

## GENERAL TERMS FOR SHOW OF INTEREST ON GRANAROLO PURCHASING PORTAL

### 1. INTRODUCTION

- 1.1 Granarolo S.p.A.** is the owner of the purchasing portal "*Granarolo Purchasing Portal*" (the **Portal**).
- 1.2** Granarolo S.p.a. operates on the portal in its own name and in the capacity of agent of the Companies forming part of the Granarolo Group (hereafter known in brief as **Granarolo**).

### 2. SUBJECT

- 2.1** The purpose of this document (the **General Terms**) is to define the terms and conditions by which certain entities, operating in the field of their business, institutional or professional activity (the **Interested Party** or **Interested Parties**), may show an interest in becoming suppliers of Granarolo S.p.a. and/or Companies forming part of the Granarolo Group (hereafter the **Show of Interest**). Granarolo S.p.a., to collect the Shows of Interest and the data of the Interested Parties, as well as to manage their profiles and, possibly, to select some to be invited to provide quotations, will use the technological platform of BravoSolution S.p.A. (the **Platform**), constituted by proprietary hardware and software.
- 2.2** The General Terms constitute the overall contractual agreement between each Interested Party and Granarolo (the Contract) in relation to the methods of submitting Shows of Interest and data of the Interested Parties, the issuance of credentials for accessing the Platform, the creation of the Account and the management of communications between Granarolo and the Interested Parties.
- 2.3** The General Terms and the contract do not constitute in any way a contract and/or a preliminary deed for the purchase of goods and/or services between Granarolo and the Interested Parties, and they do not constitute obligations for Granarolo to contract with the Interested Parties. The collection and analysis of Shows of Interest may not in any way be seen as the start of a negotiation and, therefore, the transmission of Shows of Interest will not bind Granarolo in any way. The latter may, at its discretion and without restrictions on motivation, decide whether or not to select the Interested Parties on the Platform for the request for commercial quotations (hereafter also just the **Invitation to provide quotations**). The Interested Parties, therefore, may not in any case invoke any reliance on the intention of Granarolo to contract, or claim indemnities and/or refunds for any costs and expenses incurred for submitting the Show of Interest or for quotations provided against invitations received.

### 3. REGISTRATION TO PORTAL

- 3.1** It is necessary, as a condition for registering and accessing the Platform, to have the availability of a personal computer, equipped with a Web browser, connected to the internet, according to the minimum configuration requirements required by Granarolo and indicated on the Platform. The Interested Party is exclusively responsible for purchasing, installing, configuring and updating the hardware and software. The show of interest is sent by registering and accessing the Portal. To that end, the Interested Party communicates, truthfully and correctly, its data and any information deemed necessary or useful by Granarolo for its identification (the **Registration Details**).
- 3.2** Upon registering, the Interested Party chooses one or more identification codes (*User ID*) and is assigned one or more keywords (*Passwords*). The registration is understood to be completed when Granarolo activates the *Password* and *User ID* (hereafter just **Credentials**).
- 3.3** The *User ID* and *Password* are strictly personnel and non-transferable. The Interested Party undertakes not to disclose them to third parties and to store them and protect them with the utmost diligence; it is deemed to be solely liable for their use by third parties, undertaking, in any case, to communicate immediately to Granarolo any theft or loss of the same.
- 3.4** Once the *User ID* and *Password* are enabled, the Interested Party may receive invitations to provide quotations.
- 3.6** The Interested Party designates, during registration, the name of the person authorised to use the Platform (the **Main Account**). In the absence of specific designation, the Interested Party designates the person who performs the registration (seen as the Contract signatory) as the Main Account.
- 3.7** Granarolo grants to the Interested Party the right to: (i) enable other persons to use the Platform (the **Operating Accounts**); (ii) revoke the authorisation, expand or restrict the scope of rights granted to the Operating Accounts. Granarolo may, entirely discretionally, refuse requests for enablement and expansion of the Operating Accounts received from the Interested Party.

### 4. OBLIGATIONS AND WARRANTIES OF THE INTERESTED PARTY

- 4.1** In relation to use of the Platform, the Interested Party undertakes to:
- (i) respect the terms and conditions indicated in the General Terms; (ii) not implement behaviours or practices that are anti-competitive, harmful of laws, regulations and/or rights of third parties and not disseminate false, misleading or unlawful information; (iii) treat the data and information relating to each invitation to provide quotations as strictly confidential and private; (iv) use and configure its software and hardware in such a way as to ensure the computerised security of communications with the Platform; (v) send correct and complete data, being liable for all damages and/or consequences deriving from the transmission of incomplete, untrue, misleading and/or deceptive information.
- 4.2** In relation to use of the Platform, the Interested Party declares and warrants to have full ownership or availability of the data, information and contents provided to Granarolo and that their use in accordance with the Contract and for the purposes provided in these General Terms does not violate any right of third parties or breach laws and/or regulations.

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

- 5.1** Granarolo has the right to terminate the Contract, with consequent exclusion of the Interested Party from use of the Platform, in the case of a breach by the Supplier of even just one of the obligations indicated in Articles 4 (obligations and guarantees of the Interested Party), and 7.2 (prohibition on disclosing information and contents received via the Platform or as a result of the show of interest); in that case, Granarolo is entitled to compensation for all damages suffered as a result of the breach by the Interested Party.
- 5.2** Granarolo has the right to withdraw from the Contract at any time subject to written communication to be sent by fax or by certified email with confirmation by recorded delivery letter with notice of receipt; the withdrawal will have effect upon delivery to the recipient.
- 5.3** Granarolo and the Interested Party have the right to withdraw from the Contract at any time subject to written communication through the online support in the “Supplier Assistance” section in the Portal; the withdrawal will have effect upon delivery to the recipient.

