

## TERMS AND CONDITIONS OF THE PININFARINA PROCUREMENT PORTAL REGISTRATION, ACCESS AND UTILIZATION

### 1. WHEREAS AND GENERAL PRINCIPLES

PININFARINA SPA, with registered office in Via Montecuccoli 9, 10121, Torino (TO), has created – for itself and in the interest of the other companies belonging to the PININFARINA SPA Group (i.e. subsidiaries directly or indirectly controlled by PININFARINA SPA, and hereinafter jointly referred to as “PININFARINA SPA”) – a web portal (hereinafter referred to as “PININFARINA SPA Procurement Portal” or simply the “Portal”) for the purpose of managing online negotiations, information exchange, and commercial relationships between PININFARINA SPA and third parties that, within the scope of their entrepreneurial, institutional, or professional activity, are interested in submitting an application to be included – to the full and indisputable discretion of PININFARINA SPA – in the vendor management system (albo fornitori) for actual and/or potential suppliers accredited by PININFARINA SPA (hereinafter, “Suppliers”).

In particular, the PININFARINA SPA Suppliers Portal allows, among other online functions:

1. The definition and the management of the vendor management system;
2. The management of Suppliers’ qualification processes;
3. The selection of the Suppliers and the definition of supply contracts, also by means of online negotiations (hereinafter defined as “**Events**”) including, by way of mere example, requests for information, requests for quotation, and online bids (the latter hereinafter, “Auctions”);
4. The management of Suppliers’ performance assessment processes.

The Portal is based upon a technological platform developed and created by Bravosolution S.p.A. (hereinafter, in short, the “**Platform**”) branded and licensed to PININFARINA SPA, which can be accessed at the following web address [https://PININFARINA SPA-procurement.app.jaggaer.com/web\\_en/login.html](https://PININFARINA SPA-procurement.app.jaggaer.com/web_en/login.html).

The access and registration to the Portal by the Suppliers, as well as any possible subsequent acceptance of their application, their assessment, and their insertion in the PININFARINA SPA Suppliers Portal by PININFARINA SPA do not constitute any contractual proposal, and do not imply any whatsoever commitment by PININFARINA SPA nor the acknowledgement of any right and/or expectation and/or concession to the Supplier to receive assignments, calls for bid, and/or subscription of supply agreements with PININFARINA SPA.

### 2. OBJECT

This document contains the terms, methods, and conditions applicable to:

#### **PININFARINA S.p.A.**

Sede Legale \_\_\_\_\_

Torino (TO), 10121 Via Montecuccoli, 9

Cap. Soc. €56.481.931,72

Cod. Fisc. e Numero iscrizione Registro Imprese

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1. the registration and access to PININFARINA SPA Suppliers Portal by the Suppliers;
2. the use of the Platform and Portal by PININFARINA SPA and the Suppliers, including participation to the Events.

### **3. REGISTRATION AND ACCESS TO THE PLATFORM**

In order to access the Portal and use the related services, the Supplier must communicate all necessary data, useful to its identification and registration by PININFARINA SPA (hereinafter, the "Registration Data"), truthfully and correctly by means of filling in all required fields. The Supplier may modify or update the data inserted in the registration phase at any time by means of direct access to the PININFARINA SPA Supplier Portal in the area dedicated to its personal data. For further information concerning management of personal data by PININFARINA SPA, consult the Privacy Policy section.

Upon registration, the Supplier will be assigned one or more ID codes ("User ID") and one or more keywords ("Password"). The registration is deemed complete once PININFARINA SPA activates, to its own and undisputable discretion, the Password and User ID assigned to the Supplier. Only upon such activation, the Supplier will be granted access to the Portal and the related services. Should the Supplier provide untruthful or incomplete data upon registration, PININFARINA SPA reserves the right to not accept the activation, or to refuse it afterwards, by means of a mere communication to the Supplier.

The User ID and Password are strictly personal and non-transferrable. The Supplier commits to not communicating them to third parties, and to preserve them and protect them with the utmost diligence. The Supplier will be held the sole entity liable for the use (even by third parties) of the User ID and the Password.

Notwithstanding the above, the Supplier commits to immediately communicate to PININFARINA SPA the eventual theft or loss of the User ID and Password, by consequently carrying out the password recovery and change process.

