



Sisal Italia S.p.A.
Via Ugo Bassi, 6
20159 Milano
www.sisal.com

GENERAL CONDITIONS SISAL PROCUREMENT SOURCING PLATFORM UTILIZATION

CONDITIONS OF USE OF SISAL PROCUREMENT THE SOURCING PLATFORM OF SISAL GROUP, user license granted to SISAL

1. RECITALS AND GENERAL PRINCIPLES

1.1. Sisal Italia S.p.A. (hereinafter referred to as "SISAL") uses an area for the carrying out of online events (hereinafter referred to as "SISAL PROCUREMENT") on a technological platform consisting of both hardware and software components (hereinafter the "Platform") owned and made available by the JAGGAER Group (hereinafter referred to as "JAGGAER"), a term that applies equally to JAGGAER / BravoSolution Italia S.p.A. and/or the companies within its Group, in the event that such companies in the JAGGAER Group provide services to the SISAL client). The Platform is owned by JAGGAER and is licensed to SISAL in SaaS. SISAL PROCUREMENT can be accessed via the following website <https://sisal-procurement.bravosolution.com/>

1.2. The purpose of this document is to set out the terms and conditions according to which certain parties, in their business, institutional or professional capacities (hereinafter the Participant or Participants), can participate, based on an invitation by SISAL, in Dynamic Negotiation (DN) and Request for Quotation (RfQ) events, as well as other events (hereinafter all the type of events indicated above are defined as "Events") organized on SISAL PROCUREMENT and/or by the Companies in the group to which it belongs, and/or for which SISAL is a representative with procurement responsibilities or for which it has a mandate to manage purchasing.

2. REGISTRATION AND PARTICIPATION IN THE EVENTS

2.1. A necessary condition for participation to the Events is the registration on SISAL PROCUREMENT. To this end, the Participant shall communicate its accurate and correct details and all information deemed necessary or useful to SISAL for identification purposes (Registration Data and General Information Data). In case of error and/or amendment and/or update of Registration Data or General Information Data, the Participant shall contact SISAL.

2.2. Should the Participant provided inaccurate and/or incomplete information, SISAL reserves the right not to accept/ revoke its registration and the consequent SISAL PROCUREMENT use authorization.

2.3. User ID(s) and Password(s) issued for the use of SISAL PROCUREMENT are strictly personal and non-transferable. The Participant undertakes not to disclose these to third parties and to guard them and protect them with the maximum degree of diligence. The Participant will be held solely responsible for the use by third parties of their User ID(s) or Password(s).



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2.4. The Participant undertakes in any case to immediately notify SISAL of the theft, misplacement or loss of either their User IDs or Passwords, and to arrange for the password to be recovered or changed.

2.5. The Participant can participate in Events, if invited by SISAL, from standard PCs, equipped with a common browser, connected to the internet. The purchase, installation and configuration of the hardware and software is the exclusive responsibility of the Participant.

2.6. The holding of Events is governed by this document, by the relevant event specifications and related detailed documentation (by way of mere example RFQs, RFls, etc.) all contained in the dedicated information sections of SISAL PROCUREMENT.

2.7. Participation to the Events by the Participants implies that they have read and accepted the content of all online documents attached by SISAL in relation to each individual Event.

2.8. Once Participant account is active on SISAL PROCUREMENT, SISAL may request the Participant to fill in and/or update Company's Data or additional Information related to goods and services provided through SISAL PROCUREMENT.

3. ONLINE NEGOTIATIONS (THE EVENTS)

3.3. Requests for Quotation (RfQ) consist of requests to send through SISAL PROCUREMENT a financial quote binding for the Participant in relation to the offer of the goods and services subject of the Events.

