



REGISTRATION, ACCESS, AND USE TERMS AND CONDITIONS FOR THE LAVAZZA PROCUREMENT PORTAL

1. FOREWORD AND GENERAL PRINCIPLES

LUIGI LAVAZZA S.p.A., with legal headquarters at 32 Via Bologna, 10152 Turin, has created – even on behalf of other companies controlled by the Gruppo Lavazza (namely direct or indirect subsidiaries of LUIGI LAVAZZA S.p.A., and hereinafter jointly referred to as “LAVAZZA”) – a web portal (hereinafter referred to as “LAVAZZA Procurement Portal” or, in short, the “Portal”) for the purpose of managing online negotiations, information exchange, and commercial relationships in general between LAVAZZA and third parties that, in the scope of their entrepreneurial, institutional, or professional activity, are interested in presenting an application to be included – to the full and indisputable discretion of LAVAZZA – in the register of suppliers and/or potential suppliers accredited by LAVAZZA (hereinafter, “Suppliers”).

In particular, the LAVAZZA Procurement Portal hereby allows, among other online functions, to:

- 1) draft and manage the Supplier register
- 2) manage the Supplier qualification processes
- 3) manage the selection of Suppliers and the concession of supply contracts, also by means of negotiations (hereinafter, “Events”) including, for example, information requests, calls for bid, and online negotiations (hereinafter, “Auctions”)
- 4) manage Supplier 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 LAVAZZA, and is accessible at the web address LAVAZZA-procurement.bravosolution.com.

The access and registration to the Portal by Suppliers, as well as the eventual successive acceptance of their application, their assessment, and their insertion in the Supplier register by LAVAZZA do not imply any commitment whatsoever by LAVAZZA nor the recognition of any right and/or expectation and/or legitimate concession to the Supplier to receive assignments, calls for bid, and/or subscribe supply agreements with LAVAZZA.

2. SUBJECT

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

- a) the registration and access to the LAVAZZA Procurement Portal by Suppliers
- b) the use of the Platform and Portal by LAVAZZA 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 the data necessary or useful to its identification and registration by LAVAZZA (hereinafter, the “Registration Data”) truthfully and correctly by means of filling the 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 LAVAZZA Procurement Portal in the area dedicated to its personal data. For further information concerning management of personal data by LAVAZZA, 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 LAVAZZA 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, LAVAZZA reserves the right to not accept the activation and communicate this 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.

The Supplier commits to immediately communicating to LAVAZZA 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 LAVAZZA Procurement Portal by means of a standard personal computer equipped with a standard browser and connected to the Internet. The purchase, installation, and configuration of the access software remain strictly borne by the Supplier.

4. RULES FOR PERFORMANCE OF EVENTS

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 otherwise agreed with LAVAZZA, participation to the Events implies the examination and acceptance by the Supplier of content of the said documents as well as the additional documents annexed by LAVAZZA for each individual Event. The annexes may be consulted online, by accessing the Portal.

The general principles ruling the performance of and participation to the Events are: the parity of conditions for the different parties; transparency; honesty; accuracy; confidentiality of exchanged information; and respect of laws.

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

- a) "Information Request" refers to the request to send (and the consequent transmission by electronic means by the Supplier) general or detailed information, personal data and other identification elements related to goods or services bided by the Supplier;
- b) "Calls for bid" refers to the request to send (and the consequent transmission by electronic means by the Supplier) of a binding and detailed bid of the goods or services described in the Bid, 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 commercial supply agreements, including the price and other contract conditions.

The Suppliers participate to the Events upon invitation (hereinafter, the "Invitation") by LAVAZZA, which normally occurs by means of the messaging service bided on the Portal. Unless otherwise specified by LAVAZZA, 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 LAVAZZA in accordance with the terms of the specific Event.

Upon creation of an Event, LAVAZZA shall transmit to the Suppliers it has selected the information concerning the data that the latter will compulsorily need to provide for the purposes of participating to the Event (hereinafter, "Compulsory Data"). Moreover, LAVAZZA may request the selected Suppliers to transmit, even in the form of the annexed documentation, further non-compulsory data (hereinafter, "Non-compulsory Data" and, jointly with the Compulsory Data, the "Data"). LAVAZZA is authorized to change the Data (hereinafter, "Changes"), including the Platform configuration parameters, before the beginning of the Event, upon 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 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, "Bid/s") as prescribed by the guidelines for performance 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 time of beginning and ending of the Event. It remains implicit that the latest Bid delivered by each Supplier to LAVAZZA within the end date of the Event shall be the one taken into account for the purposes of an eventual awarding.