## **6. LIMITATIONS OF LIABILITY AND ABSENCE OF GUARANTEES BY GRANAROLO**

- 6.1** Granarolo is not in any way liable for any damage caused to the Interested Party by the use, malfunctioning, delay or lack of use and/or interruption or suspension of use of the Platform, therein including loss of commercial opportunities, loss of data, damage to image, claims for compensation and/or claims by third parties.
- 6.2** Granarolo hereby declares that it is unable to check that the Credentials issued, the Main Account and the Operating Accounts are managed by entities who are actually their owners and not by third parties. Granarolo also declares that, for its part, there are no methods applicable in order to prevent use of the Credentials and the Accounts (Main and/or Operating) by unauthorised entities. For those reasons, the Interested Party acknowledges and agrees that Granarolo does not accept any guarantee obligation or any liability in the event of registration and consequent issuance of Credentials in the name of the Interested Party by unauthorised entities, as well as if the Credentials and/or Accounts issued to the Interested Party are used by third parties.
- 6.3** The Interested Party acknowledges and accepts that: (i) Granarolo reserves the right to interrupt and/or suspend use of the Platform and/or to revoke the registration and authorisation at any time, subject to simple communication without incurring any liability; (ii) the Platform may be used as is, with no guarantees of any nature; the Interested Party, therefore, waives any guarantee, express or implicit, including, merely by way of example, the guarantee of suitability for a specific use or purpose; (iii) Granarolo does not guarantee the access, truthfulness, completeness, conformity with the law and respect of the rights of third parties of the contents of the websites to which any links included on the Portal may direct.

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

- 7.1** The contents and information offered to the Interested Party through the Portal are owned by Granarolo. The Platform and the software used are owned by BravoSolution S.p.A., are granted on licence to Granarolo and are protected by copyright or by other intellectual property rights (therein including rights over the databases).
- 7.2** The Interested Party undertakes not to download, reproduce, send, sell or distribute, in whole or in part, for any reason, the contents and information available on the portal or received via the Platform, therein including the invitations to provide quotations, without express authorisation in writing by Granarolo and for purposes other than that of allowing access to the Portal and use of the Platform.
- 7.3** The Interested Party accepts that the Registration Details, as well as the data and information provided later, will be entered into a database established by Granarolo under its exclusive ownership and managed in respect of the rules on privacy protection.

## **8. PERSONAL DATA PROTECTION**

- 8.1** The data communicated by the Interested Party will be processed by Granarolo in respect of the regulations on personal data protection (the **Privacy Rules**), for the purposes indicated in the Privacy policy available upon registration to portal.

## **9. COMMUNICATIONS**

Any communication relating to the Contract must be sent:

- (a) as to the Interested Party, by email or certified email (for communications relating to the exclusion of the Interested Party from use of the Platform or the termination of the Contract or withdrawal), to the address communicated by it to Granarolo with registration;
- (b) as to Granarolo directly through the online support in the “Supplier Assistance” section in the Portal.

Communications may also be made by fax (except for communications to be sent by certified email) or by recorded delivery letter with notice of receipt, if to the interested party to the address communicated by it to Granarolo, if to Granarolo through the online support in the “Supplier Assistance” section in the Portal.

**10. AMENDMENT OF GENERAL TERMS**

- 10.1** The Supplier accepts that Granarolo may amend the General Terms at any time, by communication by fax or *e-mail* to the addresses indicated in Article 9.
- 10.2** The amendments are understood to be tacitly accepted by the Interested Party if Granarolo does not receive, within 15 days of sending the communication indicated in Article 10.1, the communication of the intention of the Interested Party not to accept them. In any case, the continuing use of the Platform infers acceptance of the amendments made.
- 10.3** The acceptance of the amendments by the Interested Party may not be partial and is understood to refer to the entirety of the same.
- 10.4** This is subject to the right of the Interested Party to withdraw from the Terms following the communication indicated in Art. 10.1.

**11. CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY**

- 11.1** The commercial data and information relating to the Platform, the Show of Interest and any invitations to provide quotations are treated by Granarolo as strictly confidential and private.

**12. APPLICABLE LAW AND COURT WITH JURISDICTION**

- 12.1** Disputes relating to the interpretation, execution or termination of the Contract will be governed by Italian law and devolved to the exclusive jurisdiction of the Court of Bologna.

The Supplier declares to have carefully read and specifically to approve the covenants contained in the following articles: Art. 2.3 (Non-binding nature of the General Terms and the Contract in relation to the purchase of goods or services); Art. 3.6 (Designation of Main Account), Art. 3.7 (Appointment of *Operating Accounts*), Art. 4 (Obligations and warranties of the Interested Party), Art. 5 (Express termination clause - right of withdrawal), Art. 6 (Limitations of liability and absence of guarantees by Granarolo), Art. 7 (Industrial and intellectual property rights), Art. 10 (Amendment of General Terms), Art. 12 (Applicable Law and Court with Jurisdiction).