply@lamberti.com)

**8.2** When provided for in the Agreement, notifications may also be sent by registered mail with return receipt:

(a) if to the Supplier, to the address the Supplier has provided to Lamberti;

(b) if to Lamberti, to the address indicated in the appropriate information section on the Portal [www.lambertisupply.bravosolution.com](http://www.lambertisupply.bravosolution.com).

## **9. AMENDMENTS TO THE GENERAL CONDITIONS**

**9.1** The Supplier acknowledges that Lamberti may amend the General Conditions at any time through a notification via fax or via e-mail with proof of receipt to the Supplier at the addresses mentioned in Article 8.

**9.2** The Amendments shall be understood to have been tacitly accepted by the Supplier should Lamberti not have received, within 15 (fifteen) days of the notification made according to the previous article above, a written communication by registered letter with return receipt (sent in advance via e-mail) from the Supplier expressing his refusal of the amendments.

**9.3** In any case, the Supplier’s continued use of the Platform shall imply the unconditional acceptance by the Supplier of the amendments made by Lamberti.

**9.4** It is understood that the Supplier’s acceptance of the amendments cannot be partial and must refer to them as a whole.

**9.5** However, the Supplier retains the right to withdraw from the General Conditions subsequent to the notification mentioned under Article 9.1, to be carried out as per the indications given in Article 5.2.

## **10. AGREEMENT IN FAVOR OF THIRD PARTIES**

**10.1** The Supplier acknowledges that the Agreement is signed by Lamberti S.p.A., and also in favor of companies controlled by it. As a result, the rights in favor of the Buyer arising from the Agreement can also be invoked directly by the companies controlled by Lamberti to the Supplier.



## **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 Lamberti as strictly private and confidential.

**11.2** Lamberti shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

## **12. APPLICABLE LAW AND EXCLUSIVE JURISDICTION**

**12.1** The Agreement is governed by and shall be interpreted according to Italian law.

**12.2** Any disputes relating to the Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

## **13. PROTECTION OF PERSONAL DATA RELATING TO SUPPLIERS WHO ARE INDIVIDUALS**

If the Supplier is an individual, it shall pass on the Information on the processing of personal data pursuant to Article 13 of Italian Legislative Decree no. 196/2003, under the following terms.

### **13.1 Sources and purposes**

Personal data provided by the Supplier who is an individual will be processed for the following purposes:

- Implementation of pre-contractual negotiations and drawing up of any agreements;
- Management of the contractual relationship established and/or existing with Lamberti;
- Fulfillment of legal obligations relating to statutory, tax, accounting and employment law provisions.

All data referred to in subsequent paragraph 13.2 will be retained even after the termination of the contractual relationship for the completion of any tasks related to or arising from the conclusion of the relationship and for the purposes identified in the privacy notice under this Article 13.

### **13.2 Data types**

The Personal data being processed are common data available in public registers or documents (e.g., company name, address, VAT number, etc.), or technical/economical data relating to the contractual relationship under formation or existing with Lamberti.

### **13.3 Data processing**



“Processing of personal data” means the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, block, communication, disclosure, deletion and destruction. The processing can be with or without the support of electronic or automated tools and shall include, within the limits and conditions of Article 11 of Italian Legislative Decree no. 196, dated June 30, 2003, the communication to the parties referred to in subsequent paragraph 13.6.

#### **13.4 Data processing methods**

The data processing will be carried out with the help of computer systems, according to the methods set forth under the Privacy Code.

Such processing consists in the operations or sets of operations indicated in Article 4, paragraph 1, letter a) of the Privacy Code: the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, block, communication, disclosure, deletion and destruction of data, including data not registered in a database. It will be carried out by the Data Processing Controller and possibly also by third party service providers, who may act as Data Controllers and/or Data Processors.

#### **13.5 Nature of the provision of data and consequences of any refusal to provide data**

The provision of personal data - relating to the processing referred to hereunder - is optional and not mandatory. In the event of a failure to provide the requested personal data, or in the case of an objection to the processing of the personal data provided, it may not be possible to establish the contractual relationship or continue the existing relationship.

#### **13.6 Communication and disclosure**

The personal data of the Supplier who is an individual may be passed on, within the limits and for the purposes set forth in this notice, to public administrations pursuant to the law, as well as to third party suppliers of goods and/or services in the ordinary course and/or development of Lamberti's activities. Parties to whom the data will be passed on may act as Data Controllers appointed by Lamberti. In no event will the Supplier's personal data be disclosed.

#### **13.7 Rights of the Interested Party**

Article 7 of the Privacy Code grants specific rights to the Interested Party, including the right (i) to obtain from the Data Processing Controller confirmation of the existence, if any, of the Interested Party's personal data and their availability in an intelligible form, (ii) to know the origin of the data, as well as the reasoning and purposes on which the processing is based, (iii) to obtain the deletion, transformation into an anonymous form or the block of data processed in breach of the law, as well as the update, correction or, if desired, the addition of data, (iv) to object, for legitimate reasons, to the data processing.

#### **13.8 Data Processing Controller**

The Data Processing Controller (pursuant to Article 28 of the Privacy Code) is Lamberti S.p.A., with registered office in Via Piave 18, Albizzate, in the person of its legal representative pro tempore.



Lamberti

For any further information regarding the data processing, or to exercise the rights set forth under Article 7 of the Privacy Code, the Supplier may contact the Data Processing Controller on the phone number listed in the contact area or by writing to [info.supply@lamberti.com](mailto:info.supply@lamberti.com).

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The Supplier, in its capacity as legal representative, hereby acknowledges to have exactly understood and to expressly approve the provisions contained in the following Articles:

- **General Conditions:** Articles 3.3, 6.1 (limitation of liability); 3.7, 6.2, 9.2, 9.4 (limitations on the right to make objections); 5.2, 6.2 (right to withdraw from the agreement); 6.2 (right to suspend the execution of the agreement); 9.2, 9.3 (loss of right); 12.2 (applicable law and exclusive jurisdiction);

- **Regulations:** Articles 3.3, 4.3, 4.4, 5.2, 6.5, 10.3, 11.2, 11.3, 11.4 (limitation on the right to make objections); 6.2, 8.2, 8.3, 8.5 (right to suspend the execution of the agreement); 8.2, 8.6 (limitation of liability); 8.2, 8.3, 8.5, 8.6 (right of withdrawal).

**Attachment:** Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Lamberti Supply Portal.

**SELLER'S STAMP AND SIGNATURE** \_\_\_\_\_  
**DATE** \_\_\_\_\_