

1. INTRODUCTION

1.1 Coop Italia s.c. (from now on “COOP ITALIA”) is the owner of the portal <https://plt.coopitalia.coop.com> (hereinafter referred to as the Portal).

1.2 The Portal is used by COOP ITALIA to carry out activities related to Coop Private label.

2. OBJECT

2.1 This Agreement (the Agreement) sets the terms and conditions for the participation of certain subjects, operating within their entrepreneurial activity, (the Supplier or the Suppliers), upon invitation, to the activities (Activities), requested by COOP ITALIA and executable through the technological Platform, composed of proprietary hardware and software.

2.2 Activities include Events, whose execution is regulated by the “Regulations for the participation to the events executable through Coop Italia Private Label Trade portal” (the Regulations) attached to these Terms of participation, of which they are an integral and fundamental part.

2.3 The parties agree that these Terms of participation and the related Regulations for the participation to the events through the Portal shall be an integral and fundamental part of the Coop Private Label Supply Agreement.

3. REGISTRATION TO COOP ITALIA S.C. PORTAL – PARTICIPATION TO ACTIVITIES

3.1 The registration to the platform is a necessary and indispensable condition to participate to the activities. To this end, the Supplier inserts on the platform its data and all information deemed necessary or useful by COOP ITALIA to identify such supplier (Registration data). The Supplier ensures that data provided are true and correct.

3.2 With the registration, the Supplier chooses an identification code (User ID) and it is given a password. Registration is deemed completed when both Password and User ID are validated.

3.3 User ID and Password are strictly personal and they cannot be transferred. The Supplier undertakes not to disclose them to third parties and to keep them confidential, and it is the sole responsible of their use by third parties, undertaking to promptly inform COOP ITALIA in case they should be stolen or lost.

3.4 Once User ID and Password are validated, the Supplier can, if invited, participate to the Activities using a standard personal computer provided with internet connection, according to the basic technical requirements indicated by COOP ITALIA. Purchase, installation and configuration of any hardware and software are to be paid by the Supplier.

3.5. The Supplier designates the name indicated in the dedicated field below the Agreement as the subject authorised to use the platform (Main Account). In case no specific name is indicated, the Supplier designates the signatory of the Agreement as Main Account.

3.6 The Supplier acknowledges and agrees that the use of the USER ID and Password irrevocably identifies as provided by the Supplier any data or information inserted on the Portal.

4. SUPPLIER’S OBLIGATIONS AND GUARANTEES

4.1 The Supplier undertakes:

- (i) not to adopt behaviour or practices that be anti-competition, against laws, regulations and/or third parties’ rights and not to provide false, misleading or illicit information;
- (ii) to process data and information relating to each Activity as strictly confidential and private;
- (iii) to use and configure its own software and hardware so as to allow for the Activities’ information security.
- (iv) to provide an exact, truthful, correct and not misleading description of products and services offered, and, as a consequence, of any information inserted on the platform.

(v) to undersign the Coop Private Label Supply Agreement, once it has been awarded the Event.

4.2 In relation to the use of the Platform, the Supplier declares and guarantees it has full title to or availability of any data, information and content provided to COOP ITALIA and that their use by COOP ITALIA according to this Agreement does not breach any third party's right nor laws and/or regulations.

5. EXPRESS CANCELLATION CLAUSE – RIGHT TO WITHDRAW FROM THE AGREEMENT

5.1 COOP ITALIA has the right to cancel the Agreement in case the Supplier fails to fulfil any of the obligations as of par. 4 and 7.2, that is in case the Supplier becomes insolvent or subject to other insolvency proceedings, or if it is already a Contractor for Coop Private Label products, in case of a serious non-fulfilment of the obligations provided by the Procurement contract for Coop Private Label products.

5.2 Without prejudice to the following par. 5.3, COOP ITALIA and the Supplier have the right to withdraw from this Agreement at any time, subject to prior written notice to be sent by certified e-mail (pec) or registered letter; for Contractors, the conditions provided for in the Procurement contract shall apply.

5.3 The Supplier will not be allowed to exercise its right of withdrawal during the execution of any Event it is participating to.