3.4. Dynamic Negotiation (DN) consists of a definition a system – through the insertion on SISAL PROCUREMENT, on line and in real time, of decreasing offer (Purchase DN) from the Participants until the end of the Event, according the operating methods and the Platform configuration options as defined in the tender rules document and in the documentation available in the informative sections of the Platform - to establish certain essential elements necessary to engage in business transactions, such as the identification of the winning Participant(s) and the relevant award prices, in relation to the exchange of goods and services.

3.4.1 Purchasing Dynamic Negotiation a peculiar kind of Dynamic Negotiation that is characterized by the participation of SISAL as a purchaser, in relation to which Participants, acting as sellers, submit their sales quotations according to a reverse auction system.

3.5. RFls, RfQs and DNs take place between SISAL and one or more Participants, with each party operating in their business, institutional or professional capacity and, having registered on SISAL PROCUREMENT, by entering their Quotations (the Quotations) via SISAL PROCUREMENT.

3.6. The general principles that govern the holding of Events and participation in the same are: equality for each Participant, transparency, good faith, proper conduct and compliance with the law.



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3.7. This document sets out the methods, obligations and general rules that the Participants must comply with during the Events. Further specific provisions in relation to each individual Event, which are binding upon the Participants, will be specified in the tender specification and related detailed documentation contained in the dedicated information sections of SISAL PROCUREMENT and in the communications sent out during the Events using the tools provided by SISAL PROCUREMENT itself.

4. COMMUNICATIONS RELATING TO THE EVENTS

4.1. Actions and communications, at all stages of the Events, can be performed using two separate operating methods, or a combination thereof: a) online; b) offline. Participants are obliged to use the online methods with the exception of proven technical problems and without prejudice to the provision of art. 4.3. hereunder.

4.2. The online operating method involves Participants entering their data and Quotations and expressing their will using the features provided by SISAL PROCUREMENT, including the messaging tool.

4.3. The offline operating method shall be used, without prejudice to the event deadline, exclusively in case of interruption of one Participant, or more the one Participant, connection with SISAL PROCUREMENT and involves Participants contacting JAGGAER and providing them with information and data, as well as their instructions and an expression of their will via fax, e-mail or telephone. If communication takes place by telephone, JAGGAER has the right, in accordance with the law, to record the telephone conversations. Participants accept that telephone recordings by JAGGAER constitute full evidence of the facts and circumstances in question, including in relation to the information contained in article 8.2. Any intervention or amendment by JAGGAER will take place subject to written authorization by SISAL.

5. GENERAL PROVISIONS

5.1. The Participants accept that for the entire duration of the Events, and until they are held, closed and potentially interrupted, suspended, resumed and/or cancelled, the Quotations submitted, the communications made, the official time and the time that has passed will be accepted as corresponding exclusively to those recorded by the Platform and by other recording and telecommunications equipment belonging to JAGGAER, and that these recordings constitute full evidence of the facts and circumstances in question.

5.2. The Participants accept and undertake that SISAL PROCUREMENT does not allow them to see the identity of the other Participants during the Events.

5.3. If the DN is the result of a previous RfQ on SISAL PROCUREMENT, the Participants acknowledge and accept that the Quotations submitted in relation to the RfQ can, at the discretion of SISAL, represent the first Quotations submitted by each Participant in the subsequent DN.

5.4. The specific provisions relating to each Event are specific to each individual event and can be viewed by each Participant, using their User ID and Password to access event Folder.

6. REQUEST FOR QUOTATION

6.1. Each Event takes place by way of the submission or insertion online of Quotations by Participants until such time as the event closes, according to the implementation methods and SISAL PROCUREMENT configuration options set out in the relevant tender specifications and related detailed documentation, contained in the information section of SISAL PROCUREMENT.

6.2. The Event begins at the time that invitations are sent to the Participants and ends on the date and time specified by SISAL.

6.3. Each Participant has the right to prepare and send one or more Quotations in the period of time between the start and closing dates and times for the Event, which can be checked on SISAL PROCUREMENT. It is understood that SISAL shall consider, for the purpose of the Purchase Order, the last Quotation received from each Participant within the closing date of the Event. Each participant, when submitting the Quotation, has the right to attach and/or send documents to SISAL PROCUREMENT clarifying the contents of their Quotation.

