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## Terms and Conditions of Suppliers Portal – Version 2.1 of 1st September 2018

### Whereas

- a) the A2A Group uses online procedures for supplier qualification, bid request management, bidding processes and sub-contracting authorisation;
- b) the parent company, A2A S.p.A., provides an online platform, operated by third parties, for itself and A2A Group companies, used to manage supplier qualification and sub-contracting;
- c) the parent company, A2A S.p.A., has obtained a licence, for itself and A2A Group companies, to the online platform, appropriately customised for the receipt of contractual proposals and/or the management of online bidding procedures for the purchase of services, products, labour and works;

**the Supplier declares that it accepts these Terms and Conditions.**

### Article 1 – Purpose of the Terms and Conditions

These Terms and Conditions govern access to the A2A Suppliers Portal.

The A2A Suppliers Portal is an online system for managing supplier qualification, requests for bids, bidding processes and other services necessary for contract management (such as sub-contracting applications).

### Article 2 - Definitions

In these Terms and Conditions, the following terms have the meanings indicated below:

**A2A:** A2A S.p.A. and/or A2A Group companies;

**Suppliers Register:** the list of companies that have qualified through the online procedure available from the Suppliers Portal;

**Browser:** a programme that allows users to view and interact with the content of websites;

**Product or Service Categories:** the categories into which goods, labour and services are grouped;

**Access Credentials:** usernames and passwords;

**Contracts:** works, service, supply and purchase contracts;

**Customer Support:** the customer support service provided by I-Faber SpA, specifically engaged by A2A S.p.A. Customer Support is designed to provide support with the use of the Suppliers Portal. Customer Support may be contacted from 8:30 AM to 6:00 PM, Mondays to Fridays, at the number +39 0810084010 or by sending an e-mail to the address [acquisti.gruppoa2a@i-faber.com](mailto:acquisti.gruppoa2a@i-faber.com);

**Electronic Document:** the electronic representation of legally relevant transactions, facts or data, obtained through the Suppliers Portal;

**Supplier:** an economic operator (natural person or legal entity, separately or in association with other economic operators; each economic operator may be a company, consortium, association or foundation) interested in bidding on contracts to supply goods, labour and/or services to A2A;

**Online Bidding:** an electronic bidding procedure conducted through the Suppliers Portal, according to these Terms and Conditions;

**Party/Parties:** in the singular, A2A and/or the Supplier, separately, and in the plural, A2A and the Supplier, jointly;

**Password:** a confidential alphanumeric code that, along with the username (User ID), enables the Supplier to access the Suppliers Portal;

**Suppliers Portal (or Portal):** A2A's Internet Portal, available at the address [www.a2a.eu](http://www.a2a.eu) through the "Suppliers" link, which contains the tools and information for allowing Suppliers to qualify, participate in electronic bids and request sub-contracts;

**Qualification Process:** the evaluation process that determines that Suppliers who so request are eligible to participate in bidding processes announced by A2A without advance publication of a call for bids. The qualification system begins with identification of applicants. It is open to all interested companies and helps maintain an up-to-date list of Suppliers to be contacted, at A2A's discretion, for bidding processes for works, goods and services;

**Records:** the electronic archives containing the deeds, data, documents and information pertaining to qualification processes;

**Terms and Conditions:** this document, including the recitals;

**System:** the hardware and software that together enable the use of the Portal;

**Username (User ID):** the alphanumeric code identifying the Supplier that, associated with the Password, allows users to access the Suppliers Portal;

**User(s):** the individual parties for whom the Supplier has requested authorisation for access to the Suppliers Portal.

### Article 3 – Subject matter and scope of application

These Terms and Conditions govern the processes managed through the Suppliers Portal, such as the qualification process, participation in electronic bidding processes by Suppliers of goods, materials, works and services, and applications for authorisation of sub-contracting.

By signing these Terms and Conditions, contingent on acceptance by A2A of the application for registration in accordance with Article 7, the Supplier may access the Portal to apply for inclusion in A2A's Suppliers Register, submit contractual

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proposals and/or take part in online bidding processes announced by A2A for the purchase of services, products, labour and works and/or apply for authorisation of sub-contracting.

