

# GENERAL CONDITIONS

## FOR THE USE OF THE ENGINEERING PROCUREMENT PORTAL OF HUPAC INTERMODAL SA

Version February 2019

### 1 PREMISES

- 1.1 Hupac Intermodal SA is a company incorporated under Swiss law, with its registered office at Viale R. Manzoni 6, 6830 Chiasso, Switzerland and trade register number CHE-106.844.385 (hereinafter referred to as "**Hupac**"). It is the owner of a portal for the execution of online purchasing and procurement procedures, accessible at the link <https://hupac.bravosolution.com> (hereinafter "**Portal**"). Inside Hupac Intermodal SA, the Engineering Department is responsible for the use and management of the Portal.
- 1.2 The Portal, realized on technology owned by the company BravoSolution S.p.A., a company incorporated under Italian law with registered office in Bergamo, Passaggio Canonici Lateranensi 1, consists of hardware and software, licensed to Hupac, for the execution of the aforementioned online procedures (hereinafter also referred to as "**Events and/or procedures**"). BravoSolution S.p.A. (hereinafter also referred to as "**System Operator**") exercises the role of System Operator for Hupac.
- 1.3 The Engineering Department of Hupac Intermodal SA offers support and consultancy in the planning and implementation of engineering works both to Hupac Intermodal SA and to other companies in the Hupac Group and/or its affiliates.

### 2 OBJECT

- 2.1 The present general conditions (hereinafter "**General Conditions**") define the terms and conditions of participation at Events (consisting of dynamic negotiations, requests for information, procedures in digital sealed and/or open envelopes, as well as other events organized by a specific Hupac Group Company on the Portal) by suppliers, service providers and other interested economic operators (hereinafter "**Economic Operators**").
- 2.2 The General Conditions are understood to be expressly accepted, also according to art. 1341 c.c., by signing the letter of commitment to confidentiality and acceptance, as well as by formulating any Offer for Events accessible through the Portal. As proof of full and complete acceptance of the General Conditions - which in any case is intended, in itself, to be improve in accordance with the previous period - the Economic Operator is still required to confirm the computer button placed in correspondence of the same.
- 2.3 Further conditions regarding the execution of each Event are disciplined by the documentation of the specific negotiated procedure (e.g. procedure regulations, special tender specifications, tables, etc.) and by the specific information sections available on the Portal.

### 3 REGISTRATION TO THE PORTAL "PURCHASES" – PARTICIPATION IN EVENTS

- 3.1 Registration and subsequent entitlement to services are the necessary conditions for participation in the Events. In order to register and be authorized to use the Portal, Economic Operators must:
  - a. Access the website <https://hupac.bravosolution.com> and view the documents present;
  - b. Access the "New registration" area, accept the general conditions and the privacy policy and fill in the form relating to the "Registration data" communicating truthfully and correctly the own data and any information deemed necessary or useful for the identification of the Economic Operator, as well as for any other communication managed by the Portal.
  - c. Choose an identification code (Username) to which the system will automatically assign a keyword (Password). The password will be sent, like any subsequent communication, to the e-mail address indicated by the supplier during registration: the codes are strictly personal and non-transferable. The Economic Operator also undertakes not to divulge and/or communicate them to third parties and to keep and protect them diligently.
- 3.2 To complete registration, the Economic Operator must be in possession of and provide a certified e-mail address (PEC). Online communications will be made from the Portal to the certified e-mail address (PEC) communicated by the Economic Operator at the time of registration.

It is the responsibility of the Economic Operator to check its certified e-mail address indicated at the time of registration and to promptly update the System with any changes to that address.
- 3.3 From this moment on, registration may be considered completed and the supplier will be authorized to use the Portal.
- 3.4 The Economic Operator designates the name in the "User Information" section of the "Registration Data" form as the person authorized to use the Portal (Main Account).
- 3.5 Hupac grants the Economic Operator the right to:
  - a. enable additional parties to use the Portal (the Operating Accounts);

b. revoke the authorisation, extend or restrict the area of the powers granted to the Operating Accounts.