6.4. Regardless of the configuration options selected by SISAL, the Quotations will be assessed at the discretion of SISAL and, at the end of the Event, SISAL has the right not to accept any Quotation by the Participants and/or not to make any awards in relation to the Event. Subsequently, at the time of closing, SISAL will notify Participants that sent one or more Quotations of the outcome of the Event and of whether or not it will give rise to a subsequent DN.

7. DYNAMIC NEGOTIATION

7.1. Each DN takes place by way of the submission or insertion online and in real time of successive Quotations by Participants until the event closes, according to the implementation methods and SISAL PROCUREMENT configuration options set out in the relevant tender specifications and related detailed documentation, contained in the information section of SISAL PROCUREMENT.

7.2. SISAL reserves the right not to accept Quotations by Participants that are at least ten or more times (as specified at the time of configuring SISAL PROCUREMENT parameters) lower than the amount of the nearest Quotation submitted by one of the Participants during the Event (the "Anomalous Quotation"). SISAL has the right to establish a different definition of Anomalous Quotation for each Event and to exclude Quotations from the Event that are clearly anomalous.

7.3. SISAL has the right to assign weighted coefficients (Weighted Coefficients) to the Participants, established by them at their absolute discretion on the basis of various elements, that vary according to the Participant, the nature of the business offer, such as, by way of non-exhaustive example, the technical characteristics and quality of the products offered, the contractual terms, payment terms and related guarantees, delivery methods, etc. Participants accept that they will not be made aware of the Weighted Coefficients. In the event that the Event involves the application of Weighted Coefficients, the Quotation Amounts submitted by the other Participants during the Event will be visible to each individual Participant after the application of the Weighted Coefficients.

7.4. SISAL has the right to determine a starting price ("Lowest Price") for the Event, as well as a price which, once reached or exceeded, SISAL undertakes, according to the rules for award in DNs, to begin the process of awarding the DN ("Reserve Price").

7.5. The DN will close at the date and time set out by SISAL, using the pre-established closing mechanism, and can be awarded or not awarded in relation to the various methods of award pre-selected at the time of configuring SISAL PROCUREMENT parameters ("Award Methods").

8. SUSPENSION, REOPENING OR CANCELLATION OF THE EVENTS - WITHDRAWAL

8.1. SISAL has the right, with just cause, to request that JAGGAER suspend the Event for the duration of time agreed upon between SISAL and JAGGAER, notifying the Participants also through JAGGAER.

8.2. In the event that connection to SISAL PROCUREMENT for one or more Participants is suspended, JAGGAER has the right, after consulting with SISAL and according to the principles of equality, transparency, good faith and correctness, to suspend the Event, and to allow it to reopen even after it has been concluded, or to continue it with the inclusion of Quotations in SISAL PROCUREMENT using offline operating methods, according to the provisions referred to in article 4.3, without, in any case, incurring any liability in relation to the Participants.

8.3. The Event will resume based on the last Quotation submitted by the Participants and recorded by SISAL PROCUREMENT, except in case of technical problems.

8.4. The withdrawal by the Participant will result in the exclusion from the Events in progress. In the event that the Participant's withdrawal occurs after the award of an Event in his favour, but before the Buyer's acceptance, it will be considered an unilateral withdrawal of the irrevocable proposal and therefore the Participant will be required to pay for damages and for any penalties provided for in the regulations.

8.5. The withdrawal does not involve any charges for the parties, except for the above



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9. PARTICIPANTS' OBLIGATIONS AND GUARANTEES

9.1. The Participants are obliged to take all precautions and technical measures to protect the security of the data and commercial information exchanged during the Event and to prevent access to such data to unauthorized third parties.

