



GENERAL CONDITIONS OF USE, BY ECONOMIC OPERATORS, OF THE SEA PROCUREMENT PLATFORM ACCESSIBLE AT THE FOLLOWING LINK:

<https://portalefornitorisea.seamilano.eu/irj/portal>.

(rev. no. 03 - May 2022)

1. BACKGROUND

1.1 "Esercizi Aeroportuali – S.E.A." (hereinafter "SEA") with registered office in Segrate (MI), Milan Linate Airport, tax code and VAT no. 00826040156, registered with the Milan Companies Register under no. 472807, makes available to interested Economic Operators the Procurement Platform "SEA Suppliers Portal" that can be reached at the link <https://portalefornitorisea.seamilano.eu/irj/portal>, on which Negotiation (Procurement) Events are held and the SEA Suppliers (Vendors) Register is managed, as well as the Qualification Systems established pursuant to Article 134 of Legislative Decree 50/16.

To access the Supplier Portal, the user must register on the Platform.

2. SUBJECT MATTER

2.1 The purpose of this document is to set out the terms and conditions under which Economic Operators may apply for qualification for the Suppliers' Register and registration in the Qualification Systems established by SEA pursuant to Article 134 of Legislative Decree 50/16, as well as participate in tender procedures for contracts subject to the application of public contract regulations.

2.2 The procedure for qualifying for the Supplier Register is governed by the "Regulations for Entry in the Supplier Register," an integral part of these Conditions, and the general and category-specific questionnaires in the Register.

2.3 Enrolment in the Qualification Systems established by SEA pursuant to Article 134 of Legislative Decree 50/16 is governed by the specific Regulations published from time to time as well as according to the provisions in force.

2.4 With regard to contracts falling within the scope of application of the public contract regulations, the requirements and procedures for participation in public tenders of Community importance and the procedures for conducting electronic auctions are governed by the documents made available under the individual tender [notice, requirements for participation and related documents], as well as by the provisions in force.

2.5 With regard to contracts falling within the scope of application of the regulations on public contracts, the requirements and procedures for participation in non-public tenders that are of an estimated amount below the Community thresholds, as well as Negotiation Events not subject to the regulations on public contracts are governed by the "Rules of Participation in Negotiation Events Managed on SEA's Procurement Portal," an integral part of these Conditions, as well as by the publication document/invitation letter and any other additional documents pertaining to the individual Event.

2.6 The Conditions and Regulations constitute the overall contractual agreement (the Contract), between each Economic Operator and SEA, regarding the use of the features available on the technology platform.

3. HOW TO REGISTER FOR THE PROCUREMENT PLATFORM

3.1 Registration through the link <https://portalefornitorisea.seamilano.eu/sqmselfreg> and subsequent enablement to access the Platform accessible at the link <https://portalefornitorisea.seamilano.eu/irj/portal> are a necessary condition to apply for qualification to the Suppliers' Register, registration to the Qualification Systems, as well as to participate in tenders held by SEA. The Economic Operator must therefore truthfully and correctly submit its data (the Registration Data) and any information deemed necessary or useful by SEA for its identification. The Economic Operator is solely and exclusively responsible for the accuracy, truthfulness, completeness and constant updating of the aforementioned data. Failure to update the



data will result in the full effectiveness and validity of actions and/or communications made using such data.