The technical conditions of operation of the Suppliers Portal and the rules for submitting bids or conducting online bidding processes will be made available from time to time on the Suppliers Portal. Suppliers shall always be required to read, accept and comply with those conditions, as defined from time to time.

### **Article 4 - IT equipment**

To access and use the Portal, the Supplier must obtain a PC with a browser, an Internet connection and an e-mail address, all at its own expense. For the detailed minimum and recommended technical requirements, refer to the Manual (or the Minimum Requirements document), available from the specific section of the Portal, the content of which, as amended, is to be regarded as an integral part of this document. By accepting this document, the User agrees that the costs of the required hardware and software and all other equipment that proves necessary due to future development of the system, shall be borne by each Party to the extent of its respective needs.

### **Article 5 - Integrity of the Suppliers Portal**

The Supplier is expressly prohibited from using mechanisms, devices and/or software that alter the proper operation of the Portal and/or the mechanisms of ongoing operations. In particular, any actions that give rise to excessive or unreasonable load on the system are prohibited. The Supplier undertakes to ensure that it does not infect the Portal with viruses via e-mail or other electronic channels that may interfere with, damage, intercept or expropriate any system, data or personal information. The Supplier undertakes not to access the Portal and/or not to continue to access the Portal by illicit or unauthorised means, as defined in these Terms and Conditions or in the rules published on the Portal. In accordance with Art. 17, any illicit access or access that entails direct or indirect damage to A2A, including any penalties levied by the licensor of the online Platform accessed by the Suppliers Portal, will entail an obligation for the Supplier to compensate A2A for all resulting damages.

### **Article 6 - Authorisation procedure - Granting of access and Access Codes**

To access the System, the User must connect to the portal and follow the instructions provided in order to register and obtain the Access Codes required to be granted access. The Supplier undertakes to keep and protect with the utmost diligence the Password and Username assigned through the Portal and ensure that they are only used by registered Users and are changed regularly.

If the Password and/or Username is/are stolen or misplaced, the Supplier shall immediately inform A2A, which shall deactivate them and initiate the procedure for issuing a new Password and/or Username. In any event, the Supplier acknowledges and accepts that the Supplier shall be directly responsible for all access to the Portal and all submissions of bids made using its Username and Password.

The Supplier shall be responsible for, and undertakes to uphold, the secrecy of the Access Codes, and thus is responsible for all use of those same Codes.

Furthermore, the Supplier shall be solely responsible for all activities performed within the Portal and undertakes to indemnify and hold harmless A2A from any claims and/or demands arising from or directly or indirectly associated with the use of the tools made available on the Portal. The authorised Supplier represents that it is aware that knowledge of the Access Codes by third parties would allow them to access the portal and undertake material legal transactions directly attributable to the Supplier. By signing this document, the Supplier represents that it has been informed of the best technologies and techniques for storing the Access Codes and undertakes to keep them with enhanced due diligence.

With respect to the above, and without prejudice to its exclusive responsibility, the Supplier is required to inform A2A, by electronic mail, as soon as it becomes aware thereof, of any unauthorised use of its Access Codes by third parties, and hereby undertakes to indemnify and hold harmless A2A from any claims and/or demands put forth as a result of and/or in relation to, directly or indirectly, such use or abuse by any party.

### **Article 7 - Registration**

To register, the Supplier must complete the related registration procedure, by completing the questionnaire available from the Portal. In order to ensure that the Portal is used properly and transparently, and to protect its Users, the Supplier undertakes to provide complete and accurate information required to register. In any event, A2A reserves the right to approve or revoke registration, at its sole discretion: by signing these Terms and Conditions, the Supplier waives any rights to related claims. The Supplier shall update its registration details, including its e-mail address, in a timely manner, so that such details are complete, accurate and up-to-date. The Supplier shall bear all risk and consequences of failure to update such details.

A2A's acceptance of the application for registration submitted by the Supplier entails a non-exclusive, non-transferable right for the Supplier to access the Suppliers Portal and use its services, according to these Terms and Conditions and the instructions provided within the Portal.