The Supplier may access the PININFARINA SPA Suppliers Portal by means of a standard personal computer equipped with a standard browser and connected to the Internet. The purchase, installation, and configuration of both the hardware and the access software remain strictly borne by and under responsibility of the Supplier.

### **4. RULES OF THE EVENTS MANAGEMENT**

The performance of Events is ruled by this document and the eventual further conditions specified in the specific Event documentation, including those indicated in the related "Publication request letter" and/or in the specific information sections of the Portal.

Unless reported differently in the written agreements made beforehand with PININFARINA SPA, participation in the Events implies the examination and acceptance by the Supplier of the content of the abovementioned documents as well as of the additional documents included by PININFARINA SPA in each individual Event. The attachments may be consulted online, by accessing the Portal.

The performance of and participation in the Events are based upon principles of transparency; good faith; honesty; confidentiality of exchanged information and respect of laws.

The following types of Events may be carried out on the Portal: *Request for Information*, *Request for Quotation*, and *Auctions*. For the purposes of this document:

- a) “Request for Information” refers to the request to send (and the consequent transmission by electronic means by the Supplier) general or detailed information, personal data and other elements related to the goods or services offered by the Supplier;
- b) “Request for Quotation” refers to the request to send (and the consequent transmission by electronic means by the Supplier) of a binding and detailed offer for goods or services described in the Request, including the related technical and commercial conditions;
- c) “Auction” refers to a mechanism of gradual definition, by electronic means, of certain elements essential to the conclusion of potential commercial supply agreements, including the price and other contractual conditions.

The Suppliers participate in the Events upon invitation by PININFARINA SPA, which usually occurs by means of the messaging service of the Portal (hereinafter, the “Invitation”). Unless otherwise specified by PININFARINA SPA, the Invitation sent to the Suppliers represents the beginning of the Event. The Event shall end on the date and at the time specified by PININFARINA SPA in accordance with the terms of the specific Event.

Upon creation of an Event, PININFARINA SPA shall transmit to the selected Suppliers the information concerning the data that the latter will compulsorily need to provide for the purposes of participating in the Event (hereinafter, “Compulsory Data”). Moreover, PININFARINA SPA may request the selected Suppliers to transmit, also in the form of attached documentation, further non-compulsory data (hereinafter, “Non-compulsory Data” and, jointly with the Compulsory Data, the “Data”). PININFARINA SPA is authorized to change the Data (hereinafter, “Changes”), including the Platform configuration parameters, before the beginning of the Event in case of Auctions, before and/or during the Event in case of RoI and/or RoQ, simply by communicating such Changes to the Suppliers by means of the specific messaging service on the Platform.

In order to take part in an Event, the Supplier must examine (and accept) the Data and the related attachments. Acceptance of the Invitation by the Suppliers occurs implicitly, by means of the issuance and delivery of their bid (hereinafter, “Bids”) as described in the guidelines document ruling the management of the Event (or other modes of interaction planned for the Event).

Each Supplier shall have the faculty to draft and send one or more Bids in the period of time between the date and the time of beginning and ending of the Event. It is hereby understood that, in case of more than one offer submission, the latest Bid delivered by each Supplier to PININFARINA SPA within the end date of the Event shall be the one taken into account for the purposes of an eventual awarding.

Bids will be assessed at PININFARINA SPA discretion, given that, upon the end of the Event, PININFARINA SPA will have, at any moment, the discretionary faculty not to accept any Bids and/or not to award the Event.

PININFARINA SPA and the Suppliers accept that – for the entire duration of the Event including the preliminary and successive phases, for the purposes of its performance, its end, its awarding, and its eventual interruption, suspension, restart, and/or its cancellation – the Bids sent by Suppliers, the notices sent, the official time and the duration, will be strictly the ones registered on the Platform and by means of its recording and telecommunication apparatus, and that such records represent the

full proof of the represented facts and circumstances. In case of a disagreement between the Bids actually inserted and present on the Portal and those which are eventually included in the files, attachments, and other documents sent or made available by the Suppliers other than on the Portal, that which is contained and exists on the Portal shall prevail.

The Suppliers acknowledge and accept that the Platform does not allow them to view the identity and/or documents provided by other Suppliers throughout performance of the Event.