6. COOP ITALIA S.C. LIMITATION OF LIABILITIES AND ABSENCE OF GUARANTEES

6.1 COOP ITALIA shall in no way be liable of any damage borne by the Supplier and deriving from the use, malfunction, delayed or default in the use and/or interruption or suspension of the use of the Platform, including loss of business opportunities, missed earnings, loss of data, damage to their image, request for compensation and/or third parties' claims, caused by:

(a) "Force majeure" events, including but not limited to the following: interruption of electricity or telephone lines or connection to the network due to third parties acts, strikes, industrial disputes, wars, reasons of State or of Public or Military Authorities, embargos, vandalism and terrorist acts, epidemics, floods, earthquakes, fires and other natural events;

(b) incorrect use of the Platform by the Supplier;

(c) defects of functioning of the connection equipment used by the Supplier;

(d) faults to information systems, telecommunication equipment and/or technological systems of COOP ITALIA for a period shorter than 30 days.

6.2. The Supplier acknowledges and agrees that:

(i) COOP ITALIA reserves the right to stop and/or suspend the use of the Platform and/or to revoke the registration and authorisation at any time, by prior notice to the Supplier, with no liability towards the Supplier.

(ii) the Platform can be used as is, without any sort of guarantees; the Supplier therefore waive all guarantee, expressed or implicit, such as for example, the guarantee of suitability for a specific use or aim.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS AND PRIVACY DATA

7.1 Contents and information available on the websites, the Platform, and the related software used are exclusive property of COOP ITALIA, or they are licensed to the same by third parties, and they are protected by copyright or other intellectual property rights (including rights on databanks).

7.2 The Supplier undertakes not to download, reproduce, transfer, sell or distribute, in all or in part, by any right, contents and information available on the websites or received through the Platform, without prior written consent by COOP ITALIA and for aims other than the access to the websites and the use of the Platform.

7.3 The Supplier agrees that Registration Data, as well as data and information provided afterwards, will be inserted in a databank created by COOP ITALIA and of its exclusive title.

8. PROTECTION OF PERSONAL DATA

Data and information exchanged in relation to the service carried out and regulated by the Terms of participation, according to Privacy law, DPR. 196/2003 shall be processed used by the Parties exclusively for the above-mentioned commercial activity. The Parties authorize each-other to process such personal data provided and exchange their respective Information for the processing of personal data – for Coop Italia as per attachment P.

9. COMMUNICATIONS

9.1 Any communication related to the Agreement shall be sent to the Supplier, via email, to the address communicated by the Supplier to COOP ITALIA with the registration.

9.2 Communications may be done also via fax or registered letter to the Supplier to the address communicated to COOP ITALIA.

10. AMENDMENT OF THE TERMS OF PARTICIPATION

10.1 The Supplier agrees that COOP ITALIA is entitled to amend the Agreement at any time, with communication via fax or email.

10.2 Amendments are deemed accepted with the first use of the Platform by the Supplier except if the Supplier has sent a communication expressing its will not to accept them.

10.3 It is understood that acceptance of amendments by the Supplier can not be partial, and it must be deemed referred to them as a whole.

10.4 The Supplier is entitled to withdraw from the Terms following the communication as of Par.10.2.

11. CONFIDENTIALITY OF BUSINESS INFORMATION – INFORMATION SECURITY

11.1 Business data and information related to the execution of the Activities shall be processed by COOP ITALIA as strictly confidential.

11.2 COOP ITALIA puts in place the most suitable technical and procedural precautions in order to guarantee information security during the execution of Activities.

12. APPLICABLE LAW AND JURISDICTION

This Agreement shall be regulated exclusively by Italian law. For any dispute that may arise in respect of the interpretation, application or termination of this Agreement, the competent judiciary authority shall be exclusively the Court of Bologna.

SUPPLIER'S STAMP AND SIGNATURE

The Supplier declares it has carefully read and it approves specifically the terms agreed upon as of the following paragraphs: Par. 3.5 (Designation of the Main Account), Par. 4 (Supplier's Obligations and Guarantees), Par. 5 (Express cancellation clause – Right to withdraw), Par. 6 (COOP ITALIA Limitations of liability and absence of guarantees), Par. 7 (Industrial and intellectual property rights), Par. 10 (Amendment of the Terms of participations), Par. 12 (Applicable law and jurisdiction).