To participate in any online bidding processes to which it may be invited, where approved by A2A, the Supplier must view and accept the general conditions of purchase and/or the documents relating to the services, products, labour and

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works at issue in the bidding, in accordance with the rules established from time to time concerning the submission of bids and all other documents drawn up and/or prepared by A2A to that end.

### **Article 8 - Qualification process**

The Portal contains a list of the categories for which the Supplier may apply for qualification. The qualification process is initiated by the Supplier through the Portal's features. The entry by the Supplier of all information identified as mandatory on the Portal is an essential prerequisite for the initiation of the qualification process. The Supplier hereby undertakes to provide, where requested by A2A and according to the schedule indicated by A2A, suitable documentation and/or the necessary samples in support of its representations during the qualification process. A2A reserves the right to all forms of control in order to verify the accuracy of the information recorded in the System and observance of the principles of integrity and good faith. Where the Supplier fails to respond to requests for clarification, additional information and/or collaboration more generally, this will render it impossible to grant or confirm previously granted qualification.

By accepting these Terms and Conditions, the Supplier acknowledges A2A's right, at its sole discretion, not to grant qualification and/or to revoke previous qualification at any time, and further waives the right to make any claims in connection therewith.

### **Article 9 - Validity of qualification**

Unless revoked, qualification is valid for three years from the date on which A2A gives notice of the successful completion of the process and qualification. Notice of successful qualification will be sent by e-mail to the address entered into the Portal.

Thirty days before expiry, the Supplier will receive an e-mail at the address entered into the Portal, in which it will be asked to renew qualification and to confirm (or modify, where appropriate) the information entered into the Portal.

If no reply is received, qualification will expire on the original expiry date.

### **Article 10 - Modification of data**

In accordance with Art. 7, par. 1, second-to-last sentence, the Supplier is required to inform A2A in a timely manner, using the Portal's features, of changes in the information entered, including all changes to the organisational structure of the company, even where due to extraordinary transactions (e.g., sales, mergers, transfers of business branches, etc.). In such circumstances, A2A reserves the right to conduct the appropriate inquiries to confirm or revoke qualification, where it sees fit to do so. The Supplier shall be liable for all risks and expenses resulting from failure to update such information.

In accordance with Art. 7, par. 1, second-to-last sentence, the Supplier is also required to constantly ensure timely updates of the contact information entered into the Portal, and in particular the e-mail address provided upon registration. The Supplier shall be liable for all risks and expenses resulting from failure to update such information.

No claims may be made against A2A as a result of non-receipt of communications due to failure to update contact information, or the lack of such information (for example, because the Supplier's e-mail inbox is full).

### **Article 11 - Deletion and revocation**

Each Supplier may apply for deletion from the System at any time, without prejudice to any obligations already assumed through the Portal. Applications for deletion must be submitted with 30 days' notice by e-mail or through the Portal's features. Once the application has been submitted, the Supplier undertakes not to use the System, except to perform activities required to fulfil its existing obligations properly and completely.

Independently of a request from an interested party, A2A reserves the right, at its sole discretion, to revoke the authorisations granted at any time. If authorisation is revoked during procedures for which the Portal is the only channel of communication and participation, A2A shall permit the party concerned to continue the procedure. By accepting these Terms and Conditions, the Supplier also agrees to the above faculty, in connection with which it waives possible claims.

### **Article 12 - Negotiation, conclusion and management of contracts**

The Supplier acknowledges that registration, and/or any requests for bids and/or the submission by the Supplier of applications for authorisation of sub-contracting will not result in any obligation for A2A to conclude contracts or authorise sub-contracting. In particular, A2A shall remain free to conclude or not to conclude any contracts, either with Suppliers that have submitted bids through the Portal or with parties subsequently asked to submit bids, and to request clarification, further bids or new bids. By accepting these Terms and Conditions, the Supplier also accepts the provisions of the foregoing sentences, and thus waives the right to make claims.

The Supplier expressly acknowledges that a Contract or Contracts may only be concluded following the issuance by A2A of a specific Purchase Order and the acceptance by the Supplier the Purchase Order according to the conditions set out therein.

