

## Rules of the Service "Qualification of Suppliers"

**1. Terms and Conditions for the access to the service of Qualification of the Suppliers:** This document contains the rules "*Qualification Service of Suppliers*" (hereinafter also the "Service") of Esselunga Group. | 1

**2. Description of the Service:** The "*Qualification Service of Suppliers*" is an application through which subjects acting within their business, institutional or professional work may, as suppliers of goods/products/services (hereinafter also the "Candidate/s"), electronically supply general, economic, financial data (including, but not limited to: business name, VAT, enrolling in Companies' Register and in other bodies, commodities sector, productive and intervention capacity, turnover, corporate structure, number of employees, types of certifications, safety measures, environment and health in the workplace, safety devices...) to Esselunga Group Companies in order to submit their applications as suppliers of Esselunga Group. Such data are stored in a database, placed on Esselunga's server. Esselunga Group Companies may view and extract, also by download, the qualification information inserted and published by the Candidates and select those of its interest. Esselunga Group Companies may also request the inclusion of additional data as well as the regular updating of data inserted by the Candidates on the website of the <https://fornitori.esselunga.it> (hereinafter also the "Web-Site").

**3. Qualification Service of Suppliers access:** **3.1** The Esselunga Group's Portal registration is mandatory condition to access to the "*Qualification Service of Suppliers*". The selected suppliers will receive from Esselunga by email the User ID and the Password for accessing the "*Qualification Service of Suppliers*" on the Portal. The Supplier should change the Password after the first access and it may modify the Password using the appropriate process whenever. **3.2** User ID and Password are strictly personal and non-transferable. The Supplier pledges not to disclose them to third parties and to store and safeguard them with the utmost care. The Supplier shall be held solely accountable for their use by third parties and, in any case, shall immediately notify the Esselunga in case of their theft or loss.

**4. Personal Data:** **4.1** For the purpose of these Regulations, Personal data are:

- (i) Last Name, First Name, Company, Title or Business Name;
- (ii) Address, city, Zip Code, Region and Country where the Registered Office is;
- (iii) VAT number and Fiscal Code;
- (iv) e-mail address, telephone and fax number;
- (vii) Corporate Stock, registration no. in the Chamber of Commerce.

**4.2** In case of incorrect Personal Data, the Candidate can amend them by

accessing the dedicated area of the Web-Site, attaching, if requested, the supporting documentation. **4.3** Esselunga is free from any liability in any way arising from any delays and/or omitted communications.

**5. Service Activation:** **5.1** To submit an application, the Candidate must connect to the corporate Web-Site of Esselunga, go to “Suppliers” section, complete the self-application form and follow the instructions. **5.2** Once inserted the data required, Esselunga Group Companies will examine the information provided and, if it deems the application interesting, will send an email to the Candidate – to the e-mail address specified in the application – containing the User ID and Password to start the next qualification phase. The Candidate must then provide the requested information according to the type of product/service for which it applies. Alternatively to the process above described, if the Candidate submits an application for products/services not yet listed on the Web-Site, the Supplier will be contacted by Esselunga and the application will be filled out directly by Esselunga. Esselunga will send an e-mail to the Supplier with the User ID and Password through which the Supplier may access to the “*Qualification Service of Suppliers*” (refer section 3) and input the requested information to start the next qualification phase. **5.3** At the end of the qualification phase, the Candidate will receive an e-mail about the outcome of the same. **5.4** Any possible Qualification does not imply any obligation to conclude contracts with the qualified candidate. **5.5** The Candidate shall include true and correct information and shall act diligently and in good faith. **5.6** If the application and/or the information subsequently entered are not considered interesting by Esselunga Group Companies, the Candidate will receive a notice from Esselunga containing the negative outcome of the application and the data provided will remain in the database of Esselunga, but the Candidate will not be inserted in the list of Esselunga Group Suppliers. In case of non-qualification of the Candidate, the same will have no claims for any title, reason or cause towards Esselunga.

**6. Liability of Esselunga:** **6.1** Esselunga does not guarantee the accuracy of the information entered by the Candidate and it is not liable for any Candidate’s damage arising in respect of the information provided. **6.2** With regards to the Web-Site, Esselunga does not guarantee the constant availability of the same for its intrinsic technical characteristics. Esselunga will not be responsible for the total or partial interruption of the Service, even over extended periods of time, in cases of force majeure events (including, but not limited to: decisions of public authorities, lack of electricity and missed telephone connections, disruption of cables, malfunction or overload of the internet network, unavailability or obstruction of the apparatus of the wireline, mobile and of gateways used); therefore, no refund or direct and/or indirect compensation is due in any way to the Candidate.

**7. Changes of the Qualification system:** In case of changes of the qualification system, the companies already qualified will be subject, if necessary, to a new procedure to assess the compliance with any further requirements required by Esselunga Group for the purpose of the company's qualification in accordance with the changes of the qualification system. Each of these changes is timely communicated to Suppliers.

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**8. Changes of the requirements and maintenance of the qualification: 8.1**

The Candidates qualified as Suppliers must communicate to Esselunga all changes of the requirements inserted during the application. **8.2** Such communication must be made promptly and in any event within 15 days from the occurrence of the same changes through the access to the dedicated area of the Web-Site, attaching the change supporting documentation. The delay in communication may involve, at the discretion of Esselunga Group, disqualification as a Supplier. **8.3** Changes may, at the discretion of Esselunga Group, involve a change *ex officio* of the qualification or the exclusion of the Supplier, if the requirements are no longer met. **8.4** In order to maintain the qualification, Esselunga Group Companies may also agree with the Supplier audits to ascertain the actual meeting of the requirements and request, at any time, documentation apt to prove the meeting of these requirements.

**9. Extension of Supplier's Qualification: 9.1**

The Supplier already qualified for a specific industry sector and/or for a particular category of products can apply for the extension of its qualification to other sectors and/or products. **9.2** The request for extension for a qualified supplier will be made directly from the Web-Site, indicating the commodities sector for which the extension is requested. **9.3** In the event of a request for the extension, the Supplier – if approved by Esselunga Group Companies – must send to Esselunga any additional documentation necessary for the qualification of the sector for which the extension is requested.

**10. Intellectual Property Rights: 10.1**

The content and information provided to the Candidates and Supplier and the software used are exclusive property of the same Esselunga or licensed from third parties to the same and are protected by copyright and/or by other intellectual property rights (including database rights). **10.2** Candidates and Suppliers agree that the information and data provided are placed in a database created by Esselunga and of which Esselunga is the exclusive owner.

**11. Applicable Law and Jurisdiction:** The relationships arising from the "*Qualification Service of Suppliers*" are governed by the Italian law. Any and all arising disputes regarding the interpretation, execution, validity, termination and, in general, concerning this Conditions, shall be referred to the exclusive

jurisdiction of the Courts of Milan, any other alternative Courts provided by the law being expressly excluded.

**12. Final Clauses:** **11.1 Changes** Esselunga reserves the right to modify, at any time, the consistency, the terms and conditions of the Service as well as the technical specifications of these Rules, by giving notice to Suppliers. **12.2 Exclusive** Esselunga has the right not to exclusively use the present qualification system in carrying out its activity.

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