SUPPLIER'S STAMP AND SIGNATURE

DATE

Enclosure: Terms of participation to Events executable through Coop Italia Private Label Trade portal.

MAIN ACCOUNT DATA (PAR. 3.5)

SUPPLIER'S COMPANY NAME:

[_____

_____]

REPRESENTED BY:

NAME:[_____

_____]

SURNAME:[_____

_____]

ROLE:[_____

_____]

Regulation for Events carried out through Coop Italia Private Label Trade Platform.

1. INTRODUCTION, GENERAL PRINCIPLES.

- 1.1** This Regulation sets the obligations and terms for **Events** executable through the **Platform** that COOP ITALIA and Suppliers must comply with throughout the duration of the Events, according to the Terms of participation. Further specific provisions regarding the execution of each Event, binding for Suppliers, shall be indicated in the proper information parts of the Platform.
- 1.2** **Event** means request for information of technical, qualitative and business nature by COOP ITALIA, through the Platform, for specific Coop private label products, to which exclusively Suppliers invited by Coop can participate to.
- 1.3** Suppliers invited to an Event can participate only if they are regularly registered to the Platform, as specified in the Terms of participation.

2. COMMUNICATION RELATED TO EVENTS ON-LINE, OFF-LINE.

- 2.1** Actions and communications exchanged between Coop Italia and Suppliers at any phase of the Event (including preliminaries, execution and any suspension, interruption, reopening and/or cancellation) may be executed in two operating modalities, on-line and off-line, that can be combined.
- 2.2** The on-line operating modality provides for Suppliers to access to the Platform, insert the required information, communicate with COOP ITALIA and express their will through the specific fields on the Platform.
- 2.3** The traditional off-line modality can be used (fax, email, phone), only in case the on-line modality cannot be technically used: once the on-line modality is recovered, all information and data communicated off-line will have to be inserted on the Platform.
- 2.4** COOP ITALIA and Suppliers agree that for all the Event's duration, including preliminary and subsequent phases, and for the purposes of its execution, closure, possible interruption, suspension, reopening and/or cancellation, the Terms, the official time and the past time shall be exclusively those recorded by COOP ITALIA Platform and by the other recording systems of COOP ITALIA and of BravoSolution S.p.A., who provides the technology, and that such recordings constitute full evidence of the facts and circumstances.
- 2.5** In case of discrepancy, information, data and offers actually issued and inserted in the Platform shall have priority on what contained in files, enclosures, and documents sent or anyway made available by Suppliers throughout the Event's duration.
- 2.6** Suppliers agree that the Platform shall not allow them to view the identity of other Suppliers before, during and after the execution of the Event.

3. PRELIMINARY PHASE

- 3.1** In order to create an Event on the Platform, COOP ITALIA prepares:
- A Product BRIEF with the relevant costs for the development of new products;
 - The Rules for Coop Private Label;

- Suppliers Brief
- An event called RFQ (cluster 1 questions) divided in: raw materials, finished product, commercial proposal.

3.2 COOP ITALIA forwards to selected Suppliers an invitation to the Event itself through the Platform messaging system, thus making available what indicated in par.3.1.

3.3 COOP ITALIA has the right to modify what indicate in par.3.1, including the Platform configuration parameters, informing Suppliers through the Platform messaging system.

3.4 Suppliers acceptance of COOP ITALIA invitation to participate to the Event happens implicitly through the insertion of the information requested for the participation to the Event.

4. EXECUTION OF THE EVENT

4.1 Invitation to Suppliers is the start of the Event. Each Event takes place in three phases.

4.2 Phase 1 :

Suppliers selected by Coop Italia:

Receive the invitation to participate to the specific Event;

They access the Platform and check and/or update their data (Suppliers Brief);

They enter the Enclosures area where they find:

- a) The Product Brief, document which includes the specifications required by Coop Italia, some support information (features, market benchmark, volumes, logistics, etc) and the reference timing;
- b) The Rules for Coop Private Label, that they have to read and accept if they want to participate to the Event.