Upon termination of the Event, after a suitable period of time for the necessary technical assessments, PININFARINA SPA shall send a notice of award or non-award to all participants to the Event. It remains understood that the notice of award or non-award by means of the Platform at the end of the Event shall by all means be considered temporary and subject to further technical assessments, thus will not represent an obligation of PININFARINA SPA to negotiate with the Suppliers, even if these had been temporarily awarded the Event.

Should the Event terminate with a definitive awarding, PININFARINA SPA commits to perform a "Contractual Negotiation" phase with the awarded Supplier. Such negotiation will have the purpose and in any case will end with the conclusion and perfection of the contract by which PININFARINA SPA purchases the good or service related to the Bid (hereinafter, the "Contract"), it being understood that the terms included in the Bid selected upon awarding shall be non-modifiable in the Contract Negotiation phase, and will be for such purposes included in the Contract, just like the other contractual conditions eventually communicated by PININFARINA SPA to the Supplier in the preliminary phases of the Event.

Failure to undersign the Contract at the conditions included in the Bid – based upon which the Supplier has been recognized as the Bid winner - due to such a Bid winner's default or cause – holds the Supplier liable for reimbursement to PININFARINA SPA of any and all damages, without prejudice to any other PININFARINA SPA's rights pursuant to the applicable law.

In case PININFARINA SPA and the Supplier do not enter into the Contract for whichever other reason within the terms of validity of the Bid, PININFARINA SPA will have the right to proceed at any time – even after the definitive notice of award – to the withdrawal of the definitive notice of award and to formalize a new award to one of the Suppliers taking part in the Event, which will take on the obligations as described in this section for all intents and purposes.

In case of a technical fault or technological, telephone connection, and/or recording devices related to the Portal malfunctioning that may compromise the regular management of the Event, PININFARINA SPA has the faculty to evaluate the suspension of the Event until any necessary fixing and recovery actions are carried out. It is to the discretion of PININFARINA SPA – in such cases – to proceed to the cancellation or restart of the Event, even after its conclusion, without taking on – in any case – any liability towards the Suppliers.

In case of suspension and/or restart as described in the above paragraph, the date and time of the restart of the Event, as well as its residual duration, will be communicated by PININFARINA SPA, with a prompt notice given to the Suppliers, directly from the Portal.

In addition to the cases indicated above, the Supplier acknowledges and accepts that PININFARINA SPA reserves the right – at its sole and undisputable discretion – to suspend and/or cancel the Event at any time, even after its conclusion, simply by means of a notice given to the Suppliers at their e-mail addresses and/or through the Portal, without becoming subject to any liability.

PININFARINA SPA reserves the right, following notification and period of remediation, to exclude the Suppliers pleading responsible for, or charged responsibility for breach of the obligations described in this document, without becoming subject to any liability towards the said Suppliers but reserving PININFARINA SPA's right to be refunded of any suffering and suffered damages as a



consequence to such exclusion. The exclusion of Suppliers from participation to the Event shall occur by means of a simple notice sent to the Suppliers' e-mail address and/or through the Portal.

Each Supplier commits towards PININFARINA SPA to maintain the Bids fixed for the entire planned duration of the Event and thus for the entire period necessary for the award and the agreement upon the Contract.

## **5. SUPPLIER'S OBLIGATIONS AND GUARANTEES**

The Supplier hereby undertakes to and guarantees to PININFARINA SPA:

- a) to access and use the PININFARINA SPA Supplier Portal in strict observance of the rules and methods established by PININFARINA SPA, in accordance with the applicable laws and for the sole purpose allowed by PININFARINA SPA;
- b) to not hamper the appropriate performance of the Event by means of unlawful or anti-competitive behaviour or practices, as well as ones damaging third party rights, including but not limited to price fixing and other conditions pertaining to specific Suppliers or damaging others, issuance of abnormal Bids, and declaration of false, partial, or misleading information;
- c) to process the data and information eventually acquired by means of and/or as a consequence of access to the PININFARINA SPA Supplier Portal as strictly private and confidential and, accordingly, to commit to not communicating or transferring such data to any third party;
- d) to use and configure its software and hardware so as to allow the maximum IT security possible in the use of the PININFARINA SPA Supplier Portal, and in any case to allow security standard that are not inferior to the ones adopted for its own reserved data;
- e) to keep the data inserted constantly updated, for the purpose of a suitable compliance with the supplier register and all the related processes and events;
- f) to preserve the ownership and availability of the goods and/or services regarding the Bid for the entire duration of the Event;
- g) to provide a precise, honest, truthful, complete, correct and not misleading description of the goods and/or services regarding the Bid;
- h) to not provide goods and/or services: with an unlawful or doubtful origin; counterfeited, thus breaching the rights of third parties and/or national and international industrial and intellectual property standards; of any nature, whose commercialization is prohibited by the law or regulations.