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In accordance with the foregoing, the Supplier acknowledges that A2A shall remain free to grant or deny authorisation for sub-contracting, without prejudice to compliance with applicable legislation. Under no circumstances may a request addressed to the Supplier for clarification, additional information and/or explanations concerning the application for authorisation of sub-contracting be regarded as express or implied authorisation.

### **Article 13 - Supplier's obligations**

The Supplier undertakes to comply strictly with the rules for submitting bids or carrying out projects established by A2A, including as regard bidding processes and the entry by the Supplier of its bids into the Portal in accordance with the indications and technical instructions published on the Suppliers' Portal, without any right to indicate reservations and/or objections on the subject.

The Supplier specifically undertakes to identify and indicate to A2A upon registration, and then to update in a timely manner, the name(s) and details of the person(s) engaged by the Supplier who will be authorised to access the various sections of the Portal ("User(s)"). In particular, for access to online bidding procedures, the Supplier expressly undertakes to authorise only Users who have the necessary, appropriate powers, including as regard spending limits, with respect to participation in individual bidding procedures. In any event, by signing these Terms and Conditions, the Supplier hereby ratifies the actions of the User(s) appointed by the Supplier according to the conditions set out in these Terms and Conditions and the Suppliers Portal.

### **Article 14 - Communications between the Parties**

All communications between the Parties should be sent using the Portal's features or done in writing by e-mail to the address [acquisti.gruppoa2a@i-faber.com](mailto:acquisti.gruppoa2a@i-faber.com).

### **Article 15 - Malfunctions**

The Parties undertake to inform one another of any connection problems (e.g., identification of the sender, incomprehensibility of document contents, etc.). Suppliers that have difficulty using, or an unable to use, the services governed by this document must immediately give notice thereof to the e-mail address [acquisti.gruppoa2a@i-faber.com](mailto:acquisti.gruppoa2a@i-faber.com) and, to the extent possible, take action to solve the problems that have occurred.

### **Article 16 - Content and efficacy of registrations**

The Portal has been created using solutions that prevent changes or modifications of any kind to documents, system information or other electronic representations of online transactions and operations. The Portal allows A2A to check the main parameters of the System's operation and report procedural anomalies. Without prejudice to definitive, expressly contrary court decisions and applicable legislation, the entries in the log file generated by the System, including, but not limited to, the communications displayed by the System and/or sent by e-mail message, will be regarded as constituting proof between all Parties of the content and date of the documents/messages exchanged via electronic channels.

### **Article 17 - Liability for damages**

A2A assumes no liability for the malfunction and/or inability to use the connection and/or link due to any cause. By signing these Terms and Conditions, the Supplier therefore releases A2A from liability, waiving the right to claims and/or demands of any kind, for adverse consequences of any kind or direct or indirect damages caused to A2A or third parties as a result of unlawful, improper or adverse use of the Access Codes and undertakes to compensate A2A for damages of any kind that A2A sustains as a result of such events. The Supplier is liable for damages sustained by A2A due to any act, breach and/or omission.

### **Article 18 - A2A's obligations and limitation of liability**

A2A undertakes to maintain high standards of quality of the Suppliers Portal and ensure that the most appropriate measures are taken, according to the state of the art, against the risk of the destruction, loss and/or alteration of data and/or unlawful intrusion into and/or use of data by unauthorised third parties.

A2A is not liable, except in cases for wilful misconduct or gross negligence, for errors, omissions or inaccuracies in the data published on the Suppliers Portal, nor for suspensions, interruptions, delays and/or anomalies in operating conditions, including those beyond its control and/or due to technical problems or the unlawful intrusion into or use of the data by unauthorised third parties. Similarly, A2A is not liable in any way, except in cases of wilful misconduct or gross negligence, for any errors, omissions and/or inaccuracies contained in the data entered into the Suppliers Portal by the Suppliers.

A2A does not guarantee the continuity of the service, nor the operation and compatibility of the Suppliers Portal with the Suppliers' hardware and software systems, nor is it liable for the constant availability of the telephone lines and equipment that A2A and the Suppliers use to submit bids and/or participate in online bidding procedures.