3.6 The Economic Operator may participate in the Events, through a standard personal computer, equipped with a common browser, connected for access to the Internet network that meets the minimum configuration requirements of the Portal (see home page of the Portal). The purchase, installation and configuration of the hardware, software and connections for access to the Internet shall be the sole responsibility of the Economic Operator.

3.7 Participation in online procedures requires the possession by the Legal Representative of a valid certificate of digital signature issued by a Certifier operating on the basis of a licence or authorisation issued by the Swiss Confederation or by a Member State of the European Union in compliance with the provisions of EU Regulation no. 910/2014 of the European Parliament and of the Council on electronic identification and trust services for electronic transactions in the internal market (eIDAS) and repealing Directive 1999/93/EC.

It should be noted that the only formats of digital signatures accepted will be those of CADES and PADES.

3.8 Unless otherwise agreed, participation in Events by Economic Operators implies viewing, downloading and accepting the documents attached by Hupac to each individual event (Annexes).

#### **4 OBLIGATIONS AND GUARANTEES OF HUPAC AND THE ECONOMIC OPERATOR**

4.1 Hupac, also through BravoSolution, and the Economic Operators undertake, each to the extent of its competence, 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 the same by unauthorised third parties.

4.2 Hupac reserves the right to take legal action against third parties accessing the Portal without prior authorisation and against the Economic Operator if he has not adopted the precautions and technical measures referred to in the previous paragraph.

4.3 The Annexes and further information entered by Hupac in relation to the single event (hereinafter also referred to as "**Annexes**") through the specific sections of the Portal reserved for it constitute the essential elements of the contract that may be concluded following the Event (the "**Contract**") between Hupac or the company of the Hupac Group and/or its affiliates and the Economic Operator

4.4 The contract referred to in the previous art. 4.3, which may be signed following the implementation of each individual Event, as well as its negotiation, conclusion and execution, arises only between the signatory parties. The System Operator is completely extraneous to such subscription, negotiation, conclusion or failure to conclude and execute. The System Operator provides, in autonomy and independently, only a service of assistance and concession in use of the Portal, but does not take part in or intervene in the procedures for the conclusion of the contract(s).

4.5 When the Agreement is signed between an Economic Operator and a company of the Hupac Group or an affiliate other than Hupac Intermodal SA, the latter shall not be deemed to be a party to the Agreement

#### **5 OBLIGATIONS AND GUARANTEES OF THE ECONOMIC OPERATOR**

5.1 The Economic Operator is responsible for the information entered in the Portal.

5.2 The Economic Operator undertakes not to assign and/or disclose (directly and/or indirectly) to third parties its Username and Access Password and undertakes to inform Hupac of any theft and/or loss and/or unauthorised use by third parties as soon as it becomes known, undertaking in any case to indemnify and hold harmless Hupac from any and all claims, including for damages, made and/or deriving directly or indirectly from the aforementioned use or abuse. The Economic Operator is also the only person responsible for the use of the account (and in particular of the Username and Password) as well as any prejudicial consequences that may fall on Hupac and/or third parties.

5.3 In relation to the use of the Portal, the Economic Operator undertakes to:

- a. Respect the terms and conditions indicated in these General Conditions and in the Documentation of the procedure;
- b. Not to put in place anti-competitive behaviour or practices that are detrimental to the laws, regulations and/or rights of third parties and not to disseminate false, misleading or unlawful information;
- c. Treat the data and information relating to each event as strictly confidential;
- d. Use and configure its own software and hardware in such a way as to guarantee the IT security of the Events.

5.4 In relation to the use of the Portal, the Economic Operator declares and guarantees that it has full ownership or availability of the data, information and content that may be provided to Hupac, and that their use by Hupac does not violate any rights of third parties, nor violate any laws and/or regulations. The Economic Operator undertakes to leave unharmed Hupac, Hupac Intermodal SA - Engineering and the companies from which it has received the mandate, from any claims against the latter that are related to the violation of the guarantees assumed above.