- 3.2 When registering for the Platform, the user is asked to specify whether they are registering as an existing/newly created **Temporary Consortium ("RTI" in Italian)**. In this case, after all the economic operators belonging to the existing/newly created TC have registered individually and been granted qualification, the Economic Operator that will act as consortium leader must submit a new registration on behalf of the TC as follows: under "Company name" enter the company name of the consortium leader (e.g. TC/ALFA S.r.l. consortium leader). Under "Legal form" select "RTI" from the drop-down menu, then place a tick in the RTI checkbox and proceed to fill in the appropriate tab by entering the personal data concerning the consortium leader, and the additional members of the association. Under "Business Partner" indicate the identification code assigned to the individual member (not the one assigned to the TC) by ticking the appropriate box in the case of the consortium leader. Upon completion of registration per the above, the Platform will assign the TC and Economic Operator qualified as consortium leader an identification code (username and password) expressly referring to the TC for that individual Event. Then the consortium leader will proceed to submit the bid in the manner prescribed in the tender documents, using the identification code assigned to the TC.
- 3.3 Once the registration process to the Platform is completed, the Economic Operator is sent the login credentials (username and password) via e-mail. **Registration is understood to be completed when the password is assigned, which, upon first access to the Platform, will need to be changed by the Economic Operator.** In order to be **enabled**, the Economic Operator, after accessing the Platform, must upload to the dedicated area of the Portal "Documents Folders", in "Documents for enablement to the Suppliers Portal", this document, duly filled in and digitally signed by the Legal Representative, attesting to the full knowledge and acceptance of its contents, and then await approval by SEA (the status of the document in the Platform changes to "Validated").
- 3.4 Username and password are strictly personal and non-transferable. The Economic Operator undertakes not to disclose them to third parties and to keep and protect them with the utmost diligence and will be held solely responsible for their use by third parties. The Economic Operator undertakes to notify SEA immediately of their theft or loss.
- 3.5 Once enabled, the Economic Operator may:
 - a) apply for qualification to the Supplier Register
 - b) apply for enrolment in the Qualification Systems
 - c) participate in public tenders of Community importance
 - d) be invited by SEA to tenders subject to the regulations on public contracts with a value below the EU thresholds, as well as to Negotiation Events not subject to public procurement regulations.
- 3.6 By accessing the page dedicated to the SEA Supplier Portal on SEA's institutional website, accessible at the link <http://www.seamilano.eu/it/b2b/fornitori>, the minimum system requirements indicated in the appropriate document "System Requirements" are available.
- 3.7 The Economic Operator, in the person of its Legal Representative, upon registration with the Portal designates the person authorised to use the Platform (Contact Person: Default User who will be enabled as the Platform Contact), a name to be listed in the space provided at the bottom of this document.
- 3.8 Please note that:
 - a) the Default Contact Person (Platform Contact) will be the only one to be enabled to access the Portal
 - b) the Economic Operator may enable additional individuals to use the Platform (Vendor Contact, Procurement Contact, Qualification Systems Contact).SEA may, at its sole discretion, reject requests from the Economic Operator to enable and expand the number of additional users. The Economic Operator must keep the reference data of its users up to date, especially for the Default Contact (Platform Contact), as communications will be sent to them.

4. OBLIGATIONS AND WARRANTIES OF THE ECONOMIC OPERATOR

- 4.1 In connection with the use of the Platform, the Economic Operator undertakes to:
 - a) comply with the terms and conditions set forth in the Conditions, Regulations, tender notices, notifications and related documents, specific provisions and documentation relating to tenders held by SEA



- b) comply with the SEA Supplier Code of Conduct, which can be found on SEA's institutional website.
 - c) not to engage in anti-competitive behaviour or practices, in breach of laws, regulations and/or third party rights, and not to spread false, misleading or illegal information
 - d) treat all data and information as strictly confidential and proprietary
 - e) use and configure their software and hardware in a way that ensures computer security.
- 4.2 By using the Platform, the Economic Operator implicitly represents and warrants that it has full ownership or access to any data, information and content provided to SEA and that its use by SEA does not violate any third-party rights or violate any laws and/or regulations. The Economic Operator undertakes to indemnify SEA against any third-party claims in relation to the above obligations, holding SEA harmless from any award for damages in the event of a final judgment.

5. EXPRESS TERMINATION CLAUSE – RIGHT OF WITHDRAWAL

- 5.1 SEA may terminate the Contract in the event of the Economic Operator's failure to comply with one or more of its obligations hereunder (including failure to comply with the SEA Supplier Code of Conduct), or upon failure to meet the general requirements specifically detailed in the individual Regulations.
- 5.2 SEA reserves the right to terminate the Contract at any time upon written notice to be sent by email.

6. LIMITATIONS OF LIABILITY AND NO WARRANTY BY SEA

- 6.1 SEA shall in no way be liable for any damages arising to the Economic Operator from the use, malfunction, delayed or failed use and/or interruption or suspension of the use of the Platform, including loss of business opportunities, lost profits, loss of data, damage to image, claims and/or claims of third parties, caused by:
- a) events of "Force Majeure", meaning, by way of example, any of the following: interruption of electricity or telephone lines or network connection due to the actions of third parties, strikes, industrial disputes, wars, affairs of state or civil or military authorities, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters
 - b) misuse of the Platform by the Economic Operator malfunctions of the connection equipment used by the Economic Operator, failures of the Platform's computer systems, telecommunications equipment and/or technological systems, for the time necessary to restore them.