The Maintenance operations will normally be carried out from 19.00 to 8.00 on weekdays or during the weekend and communicated in advance through the publication of a Notice to the Supplier Portal. The Suppliers take note and

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accept that the access to the Supplier Portal, or some of the Portal Functionality, may be suspended or limited to allow technical activities to restore or improve functionality or safety of the Supplier Portal.

By signing these Terms and Conditions, the Supplier accepts the above limitation of liability.

### **Article 19 - Use of the Suppliers Portal**

The Supplier expressly undertakes, assuming full liability, not to enter into the Suppliers' Portal any information, data, bids or other items that may be regarded as in conflict with the law, public order or decency, or that may infringe upon the rights of third parties in any manner.

The Supplier shall indemnify, hold harmless and compensate A2A for all actions, rights and/or claims of other Suppliers or third parties in relation to the violation of these Terms and Conditions.

### **Article 20 - Intellectual property rights**

The Supplier warrants that it has lawful title to the information, data, music, sounds, photographs, images, messages and/or all other types of materials entered by the Supplier into the Suppliers Portal and that they do not infringe on the rights of any third parties, including, without any limitation, intellectual property rights, distinctive signs and/or patents.

The Supplier acknowledges that the contents, information and databases entered into the Suppliers Portal by A2A may be used by the Supplier solely for the purposes set out in these Terms and Conditions. In any event, the Supplier is expressly prohibited from any other use, including reproduction, sale, modification, distribution, transmission, and re-publication, in whole or in part, of the contents, information and databases available on the Suppliers Portal.

### **Article 21 - Right to modify the Terms and Conditions unilaterally**

A2A reserves the right to modify this document at its sole discretion. In such circumstances, the new version will be published on the Portal and a message will concurrently be sent to the e-mail address indicated by the Supplier when registering its details. The use of the Portal by the Supplier after receipt of notice of the modification of this document will be regarded as full acceptance by the Supplier of the new version of the document.

If the Supplier does not intend to accept the changes implemented by A2A, it shall apply for deletion from the System pursuant to Article 11 of these Terms and Conditions.

### **Article 22 - Compliance with the law generally and corporate criminal liability pursuant to Legislative Decree No. 231 of June 8, 2001**

A2A carries out its activity in full accordance with all laws, authorisations, provisions, regulations, decisions and ordinances pertaining to any aspects bearing on the conduct of its activity. Accordingly, the establishment and continuation of any contractual relationship, including the present relationship, are contingent on that same principle of strict compliance with applicable laws and regulations.

In this regard, it is understood that, in carrying out any activities governed by these Terms and Conditions for the proper conduct of the qualification process, and for the assignment, retention or renewal of any qualification granted, the Supplier undertakes not to engage in behaviour that could result in violation of applicable laws and regulations.

With respect to the provisions of Legislative Decree 231 of June 8, 2001 concerning corporate criminal liability, as subsequently amended (hereinafter "Decree 231/01"), the Supplier represents and warrants that, in carrying out the activities governed by these Terms and Conditions, persons serving in positions of representation, administration or management of the enterprise or an organisational unit of the enterprise, persons who manage or control the enterprise, including on a de facto basis, and persons otherwise subject to management or supervision by any of the foregoing parties shall not engage in any behaviour, act or omission and shall not give rise to any event that may result in liability pursuant to Decree 231/01. In this regard, the Supplier represents that:

- it is aware of applicable legislation governing the administrative liability of companies, and in particular of the provisions of Decree 231/01;
- it has adopted and effectively implemented all company procedures and has imparted instructions to its employees and/or contractors to prevent actual or attempted commission of the offences set out in Decree No. 231/01.

Violation of the above organisation and management principles, including by the sub-contractors indicated by the Supplier, constitutes gross breach preventing the continuation of contractual relations with A2A. It is therefore understood that in the event of total or partial breach of the obligations set out in this article, or in the event of refusal or unjustified delay in submitting any documents, information and data requested by A2A from the Supplier in relation to the obligations set out herein and, generally, in the event of violation of the representations and warranties set out above, approval will be denied or, if already granted, will be revoked due to the fault of the Supplier, with the ensuing obligation to indemnify and hold harmless A2A from losses, damages, expenses, responsibilities and actions that may derive from the violation and breach described above.