#### **6 RIGHT TO INHIBIT ACCESS TO THE PORTAL**

6.1 Hupac reserves the right to prevent access to the Portal to the Economic Operator, prior written notice to be sent to the address indicated during registration on the Portal, in the case of failure by the Economic Operator to comply with even one of the obligations foreseen in Articles 4.1, 5.1, 5.2, 5.3 and 5.4, or in the event of loss, detected by any means, by the latter of the possession of one of the general qualification requirements foreseen by the rules for the participation in the Event

- 6.2 Except as provided for paragraph 6.1, Hupac reserves the right, in any case, to deny access to the Portal, by means of a just written communication to be sent to the address indicated during registration on the Portal, should it decide not to proceed with the Event.

## **7 LIMITATIONS OF LIABILITY AND ABSENCE OF GUARANTEES**

- 7.1 The Economic Operator accepts that Hupac Intermodal SA, all Hupac Group Companies and/or its affiliates and the System Operator are not liable in any way for any damage and/or injury arising to the Economic Operator from the use of the Portal, including loss of business opportunities, loss of earnings, loss of data, damage to the image, claims for damages, actions and/or claims of third parties.
- 7.2 Hupac and the System Operator shall not be liable for any loss of data, delays, malfunction, suspension and/or interruption of the Portal during the course of the Event caused by:
- "Force Majeure" events, meaning, but not limited to, an event among the following: power failure, interruption of telephone lines or connection to the network by third parties, strikes, industrial disputes, wars, reasons of state or civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters ;
  - Incorrect use of the Portal by the Economic Operator ;
  - Faults in the functioning of the connection equipment used by the Economic Operator;
  - Failures of Hupac and/or BravoSolution S.p.A.'s computer systems, telecommunications equipment and/or technological systems for a period not exceeding 30 days.
- 7.3 The Economic Operator acknowledges and accepts that:
- Hupac reserves the right to interrupt and/or suspend the use of the Portal and/or revoke the registration and authorisation at any time, subject to simple notification to the Economic Operator without incurring any liability towards it;
  - Hupac does not guarantee the access, truthfulness, completeness, compliance with the law and respect for the rights of third parties of the contents of the websites to which any links inserted in the Portal may link up.

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

- 8.1 The contents and information offered to the Economic Operator through the Portal are property of Hupac. These contents and information, as well as the Portal owned by BravoSolution S.p.A. and licensed to Hupac, are protected by copyright or other intellectual property rights (including database rights).
- 8.2 The Economic Operator undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason, the content and information available or received through the Portal, without the express written consent of Hupac and for purposes other than that of allowing access to and use of the Portal.
- 8.3 The Economic Operator accepts that the registration data, as well as the data and information subsequently provided, will be entered into a database which is exclusively owned by Hupac, whose technical management with regard to their treatment is guaranteed by BravoSolution.

## **9 PROTECTION OF PERSONAL DATA**

- 9.1 General information: Hupac Intermodal SA is a company under Swiss law, subject primarily to Swiss data protection law. To take account of the introduction of the General Data Protection Regulation (GDPR) of the European Union, it has adopted internal regulations and issued **general information on Privacy** available on the website <http://www.hupac.com> in the section Privacy and, in particular, in the **Information on Data Protection - Suppliers**, available at the following address: <http://www.hupac.com/EN/Privacy-notice-for-clients-and-suppliers-cd071c00>. As part of the processing of personal data provided by the interested party for the performance of the service, Hupac will act as the owner of the processing (hereinafter: "Owner"), while BravoSolution Italia S.p.A. and BravoSolution S.p.A. (hereinafter "BravoSolution") will act as (external) Commissioner of the procedure ("Commissioner").
- 9.2 Source of personal data: Personal data are also provided through remote communication techniques used by Hupac (including the website and customer care) directly by the person to whom the personal data refer ("Interested party")
- 9.3 Purpose of the processing of personal data: The personal data provided by the Interested party will be processed for purposes connected with the completion of the online procedures managed through the Portal and/or the fulfilment of specific requests of the Interested party.
- 9.4 Compulsory and optional nature of the provision of personal data and consequences of any refusal: The provision of data for the purposes referred to in the former paragraph 9.2 is mandatory and any refusal will lead to the impossibility to follow the process of registration to the Portal and the failure to participate in the online procedures.
- 9.5 Methods of processing personal data: The processing of personal data in relation to the above purpose is done by manual and/or IT and/or telematic tools with logic strictly related to the purpose itself and in any case in order to ensure the security and confidentiality of the data. Subject to the above, Hupac and BravoSolution undertake to adopt all organizational, physical and logical measures in accordance with art. 31 of GDPR 2016/679. The personal data of the Interested party will be kept at the Headquarters of the Owner and of the Commissioner, each for their respective responsibilities, for the time foreseen by law. The parties undertake to observe and ensure that their employees, agents and collaborators observe the obligation of confidentiality with respect to all personal data of which they will have