## **6. RIGHT TO CANCEL THE ACCESS**

PININFARINA SPA has the right to revoke the Supplier's access to the PININFARINA SPA Supplier Portal by cancelling it from its vendor management system and interrupting the eventual ongoing activities in case of breach by the Supplier of even a sole obligation under this document and/or of the conditions under PININFARINA SPA General Terms and Conditions signed by the Supplier, or

more generally in case of breach of laws or of third party rights. This without prejudice to PININFARINA SPA's right to being indemnified for any damages suffered as a result of the aforementioned breach.

PININFARINA SPA shall communicate to the Supplier its eventual decision as described above in writing by means of fax or e-mail, which shall be confirmed by means of registered mail or PEC.

## **7. LIMITATIONS OF LIABILITY**

PININFARINA SPA shall not be held liable in any way for any damages suffered by the Supplier consequently to use, malfunction, delayed or failed access and/or the interruption or suspension of use of the PININFARINA SPA Supplier Portal, including but not limited to losses of commercial opportunities, lost income, loss of data, and reputational damage. The said limitation will also take effect in cases including, but not limited to:

- a) force majeure events (i.e. interruption of the electric line/telephone line/web network caused by third parties, strikes, corporate disputes, wars, reasons related to the State or civil/military authority, embargos, vandalism, acts of terrorism, epidemics, pandemics, floods, earthquakes, fires, or other natural disasters);
- b) misuse of the Platform by the Supplier;
- c) functional defects of the web connection devices used by the Supplier;
- d) faults in the PININFARINA SPA IT systems, telecommunication devices, and/or technological systems.

The Supplier acknowledges and accepts that:

- a) PININFARINA SPA reserves the right to interrupt and/or suspend its use of the PININFARINA SPA Supplier Portal and/or cancel its registration and enabling at any time and at its own incontestable discretion – as specified above – upon a simple notice given to the Supplier without becoming subject to any liability towards the Supplier;
- b) the PININFARINA SPA Supplier Portal may be used by the Supplier for the sole and exclusive purposes of this document; the Supplier thus waives any contractual expectations from PININFARINA SPA, including but not limited to the conclusion or non-conclusion of commercial agreements, the awarding or non-awarding of orders, projects, or similar, as a consequence of the registration in the vendor management system register or – generally speaking – the use of the PININFARINA SPA Supplier Portal by the Supplier;
- c) the PININFARINA SPA Supplier Portal shall be used as it is, without any guarantees of any nature;
- d) the obligations possibly accepted by PININFARINA SPA for the purposes of this document represent obligations related to means and not obligations of result;
- e) PININFARINA SPA does not guarantee the access, truthfulness, completeness, compliance with the law, and respect of third party rights of the contents of third party websites eventually reached by means of links present on the PININFARINA SPA Supplier Portal.



PININFARINA SPA and its Suppliers respectively acknowledge that the Contract is between one and the other party, and that BravoSolution S.p.A. is completely unrelated to the Contract. Moreover, PININFARINA SPA and the Suppliers hereby recognize that BravoSolution S.p.A. independently and exclusively provides a support and licensing service for the use of the Platform, but does not take part in the negotiations related to the possible Contract agreement.

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

The contents of the PININFARINA SPA Supplier Portal and the related software used are under the exclusive ownership of PININFARINA SPA or are licensed to the latter by third parties and are protected – on a case by case basis – by author's rights or other intellectual property rights provided for by the Italian law and/or foreign law to them from time to time applicable.

