



REGULATIONS GOVERNING PARTICIPATION IN A DYNAMIC NEGOTIATION, REQUEST FOR QUOTATION AND ALL OTHER EVENTS PERFORMED THROUGH THE LAMBERTI SUPPLY PORTAL

(www.lambertisupply.bravosolution.com)

PART I: RECITALS, GENERAL PRINCIPLES AND PROVISIONS

1. RECITALS AND GENERAL PRINCIPLES

1.1 A Dynamic Negotiation consists in a mechanism for establishing, by electronic means, the necessary elements for entering into commercial transactions, namely the dynamic definition of price and other contractual conditions regarding the exchange of goods (the “**Goods**”) and/or services (the “**Services**”) (the “**Dynamic Negotiation**”).

1.2 The request for quotation is defined as the request to send and consequently submit, all by electronic means, a binding financial quotation and/or a binding indication of the technical-commercial terms and conditions in relation to the exchange of Goods and Services (the “**Request for Quotation**”).

1.3 The Dynamic Negotiation and the Request for Quotation shall take place between the Buyer and one or more Suppliers, with each Party operating within the range of its business, professional or institutional activity and registered on the Lamberti Supply Portal, through the submitting of quotations (collectively the “**Quotations**” and individually the “**Quotation**”) on the Platform.

1.4 The Regulations define methods for the implementation of a Dynamic Negotiation, Request for Quotation and all other events performed by means of the Platform, as well as the obligations and the rules that the Buyer and Suppliers are to comply with throughout the duration of each Event. Further specific provisions relating to the implementation of each Event, binding for both Buyer and Suppliers, are expressed in the Letter of Publication as well as other negotiation documentation within the Lamberti Supply Platform’s dedicated information sections.

1.5 The general principles that govern the implementation of Events and participation therein are the equality of conditions for all participants, transparency, good faith, fairness, confidentiality of information exchanged and compliance with the Law.

1.6 For reasons of clarity, terms starting with a capital letter but not specifically defined in the Regulations shall bear the meaning as given in the “**GENERAL TERMS AND CONDITIONS FOR THE SUPPLIER FOR PARTICIPATION IN EVENTS CONDUCTED THROUGH THE LAMBERTI SUPPLY PORTAL**” (the “**General Conditions for the Supplier**”).

1.7 For the managing of the activities described in this document Lamberti may make use of the operational support of the Market Operation Centre (MOC) of BravoSolution.



2. NOTIFICATIONS RELATING TO EVENTS

2.1 All actions and communications between the Buyer and the Suppliers, at every stage of the Event (including the preliminary stages, progress, award and any possible suspensions, interruptions, resumptions and/or cancellations), may be implemented under two separate operating modes and/or by a combination of both: a) online; b) offline. The actual availability of both operating modes shall be at Lamberti's discretion; Suppliers are bound to utilize the available operating mode.

2.2 The online operation mode implies that the Buyer and/or Suppliers upload data and Quotations, communicate and express their will by clicking on the appropriate icons available on the Platform and/or using the Platform's messaging tool.

2.3 The offline operation mode implies that the Buyer and Suppliers communicate by sending and receiving information, data, instructions and expressions of will via fax, e-mail or telephone.

3. PRELIMINARY STAGES

3.1 The Buyer shall forward to the Suppliers, through the Platform, an invitation to participate in the Event itself, thereby making all data regarding the Event (the "**Data**") available in the personal folders of invited Suppliers ("**Suppliers' Personal Folders**"), provided the Suppliers have been registered on the Lamberti Supply Portal and activated to participate in the Events.

3.2 The Buyer shall be entitled to amend the Data, including Platform configuration parameters, prior to the start of the Event (the "**Amendments**"), by notifying the Suppliers using Lamberti Supply Portal communication tools and/or through Lamberti.

3.3 The Suppliers' acceptance of the Buyer's invitation to participate in the Event is implicit subsequent to the issue of a Quotation during the course of the Event and the participation therein implies full and unconditional acknowledgement and acceptance of both Data and Amendments, including acceptance of the Platform configuration parameters as defined by the Buyer.

4. IMPLEMENTATION OF EVENTS – GENERAL PROVISIONS

4.1 The Suppliers acknowledge that for the entire duration of the Event, including preliminary and subsequent stages, and for the purpose of its implementation, closure, award and any interruption, suspension, resumption and/or cancellation, the Quotations issued, the notifications submitted, the official schedule as well as elapsed time shall be only those displayed on the Lamberti Supply Portal and by other recording and telecommunications equipment of Lamberti, and such recordings shall constitute full evidence of the reported facts and circumstances.

4.2 In case of discrepancies, Quotations effectively placed on and added to the Platform shall prevail on the contents of a file, attachments and other documents submitted or made available by the Suppliers during the Event.



4.3 The Suppliers acknowledge that the Lamberti Supply Portal will not allow them to view the identity of the other Suppliers during the course of the Event.

4.4 Notification of awarding or non-awarding to bidders in the Event is managed by the Buyer through the Lamberti Supply Portal subsequent to the conclusion of the Event, after allowing for an adequate period of time for the required technical evaluations. Possible electronic notifications of awarding and/or non-awarding of the Event sent via the Lamberti Supply Portal upon Event closure shall be considered as temporary and subject to the approval of the Buyer's competent corporate bodies. The awarding using the Lamberti Supply portal shall in no way represent any obligation of the Buyer to the Suppliers.

4.5 Each Event is configured according to the Platform parameters configuration using the Lamberti Supply Portal.

The parameters configuration adopted for each Event is described in the Buyer's Personal Folder, in the Suppliers' Personal Folders, in the information sections of the Lamberti Supply Portal and/or in the Letter of Publication or other Event documentation. Participation in the Event by Suppliers shall be deemed as implying complete acknowledgement of the configuration options defined by the Buyer and their unconditional acceptance.

4.6 Should a Dynamic Negotiation derive from a previously conducted Request for Quotation Event, the Suppliers shall acknowledge and accept that the Quotations submitted during the Request for Quotation stage may