knowledge in the performance of the service and not to disseminate and/or communicate to unauthorized third parties any information or documentation acquired.

- 9.6 **Categories of persons to whom the personal data may be communicated:** Personal data may be communicated for the above mentioned processing purposes to companies of the Hupac Group or affiliates and which have given a mandate to Hupac in accordance with foregoing par. 1.3, to public administrations, judicial authorities or police, to third parties who may be responsible for carrying out procurement procedures on behalf of Hupac, credit institutions, auditing and accounting control companies, or professionals and consultants in legal, administrative, commercial, taxation, fiscal, IT and quality, as well as other categories of public or private entities to whom the communication is strictly necessary for the purpose referred to in former paragraph 8.2. The data will not be communicated or disseminated to other parties unless expressly authorized by the Owner Hupac.

9.7 **Owner, Commissioner and rights of the Interested party:**

The Commissioners of the processing are BravoSolution S.p.A. and BravoSolution Italia S.p.A. with registered office in Bergamo, registered office in Passaggio Canonici Lateranensi 1.

To exercise the rights and obtain any clarifications regarding the protection of personal data, it is possible to send a request to the address:

Company	You can reach our person of contact with respect to data protection:
<b>Switzerland</b>	
<b>For suppliers of Hupac Intermodal SA</b> Hupac Intermodal SA Viale R. Manzoni 6 CH-6830 Chiasso T: +41 58 855 88 00 F: +41 58 855 88 81	Onorato Zanini SHEQ Manager Hupac Intermodal SA Viale R. Manzoni 6 CH-6830 Chiasso T: +41 58 855 82 10 Privacy.CH@hupac.com
<b>Germany</b>	
<b>For suppliers of Hupac GmbH</b> Hupac GmbH Terminal-Vertretung Köln Am Eifeltor 6 D-50997 Köln T: +49 221 363074	Sascha Altenau Hupac GmbH Zum Umschlagbahnhof 2 D-78224 Singen T: +49 7731 8790 30 Privacy.DE@hupac.com
<b>Italy</b>	
<b>For suppliers of Hupac SpA</b> Hupac SpA Via Dogana 8 I-21052 Busto Arsizio T: +39 0331 373300 F: +39 0331 381146	Giacometti Monica Hupac SpA Via Dogana 8 I-21052 Busto Arsizio T: +39 0331 – 373141 privacy.hupacspa@hupac.com
<b>For suppliers of Hupac Intermodal Italia Srl</b> Hupac Intermodal Italia Srl Via Dogana, 2 I-21052 Busto Arsizio T: +39 0331 373800 F: +39 0331 373810	Tumbiolo Claudia Hupac Intermodal Italia Srl Via Dogana, 2 I-21052 Busto Arsizio +39 0331 - 373802 privacy.hiita@hupac.com
<b>For suppliers of Termi SpA</b> Termi SpA Via Dogana 8 I-21052 Busto Arsizio T: +39 0331 608540 F: +39 0331 382880	Giacometti Monica Termi SpA Via Dogana 8 I-21052 Busto Arsizio T: +39 0331 – 373141 privacy.termispa@hupac.com
<b>For suppliers of Fidia SpA</b> Fidia SpA Via Dogana, 2 I-21052 Busto Arsizio T: +39 0321 998155 F: +39 0321 992628	Oldani Nicoletta Fidia SpA Via Dogana, 2 I-21052 Busto Arsizio T: +39 0331 - 373701 privacy@fidia-spa.it
<b>For suppliers of Centro Intermodale SpA</b> Via Bertani, 6 I-20154 Milano T: +39 0331 339251	Oldani Nicoletta Centro Intermodale SpA Via Bertani, 6 I-20154 Milano