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### **Article 23 - Notice pursuant to Art. 13 of Legislative Decree No. 196 of 06.30.2003, the "Personal Data Protection Code"**

In compliance with the obligations imposed by Art. 13 of Legislative Decree No. 196/03, we hereby inform you that A2A S.p.A. and companies in relationships of control or association with it pursuant to Art. 2359 of the Italian Civil Code, as data controllers, process personal information for the purposes of managing the Suppliers.

#### Purposes of processing

In particular, processing relates to:

- management of the phases prior to the signing of the contract, such as managing the Suppliers Register and, generally, qualification with or without prior publication of a call for bids;
- the holding of bidding procedures;
- the conclusion and performance of the subsequent contract, where applicable, and fulfilment of the related legal obligations (of an administrative, statutory and tax nature) and protection of the resulting rights; - completion of sub-contracting, where applicable.

#### Processing methods

Personal data are entered into the dedicated register of A2A and the Companies in relationships of control or association with it pursuant to Art. 2359 of the Italian Civil Code solely for the reasons and according to the terms set out in this notice. Data are processed with or without the aid of electronic instruments, according to the principles of propriety, lawfulness and transparency, so as to protect the confidentiality and rights of the interested party at all times in accordance with Art. 11 of Legislative Decree No. 196/03.

#### Nature of provision of data and any consequences of refusal

All personal data collected in the context of the processing in question are strictly functional to achievement of the aims set out above. Collection of the data necessary for optimal assessment of the possible contracting party and signing of the contract, where applicable, or necessary for management of the documentation required by law for assignment of sub-contracts, is mandatory in accordance with applicable provisions of company contracts and legislation. Failure to provide such data would render it impossible to establish a contractual relationship with the interested party or to finalise any assignment of a sub-contract, and to undertake the ensuing necessary actions.

#### Data processors - communication and dissemination of the data

The personal data collected are processed solely by employees or contractors who need to know the data in order to carry out their duties. Such individuals include, without limitation, the staff of A2A's Supplier Qualification Organisational Unit. Personal data may also be disclosed to authorities, government offices and third parties, such as the independent auditors, in accordance with legal obligations. Data will not be disseminated.

#### Data controller and data processor

The data controllers are A2A S.p.A., with registered office in Brescia at Via Lamarmora 230 and headquarters and administrative office in Milan at Corso di Porta Vittoria 4 and the companies in relationships of control and association with it pursuant to Art. 2359 of the Italian Civil Code, an up-to-date list of which may be requested at any time from the Privacy Office of A2A S.p.A., Corso di Porta Vittoria 4, 20122 Milan (MI).

The data supervisors is the Head of Purchasing for A2A, with official domicile at Corso di Porta Vittoria 4, Milan. Several companies that provide specific processing services or perform activities related, instrumental or in support of that carried out by the data controllers have also been designated data supervisors. A full, up-to-date list of all data controllers and data supervisors is available from the Privacy Office of A2A S.p.A., Corso di Porta Vittoria 4, 20122 Milan (MI).

#### Interested party's rights

To exercise the rights set out under Art. 7 of the Privacy Code (including the rights to confirm existence of personal data about the interested party and to have data deleted, updated, corrected and supplemented), please contact: A2A S.p.A., Privacy Office - Corso di Porta Vittoria 4, 20122 Milan.

### **Article 24 - Applicable law and court of jurisdiction**

These Terms and Conditions are governed by the laws of Italy.

The Court of Milan will have sole jurisdiction over all disputes relating to the interpretation, application and performance of these Terms and Conditions.

Pursuant to Article 1341 of the Italian Civil Code, the Supplier expressly accepts the following clauses: Art. 7 (Registration); Art. 8 (Qualification process); Art. 10 (Modification of data); Art. 11 (Deletion and revocation); Art. 12 (Negotiation, conclusion and management of contracts); Art. 13 (Supplier's obligations); Art. 17 (Liability for damages); Art. 18 (A2A's obligations and limitation of liability); Art. 19 (Use of the Suppliers Portal); Art. 21 (Right to modify the Terms and Conditions unilaterally); and Art. 24 (Applicable law and court of jurisdiction).