Bids shall be assessed to the discretion of LAVAZZA, given that upon the end of the Event, LAVAZZA will have the discretionary faculty to not accept any Bid and/or to not award the Event.

LAVAZZA and its 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 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, LAVAZZA 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 must be by all means considered temporary and subject to further technical assessment, thus will not represent an obligation to negotiate with the Suppliers.

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

Failure to agree the Contract at the conditions included in the Bid – based upon which the Supplier has been recognized as the bid winner and/or bid winner for default or cause – holds the Supplier liable for reimbursement to LAVAZZA of all damages, without prejudice to any other right assigned by law.

In case LAVAZZA and the Supplier do not conclude the Contract for whichever other reason within the terms of the Bid, LAVAZZA will have the right to proceed at any time – even successive to the definitive notice of award – to the withdrawal of the said definitive notice of award and 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 presence of a just cause, LAVAZZA shall have the faculty to suspend the Event upon notifying the Suppliers by means of the Platform.

In case of a technical fault or the malfunction of the IT, technological, telephone connection, and/or recording devices related to the Portal that may compromise the regular function of the Event, LAVAZZA shall have the faculty to assess the opportunity to suspend the Event until the necessary fixing and recovery operations are carried out. It is to the discretion of LAVAZZA – in certain cases – to proceed to the cancellation or restart of the Event, even after its conclusion, without taking on – in any case – any responsibility towards the Suppliers.



In case of suspension and/or restart as described in the above paragraph, the date and time of restart of the Event, as well as its residual duration, will be communicated by LAVAZZA, with a prompt notice given to the Suppliers. As well as upon the conditions indicated in the previous articles, LAVAZZA reserves the right – at its undisputable discretion – to suspend and/or cancel the Event at any time, even later than its conclusion, simply by means of a notice given to the Suppliers at their e-mail addresses, without becoming subject to any liability.

LAVAZZA reserves the right, at its undisputable discretion, to exclude the Suppliers pleading responsible for or charged responsibility for breach in the obligations and legislation described in the government, without becoming subject to any liability towards the latter but reserving the right to refund of any damage suffered consequently 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.

Each Supplier commits – with regards to LAVAZZA – to maintaining the Bids fixed for the entire planned duration of the Event and thus all the period necessary for the award and agreement of the Contract.

5. SUPPLIER OBLIGATIONS AND GUARANTEES

The Supplier hereby commits to and guarantees to LAVAZZA:

- a) to access and use the LAVAZZA Procurement Portal in strict observance of the rules and methods established by LAVAZZA, in accordance with the applicable laws and for the sole purpose allowed by LAVAZZA;
- 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 abnormally low Bids, and declaration of false, partial, or misleading information;
- c) to process the data and information it eventually acknowledges by means of and/or as a consequence of access to the LAVAZZA Procurement Portal as strictly confidential and reserved 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 LAVAZZA Procurement Portal;
- 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 planned duration of the Event;
- g) to provide a precise, honest, truthful, 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 law or regulations.

6. RIGHT TO CANCEL ACCESS

LAVAZZA has the right to cancel the Supplier's access to the LAVAZZA Procurement Portal by cancelling it from the supplier register and interrupting the eventual ongoing activity in case of breach by the Supplier of even one of the obligations outlined in this document, or more generally speaking the eventual breach of laws or third party rights.

LAVAZZA shall communicate to the Supplier its eventual decision as described above by means of fax or e-mail, which shall be approved by means of registered mail.



7. LIMITATIONS OF LIABILITY

LAVAZZA shall not be held liable in any way for any damage suffered by the Supplier consequently to use, malfunction, delayed or failed access and/or the interruption or suspension of use of the LAVAZZA Procurement Portal, including but not limited to losses in 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, 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 LAVAZZA IT systems, telecommunication devices, and/or technological systems.