F: +39 0331 685293	T: +39 0331 – 373701 privacy@centrointermodale.it
<b>For suppliers of Piacenza Intermodale SpA</b> Piacenza Intermodale SpA Via Coppalati 6 I-29122 Piacenza T: +39 0523 695070 F: +39 0523 570096	Paolo Busini Piacenza Intermodale SpA Via Coppalati 6 I-29122 Piacenza T: +39 0523.695070 privacy@piacenzaintermodale.it
<b>For suppliers of Terminal Piacenza Intermodale Srl</b> Terminal Piacenza Intermodale Srl Via Carlo Strinati, 7/9 T: +39 0523 570097 F: +39 0523 570096	Russo Laura Terminal Piacenza Intermodale Srl Via Carlo Strinati, 7/9 I-29122 Piacenza T: +39 0523-570015 privacy@terminalpcintermodale.it
<b>Netherlands</b>	
<b>For suppliers of Hupac Intermodal NV</b> Hupac Intermodal NV A. Plesmanweg 107C NL-3088 GC Rotterdam  T: +31 10 4952522 F: +31 10 4950915	Alina Van Meggelen Hupac Intermodal NV A. Plesmanweg 107C NL-3088 GC Rotterdam +31 10 4952522 Privacy.NL@hupac.com
<b>Belgium</b>	
<b>For suppliers of Hupac Intermodal BVBA</b> Hupac Intermodal BVBA Muisbroeklaan, Kaai 468 B-2030 Antwerpen T: +32 3 5417269 F: +32 3 5417669	Dirk Fleerackers Hupac Intermodal BVBA Muisbroeklaan, Kaai 468 B-2030 Antwerpen +32 3 5417269 Privacy.BE@hupac.com
<b>Poland</b>	
<b>For suppliers of Hupac Terminal Brwinów Sp. z o.o.</b> Hupac Terminal Brwinów Sp. z o.o. Al. Jerozolimskie 125/127, lok. 406 PL-02-017 Warszawa T: +48 22 6997221 F: +48 22 8910211	Diana Batko Hupac Terminal Brwinów Sp. z o.o. Al. Jerozolimskie 125/127, lok. 406 PL-02-017 Warszawa Privacy.BE@hupac.com

## 10 CHANGES

- 10.1 The present General Conditions may be modified at any time, subject to prior notice to the addresses referred to in art. 12 below.
- 10.2 Acceptance of the modified General Conditions shall be a condition for participation in the Events and/or continuation of participation in any possible current Event(s).

## 11 CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY

- 11.1 The data and commercial information relating to the performance of each Event are treated by Hupac and the System Operator as strictly confidential and reserved.
- 11.2 Hupac, through the support of the System Operator, takes the most appropriate technical and procedural measures to ensure IT security during the performance of the Events.

## 12 COMMUNICATIONS

Any communication relating to the General Conditions for the use of the Portal must be sent:

- As for the Economic Operator, to the address communicated by him with the registration;
- As for Hupac to the e-mail address: engineering@hupac.com

## 13 MINIMUM TECHNICAL REQUIREMENTS

The Economic Operator undertakes to comply with the Minimum Requirements, in terms of hardware, software and connectivity, communicated on the Home Page of the Portal under the heading "Minimum Technical Requirements".