They enter the RFQ where they answer to a set of questions;

They send product samples, when requested, according to the required timing indicated in the Product Brief.

4.3 Phase 2 :

Coop Italia, during the Event:

- Checks the inserted data and product samples received;
- Analyses in depth with Suppliers the commercial offers received;
- Reserves its right to carry out “checks” at the production plants indicated and to request for additional information.

4.4 Commercial data and information received will be evaluated at the discretion of COOP ITALIA; COOP ITALIA reserves the right not to close/award the Event.

4.5 Phase 3:

Award / Agreement :

- In case of positive conclusion of the technical check and final negotiation, COOP ITALIA will be able to proceed to the formal award on the Platform;
- Following the Award, it will be possible to prepare products’ technical specifications, that are an integral and substantial part of the Supply Agreement between Coop Italia and Manufacturers of Coop Private Label products (Supply Agreement) which will have to be signed between COOP ITALIA, in the name and on behalf of its Associates, and the awarded Supplier;
- All participating Suppliers will receive an official communication through the Platform on the outcome of the Event.

5. SUSPENSION AND/OR CANCELLATION OF THE EVENT

- 5.1** COOP ITALIA reserves the right, to its unquestionable discretion, to suspend and/or cancel the Event before the signature of the Agreement, by means of a simple communication to Suppliers at their email address, without incurring in any liability.
- 5.2** COOP ITALIA reserves the right, to its unquestionable discretion, to eliminate from the Event Suppliers that should be responsible of, or which should be charged with, infringements of obligations as of Par. 6 and 8, without incurring in any liability towards the same Suppliers, reserving in such cases its right to compensation for any higher damage. Elimination of Suppliers from the participation to the Event occurs with simple communication to their email address.

6. OBLIGATIONS AND GUARANTEES OF THE PARTIES

- 6.1** Suppliers accept COOP ITALIA's faculty to subordinate the participation to the Event to the release of suitable economic-financial guarantees to support the reliability and irrevocability of the offered terms.
- 6.2** COOP ITALIA and Suppliers undertake to adopt all necessary technical precautions to protect the security of business data and information exchanged during the Event and to prevent unauthorised third parties to access to them.

7. OBLIGATIONS AND GUARANTEES OF COOP ITALIA

- 7.1.** In case the Event ends with a final Award, COOP ITALIA is bound to conclude the Agreement with the selected Supplier, except in case the Supplier infringed obligations as of par. 6 and 8 and except for what provided for in par. 9.3 below.

8. OBLIGATIONS AND GUARANTEES OF THE SUPPLIERS

- 8.1** Each Supplier undertakes towards COOP ITALIA to keep the information inserted in the Platform unchanged starting from closure of Phase 1 (par. 4.2) throughout the period needed for the Event's execution, and in any case, except if agreed otherwise between the Parties, for no longer than 6 months.
- 8.2** Suppliers undertake towards COOP ITALIA :
- a) not to interfere with the proper execution of the Event by means of behaviours or practices that be anti-competition or violating laws, regulations or third parties' rights;
 - b) to inform COOP ITALIA of any situation that could compromise the proper execution of the Event;
 - c) not to offer Goods of illicit or uncertain origin; counterfeit in violation of third parties' rights and/or of local and international regulations protecting industrial and property; of any nature of which the sale should be forbidden by law or regulations;
 - d) to offer Goods manufactured/ delivered according to d.lgs. 81/08 and D.L. 242/96 , respecting the environment and the regulations to this regard, providing, if necessary, the certifications in their possession.

9. AMENDMENTS TO THE REGULATION

- 9.1** Suppliers acknowledge and accept that COOP ITALIA is entitled to amend this Regulation at any time, by means of publishing a notice on the portal, by email or fax sent to Suppliers.

- 9.2** Amendments to the Regulation will become effective on the date indicated in the notice, or in the communication as of the preceding paragraph, in any case with prior notice of at least 15 days, and it shall be deemed tacitly and unconditionally accepted by Suppliers if they continue to use their User ID and/or to participate to Events.
- 8.3** Suppliers are entitled to withdraw from the Terms of participation following notice or communication as of par. 9.1.