



ePROCUREMENT GENERAL CONDITIONS OF ITINERA SPA

1. PREMISES

Itinera S.p.A., with head office in Tortona (AL), Via Balustra 15, Italy (**Itinera**) is the owner of the online portal (www.itinera.bravosolution.com) through which it can make *on line* purchases to satisfy its needs (the **Portal**).

2. OBJECT

- 2.1. These e-procurement General Conditions (**General Condition**) set forth the terms and conditions on the basis of which the economic operators, within their business, institutional or professional activity (the **Supplier** of the **Suppliers**), can participate, following an invitation by Itinera, as supplier, to a selection procedure for a purchase request, (**Event** or **Events**) carried on, in whole or in part, by using the Portal.
- 2.2. The terms and conditions of the Events are set forth by these General Conditions, by the request for offer (RFO), by the invitation letter published by Itinera on the Portal for each Event (Letter of Invitation) and by any other communication made by Itinera to the Supplier through the Portal.
- 2.3. These General Condition, in this version and in any possible future update, and the Letter of Invitation constitute the entire regulation of the relationship between Itinera and the Supplier for the participation to the Events. Should the Event be awarded, Itinera and the Supplier shall finalise their relationship by signing the consequent contract.

3. REGISTRATION IN THE PORTAL – PARTICIPATION TO THE EVENTS

- 3.1. The Events can be awarded exclusively to those subjects who have successively completed the registration procedure in Itinera Suppliers Register – according to the General Conditions of Itinera Suppliers Register – and are registered on the Portal. Upon registration on the Portal the Supplier shall communicate, in a truthful and correct way, its data and every other information deemed by Itinera necessary or useful for its identification (**Registration Data**).
- 3.2. With the enrolment, the Supplier chooses one or more Used ID and is given one or more Passwords. The enrolment is intended as completed once itinera enables Password and User ID.
- 3.3. *User ID* and *Password* are strictly personal and cannot be assigned. The Supplier undertakes not to disclose them to third parties, to keep them with the utmost diligence and to immediately communicate to Itinera their possible theft or loss. The Supplier shall in any case be deemed the sole responsible in case of theft and use by third parties of its *User ID* and *Password*.
- 3.4. Once the *User ID* and *Password* have been enabled, the Supplier shall be able to participate to the Events on the Portal according to the requirements indicated in the Letter of Invitation concerning the single Event. The Supplier shall bear all the costs for the purchase, installation and configuration of its *hardware* and *software*.
- 3.5. When registering on the Portal, the Supplier shall indicate the name of the subject authorized to use the Portal. The Supplier has the right (i) to authorize further subjects to use the Portal; (ii) to revoke the authorization, increase or restrict the powers given to these further authorized subjects.
- 3.6. All communication with the Supplier will be made only through the Portal, unless Itinera decides differently, informing the Supplier accordingly.
- 3.7. Itinera shall have the right to revoke, at any time, at its sole discretion, the enabling of the Supplier granted following the registration, in case of improper or fraudulent use of the Portal, notwithstanding Itinera's right to compensation of loss for any possible damage.
- 3.8. Itinera shall have the right to continue an on line Event outside the Portal, by giving the Supplier written notice thereof by email. In the same way, Itinera shall have the right to continue on the Portal an Event, which it has started off line. In this case, the offers sent by the Suppliers in paper form will be transferred on the Portal before the beginning of the Event, giving the Supplier which have submitted off line offers communication thereof so that they can proceed with the registration on the Portal.

4. OBLIGATIONS AND WARRANTIES OF THE SUPPLIERS

- 4.1. The Supplier undertakes: (i) to abide to the terms and conditions indicated in these General Conditions and in the Letter of Invitation; (ii) not to carry out anti-competitive behaviors or practices, against laws, regulations and/or third parties rights nor to spread false, deceitful or illegal information concerning the Event and/or Itinera; (iii) to treat the data and the information concerning each Event as strictly confidential; (iv) to use and configure its software and hardware in order to grant security of the use and access to the

Portal; (v) to respect the principles and provisions of Itinera's Organization, Management and Control Model and Ethical Code in accordance with Italian Legislative Decree 231/2001.