9.2. Participants acknowledge that JAGGAER autonomously, independently and exclusively provides a support and user licensing service for the Platform but does not participate or intervene in the negotiations for the purposes of entering into contracts arising from the Tender. Any contract arising from the Tender, as well as its negotiation, agreement and execution, occurs exclusively between the Participants and SISAL, and JAGGAER is in no way involved in this negotiation and agreement or failure to agree, and execution.

9.3. Participants undertake to indemnify JAGGAER, SISAL, their directors, employees and/or clerks and hold them harmless against any demands, claims or legal actions of any kind for damages incurred because of their behavior in using the Platform and/or in holding the Events.

9.4. Participants are obliged to conduct themselves during the Event in a manner that complies with the procedures, obligations and principles that govern it.

9.5. Each Participant undertakes, in relation to SISAL, to keep the Quotation valid for the entire duration of the Event and for the period specified on each occasion in the relevant tender specifications and related detailed documentation contained in SISAL PROCUREMENT information section.

9.6. Participants under take:

- to provide a precise, faithful, accurate, correct and not misleading description of the goods and/or services offered;
- not to hinder the effective implementation of the Event by engaging in anti-competitive conduct or practices, or conduct or practices that violate laws, regulations or third-party rights, including, by way of mere example, price fixing or fixing of conditions among Participants, to the detriment of others, submitting Anomalous Quotations, etc.
- not to offer goods and/or services of illegal or dubious origin; counterfeited in violation of third party rights and/or national and international regulations protecting industrial and intellectual property; of any nature, the sale of which is prohibited by law or regulations.

9.7. Once an Event due date is reached, the Participant who has submitted his quotation is not allowed to exercise his right to withdraw.

10. LIMITATION OF LIABILITY

10.1. JAGGAER and SISAL are in no way liable for any damage and/or harm, not caused by their willful misconduct or gross negligence, suffered by the Participant as a result of using SISAL PROCUREMENT, or for any indirect damage or harm, including loss of business



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opportunities, lost profits, loss of information, damage to image, requests for compensation, third party actions and/or demands.

10.2. JAGGAER and SISAL will not be held in any way liable for loss of data, delays, malfunctions, suspension and/or interruption of SISAL PROCUREMENT caused by:

- a) "Force Majeure" events, which should be understood to refer to events outside of the control of JAGGAER and/or SISAL (by way of mere example, interruption to power supply or telephone lines or internet connection due to third party events, strikes, industrial disputes, wars, state or civil or military authority issues, embargoes, acts of vandalism or terror, epidemics, floods, earthquakes, fires and other natural disasters);
- b) incorrect use of SISAL PROCUREMENT by the Participant;
- c) operating faults in the connection equipment used by the Participant;
- d) faults in relation to the IT systems, telecommunications equipment and/or JAGGAER's technological systems the cause of which is attributable to events or systems outside of JAGGAER's control, if it can be demonstrated that JAGGAER took the best possible measures to mitigate damages and/or loss of service.

10.3. JAGGAER and/or SISAL does not guarantee the capacity to act and good faith of those who use SISAL PROCUREMENT.

10.4. The Participant acknowledges and accepts that:

- (i) SISAL reserves the right to interrupt and / or suspend the use of the Portal and / or of the Events and / or to revoke the registration and authorization at any time, after simple communication to the Supplier without incurring in any liability;
- (ii) The acceptance of these General Conditions of Participation does not constitute an obligation for the Buyer to invite or admit the Participant to the Events;
- (iii) The award of an Event to the Participant does not entitle the Participant to proceed with the finalization of the contract.

10.5. Without prejudice to the provisions of the preceding paragraphs and articles, SISAL cannot in any case be called upon to compensate any damage, reimbursement or negative interest suffered by the Participant in relation to the participation in an Event.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

11.1. The content and information offered to the Participant via SISAL PROCUREMENT and the software used are the exclusive property of JAGGAER and licensed to SISAL and are protected by copyright or other intellectual property rights (including rights in relation to databases).