The Supplier acknowledges that:

- a) LAVAZZA reserves the right to interrupt and/or suspend its use of the LAVAZZA Procurement Portal and/or cancel its registration and enabling at any time 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, also in the fulfilment of specific legal obligations;
- b) the LAVAZZA Procurement Portal may be used by the Supplier for the sole and exclusive purposes of this document; the Supplier thus waives the vindication of contractual expectations from LAVAZZA including but not limited to the conclusion or non-conclusion of commercial agreements, the awarding or non-awarding of assignments, projects, or the like, as a consequence of the registration in the supplier register or – generally speaking – the use of the LAVAZZA Procurement Portal by the Supplier.
- c) the LAVAZZA Procurement Portal shall be used as is, shy of guarantees of any nature.
- d) the obligations accepted by LAVAZZA for the purposes of this document represent obligations related to means and not obligations of result;
- e) LAVAZZA 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 LAVAZZA Procurement Portal.

LAVAZZA 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, LAVAZZA and the Suppliers hereby recognize that BravoSolution S.p.A. independently and exclusively provides a support and licensing service for use of the Platform, but does not take part in the negotiations related to the Contract agreement.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The contents of the LAVAZZA Procurement Portal and the related software used are under the exclusive ownership of LAVAZZA or are licensed to it 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.

The Supplier commits to not violating LAVAZZA's industrial and intellectual property rights, including those related to the LAVAZZA Procurement Portal and other 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 LAVAZZA Procurement Portal, in full or in part and for all purposes, without the written authorization by LAVAZZA and for purposes other than consenting access to and use of the LAVAZZA Procurement Portal.

The Supplier states and guarantees to:



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

and, in this scope, commits to releasing LAVAZZA from any liability related to any judicial or extra-judicial request or expectation by third parties.

9. PERSONAL DATA PROTECTION

In the capacity as data controller, LAVAZZA shall process the personal data communicated by the Supplier – by means of the form present on the Platform and respecting all current legislation related to processing personal data directly and/or by means of major companies expressly put in charge as external data supervisors – solely for the purposes outlined hereinunder:

- a) the creation of a Supplier and potential Supplier database;
- b) 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, agreement, and performance of contracts with Suppliers, also by means of Auctions;
- c) fulfilment of national, EU, and international legal obligations and/or regulations;
- d) sending of notices related to the services bided by LAVAZZA, where expressly authorized by the Supplier.

Data processing for the purposes described in letters (a), (b), (c), and (d) is ruled by the Privacy Policy available at the following link <https://www.lavazza.com/en/about-us/company/privacy-policy.html>, which the Supplier shall read, and the terms of which the Supplier states to accept before continuing the registration process.

10. NOTICES

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

- a) when sent to the Supplier, to the e-mail address provided by the Supplier to LAVAZZA upon registration;
- b) when sent to LAVAZZA, to the e-mail address: procurement@lavazza.com

Notices may also be sent by means of registered mail – when sent to the Supplier – at the address provided by the Supplier to LAVAZZA and – when sent to LAVAZZA – to the address provided in the specific information section within the LAVAZZA Procurement Portal.

11. CHANGES TO THIS DOCUMENT

The Supplier acknowledges that LAVAZZA may update the Registration, Access, and Use Terms and Conditions for the LAVAZZA Procurement Portal at any time, upon prior notice to the Suppliers at the addresses outlined in section 9.

Changes go without prejudice to the Supplier’s faculty to request its cancellation from the LAVAZZA Procurement Portal following the notice described in section 10 (a). In any case, continuation of the use of the LAVAZZA Procurement Portal by the Supplier shall be deemed an acceptance to the changes applied.

It remains implied 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 inserted on the LAVAZZA Procurement Portal shall be treated by LAVAZZA as strictly confidential and reserved data.

LAVAZZA and its Suppliers shall make the most suitable technical and method adjustments in order to guarantee IT security.

13. BRAVO SOLUTION S.p.A. OBLIGATIONS

BravoSolution commits 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 its interruption.

14. APPLICABLE LEGISLATION AND COURT OF COMPETENT JURISDICTION

This document is ruled by the Italian law. All disputes arising in connection with the interpretation, execution, and/or termination of the relationship agreed upon acceptance of this document shall be reserved for the sole jurisdiction of the court of Turin (Italy).