- 4.2. The Supplier represents and warrants to have the full ownership and availability of the Registration Data supplied to Itinera and that their use does not breach any third party's rights nor violates laws and/or regulations.
- 4.3. The Supplier, by signing and accepting these General Conditions undertakes, only in case of awarding of an Event, to pay directly to Bravosolution Italia S.p.A, (the owner of the Platform), a fee in the amount indicated in a separate document which shall be signed by the Supplier and Bravosolution Italia S.p.a., and attached to the Letter of Invitation. This fee, which shall be paid directly to Bravosolution Italia S.p.a., will be calculated in percentage terms on the value of each Event, between a minimum of (zero) 0% and a maximum of (two) 2% of the same.

5. EXCLUSIONS – NO RIGHT OF WITHDRAWAL

- 5.1. Itinera shall have the right to exclude a Supplier from an Event, at any time, by giving written communication to the Supplier by email at the address indicated on the Portal should the Supplier:
 - (i) be in breach of one of the obligations provided for by articles 4 and 7.2 of these General Conditions;
 - (ii) be declared bankrupt or subject to other insolvency procedures;
 - (iii) be no more registered in, for any reason whatsoever, or suspended from, Itinera's Suppliers Register.In such cases, the Supplier's data shall be automatically cancelled from the Portal and its registration shall be deemed as not valid.
- 5.2. The Supplier has no right to withdraw its participation to an Event during the performance thereof, including the awarding phase.

6. ITINERA LIMITATION OF LIABILITY AND LACK OF WARRANTIES

- 6.1. Itinera shall bear no liability for any non-participation to an Event or impossibility to continue the participation to an Event due to lack or loss by the Supplier of the requisites necessary to participate to the Events.
- 6.2. Itinera shall not be held responsible for any direct or indirect damage suffered by the Supplier as a consequence of the use, malfunction, delayed functioning or interruption or suspension of the use of the Portal deriving from:
 - (a) Force Majeure events, to be considered, by way of example, one of the following: interruption of the electricity networks, phone lines or internet connections due to third parties acts, strikes, industrial disputes, wars, embargo, terroristic or vandalistic acts, earthquakes, fires and other natural disasters;
 - (b) wrong use of the Portal by the Supplier;
 - (c) functioning defects of the connection apparatus used by the Supplier;
 - (d) improper use of the *User Id* and *Password* also by non authorised third parties;
- 6.3. The Supplier, by registering on the Portal and accepting these General Conditions, acknowledges and accepts that: (i) Itinera shall have the right to interrupt and /or suspend, at any time, the use of the Portal and /or revoke the registration and right to use the Portal, by giving a written communication to the Supplier, through the Portal itself, without incurring in any liability; (ii) the Portal can be used only for the Events and in its current configuration; the Supplier, therefore, waives all warranties, express or implied, included, by way of example but not limited to, the warranty that the Portal is fit for a specific use or purpose.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Itinera is the exclusive owner of all the contents and the information on the Portal. BravoSolution S.p.A. is the owner of the platform and of the software used, protected by copyrights and licensed to Itinera.
- 7.2. The Supplier undertakes not to download, reproduce, duplicate, transmit, sell or distribute, in whole or in part, in any way, the contents and information available on the Portal.
- 7.3. The Supplier accepts that the data and information provided will be inserted in a data base organized by

Itinera, which is the exclusive owner thereof.

8. CONFIDENTIALY – IT SECURITY

- 8.1.** The Data and the commercial information relating to the performance of each Event and uploaded on the Portal are considered by Itinera as strictly confidential. Access thereto shall be allowed only to Itinera's duly authorized personnel.
- 8.2.** Itinera adopts the most adequate technical and procedural measures in order to guarantee the IT security of the data contained in the Portal.

9. GOVERNING LAW - JURISDICTION

These General Conditions are subject to and governed by Italian Law, which is the only applicable law for any aspect connected thereto, notwithstanding any conflict of law doctrine. Each and every dispute arising out of these General Conditions, their interpretation and execution or to the participation to an Event shall be subject to the exclusive jurisdiction of the Court of Alessandria, Italy.

Date

Signature
The Supplier

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According to articles 1341 and 1342 of the Italian Civil Code, the Supplier declares to have read, understood and to specifically approve the following articles:

Art. 5.2. (Exclusion – No right of Withdrawal)

Art. 6 (Itiner's Limitation of liability and lack of warranties)

Art. 9 (Governing Law- Jurisdiction)

For specific acceptance thereof
The Supplier