The Supplier commits to not violating PININFARINA SPA's industrial and intellectual property rights, including those related to the PININFARINA SPA Supplier Portal and other information and data included in the Portal. Consequently, it guarantees to not download, reproduce, transfer, sell, or distribute the content or data available on, or received by means of, the PININFARINA SPA Supplier Portal, in full or in part and for all purposes, without prior written authorization by PININFARINA SPA and for purposes other than consenting access to and use of the PININFARINA SPA Supplier Portal.

The Supplier states and guarantees to:

- have the full and exclusive ownership of the names, trademarks, brands, and other distinguishing marks present on the PININFARINA SPA Supplier Portal, and that their use by PININFARINA SPA – consequent to the Supplier's access to the PININFARINA SPA Supplier Portal – does not breach any third party's rights, nor breach any applicable laws and/or regulations;
- have full legal ownership and availability of the data and contents eventually provided to PININFARINA SPA as a consequence to the access to the PININFARINA SPA Supplier Portal, and that their use by PININFARINA SPA shall not represent a breach of any third party's right, nor a breach in the applicable laws and/or regulations

and, in this scope, commits to indemnify PININFARINA SPA from any liability related to any judicial or extrajudicial request or expectation by third parties.

## **9. PERSONAL DATA PROTECTION**

As data controller, PININFARINA SPA shall process - with or without the means of technological tools - the personal data communicated by the Supplier in compliance with applicable legislation related to the processing of personal data. PININFARINA SPA will act directly and/or by means of major companies expressly appointed as data supervisors, as per what foreseen at article 28 of the GDPR, and solely for the purposes outlined hereunder:

- a) the creation of a Supplier and potential Supplier database;
- b) the use of the Platform and the provision of the related services, including the performance of the activities related to the Supplier selection processes, management of relationships

with the Suppliers and the negotiation, completion, and performance of contracts with Suppliers, also by means of Auctions;

- c) the fulfilment of national, EU, and international legal obligations and/or regulations; as well as the fulfilment of compliance and audit activities;
- d) whenever expressly authorized by the Supplier, for the sending of notices related to the services offered by PININFARINA SPA;
- e) safeguard of PININFARINA SPA's rights, in any judicial proceedings.

Further details related to Data processing for the purposes described in letters a), b), c), d) and e), such as the legal basis, the processing methods and the data retention term for the different purposes, the rights of the interested party, as well as the contacts of the Data Controller, are detailed in the Privacy Policy document available on Pininfarina Procurement Portal, which the Supplier shall read and declare to accept before continuing the registration process.

## **10. NOTICES**

Any notice related to this document shall be sent as follows:

- a) if to the Supplier, to the e-mail address provided by the latter to PININFARINA SPA
- b) if to PININFARINA SPA, at the following e-mail address: [purchasing@pininfarina.it](mailto:purchasing@pininfarina.it)

## **11. CHANGES TO THIS DOCUMENT**

The Supplier acknowledges that PININFARINA SPA may update the Registration, Access, and Use Terms and Conditions for the PININFARINA SPA Supplier Portal at any time, upon prior notice to the Suppliers at the addresses indicated in clause 10.

Changes go without prejudice to the Supplier's faculty to request its cancellation from the PININFARINA SPA Supplier Portal following the notice described in the previous paragraph. In any case, continuation of the use of the PININFARINA SPA Supplier Portal by the Supplier shall be deemed as acceptance of the changes applied.

It is hereby understood that the acceptance of changes by the Supplier shall not be partial and must concern their full description.

## **12. CONFIDENTIAL NATURE OF COMMERCIAL INFORMATION – IT**

### **SECURITY**

The data and information inserted on PININFARINA SPA Supplier Portal shall be treated by PININFARINA SPA and the Suppliers as strictly confidential and reserved.

PININFARINA SPA and the Suppliers shall apply the most suitable technical and procedural adjustments in order to guarantee IT security.



### **13. BRAVO SOLUTION S.p.A. OBLIGATIONS**

BravoSolution has committed to guaranteeing the availability and access to the Platform 24/7 and in any case during regular working hours, committing to the recovery of its functioning in case of interruption.

### **14. APPLICABLE LAW AND COMPETENT COURT**

This document is ruled by the Italian law. Any and all disputes arising in connection with the interpretation, execution, and/or termination of the relationship deriving from the acceptance of this document is reserved to the exclusive jurisdiction of the court of Turin (Italy).