11.2. The Participant undertakes not to download, reproduce, send, sell or distribute, wholly or partially, the content and information available or received via SISAL PROCUREMENT, for any reason, without express written authorisation from JAGGAER and

for reasons other than those of granting access to the site and use of SISAL PROCUREMENT.

11.3. The Participant undertakes to use SISAL PROCUREMENT and the Services in a way that does not lead to the dissemination of false and/or misleading information, messages and/or material of a pornographic, racist, obscene, blasphemous, defamatory or otherwise offensive nature;

11.4. The Participant declares and guarantees:

- that they have the full and exclusive ownership of the used trademarks and that their use in accordance with this document does not violate any third-party rights or applicable laws and/or regulations;
- that they have full ownership and access to any information and contents provided to SISAL for the purposes and while performing the Event and that the use of such does not violate any third-party rights or applicable laws and/or regulations.

11.5. The Participant acknowledges and accepts that all intellectual property rights connected and / or incorporated in the submission of the offer, in the context of the Event, including without reasonable limitations the ideas, the presentations, the description of processes, will become the property of SISAL and that, therefore, SISAL will be able to use them as it deems without the Participant being entitled to any compensation or to the return of such documents.

12. DATA PROTECTION

12.1. The registration and the use of the Platform by the Participant involve the processing of the Participant's personal data. In compliance with the provisions of current legislation on the matter, the Participant declares, by signing these General

Conditions, that he/she has read the Sisal Procurement privacy policy and that he/she has understood the information provided by SISAL, as Data Controller, pursuant to articles 13 and 14 of Regulation (EU) 2016/679.

12.2. SISAL undertakes to act in accordance with the principles and obligations envisaged by current legislation on the protection of personal data and, in particular, with Regulation (EU) 2016/679 and with Legislative Decree 196/2003 and subsequent amendments, as well as in compliance with the general and special provisions adopted by the Garante per la protezione dei dati personali (Italian Data Protection Authority).

13. COMMUNICATIONS

13.1. Any communications for the purposes of this document must be sent by e-mail, PEC or fax or by registered post with acknowledgement of receipt to the address provided by the Participant, if they are the recipient, or to the address specified in the information section of the website, if SISAL is the recipient.



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14. CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY

14.1. The data and commercial information relating to the performance of each Event is handled by JAGGAER and the Participants as strictly confidential and private.

14.2. JAGGAER and the Participants take all necessary technical and procedural measures to ensure the security of information while the Events are underway.

15. MODIFICATION OF GENERAL CONDITIONS

15.1. The Participant accepts that SISAL may modify the General Conditions at any time after notification to the Participants using the addresses as per art. 13

15.2. The Participant may withdraw from the General Conditions further to the notification by SISAL as per Art. 13. In any case the continuation of the use of the Portal shall imply that the modifications have been accepted.

15.3. The acceptance of the modifications on the Participants's part cannot be partial and shall be accepted wholly.

16. CODE OF ETHICS AND ORGANIZATIONAL MODEL

16.1. The participation in the Events involves full acceptance of the requirements of the Organizational Model and the Code of Ethics of the SISAL Group, published on the site.

17. APPLICABLE LEGISLATION AND COURT OF LAW

17.1. Any disputes regarding the interpretation, execution and / or resolution of the General Conditions shall be subject to Italian law and assigned exclusively to the jurisdiction of Milan Court.

The Participant hereby agrees, subsequent to careful reading, to specifically acknowledge the provisions of the following articles: Art. 8 (Suspension, Reopening or Cancellation of the Events – Withdrawal), Art. 9 (Participants' Obligations and Guarantees), Art. 10 (Limitations of liability), Art. 11 (Industrial and Intellectual Property Rights); Art. 17 (Applicable Legislation and Court of Law)



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