7. CHANGE OF CONDITIONS

- 7.1 The Economic Operator agrees that SEA may amend these Conditions, as well as the individual Regulations, at any time, giving notice by publishing the subsequent versions on the Portal (Rev. No. XX). Any changes will be effective as from the date of publication of the updated texts on the Platform and will be understood to be fully and unconditionally accepted by Economic Operators by virtue of their use of the Platform. It is their responsibility to periodically check for any published updates.

8. CONFIDENTIALITY OF BUSINESS INFORMATION – INFORMATION SECURITY

- 8.1 Data and business information related to applications for qualification to the Suppliers' Register and/or enrolment in the Qualification Systems, as well as the conduct of each Event are treated by SEA as confidential and privileged unless ordered by a court or, with respect to contracts attributable to public contract regulations, in the event of a legitimate request for access to records, in accordance with Law 241/1990 and Legislative Decree 50/16.
- 8.2 SEA implements appropriate technical and procedural measures in order to ensure information security. All user and server interactions are protected by encryption algorithms that make it impossible to read and intercept any transferred data.
- 8.3 The Economic Operator undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the content and information available on or received through the Platform, without the express permission of SEA and for purposes other than to enable access to and use of the Platform.
- 8.4 The Economic Operator agrees that the Registration Data and the data and information subsequently provided will be entered into a database established by SEA.



9. PRINCIPLES OF PROTECTION AND SAFEGUARDING OF PERSONAL DATA

9.1 SEA and the Economic Operators adhere to the fundamental principles for the protection and safeguarding of personal data laid down in European Regulation 2016/679, as well as the relevant Italian legislation in force. They represent that the personal data of which they become aware in the course of their dealings shall be processed only for the purposes set forth in Article 2 "Subject-matter", as well as for the purpose of fulfilling any related obligations of a tax, accounting and administrative nature and any other related legal obligations. Data shall be processed in a predominantly automated form and with adequate guarantees of security and confidentiality, in accordance with the provisions of European Regulation 2016/679, as well as current Italian privacy legislation. All information regarding SEA's processing of personal data is set out in the Privacy Policy, which can be found at the link <http://www.seamilano.eu/it/b2b/fornitori>

10. COMMUNICATIONS

10.1 Subject to the provisions for particular cases indicated in the Regulations and specific provisions governing the individual Event, in particular, but not limited to, those subject to the application of public contract regulations, all communications regarding the Contract shall be sent:

- a) if to the Economic Operator, to the certified e-mail address given by it to SEA during registration
- b) if SEA, to the e-mail address portalefornitorisea@seamilano.eu.

11. CODE OF ETHICS

11.1 Economic Operators, by signing this document, represent that they are aware of the Code of Ethics adopted by SEA, the text of which is available at the link: <http://www.seamilano.eu/it/governance/codice-etico>, which they expressly accept, warranting that in the use of the Platform any behaviour that violates the principles established by the aforementioned Code of Ethics shall be avoided.

12. COMPLIANCE WITH LEGISLATION CONCERNING LIABILITY OF LEGAL ENTITIES

12.1 The Economic Operators represent that they are aware of and comply with current legislation on the administrative liability of legal entities and, in particular, the provisions of Legislative Decree No. 231 of 8 June 2001 (hereinafter the "Decree").

SEA represents and acknowledges (i) that it has adopted the Organisation, Management and Control Model pursuant to and for the purposes of Legislative Decree 231/2001 (hereinafter the "231 Model"); (ii) that it has appointed a supervisory body (hereinafter the "SB") appointed to monitor compliance with and effective implementation of the 231 Model by all addressees; and (iii) that it has effectively implemented company procedures, protocols, behaviours and issued instructions to its employees and/or collaborators, suitable to prevent the commission, actual or attempted, of the offences provided for in the 231 Model and to which the penalties provided for in the aforementioned Decree apply.

12.2 Economic Operators take note of the adoption by SEA of the 231 Model, which will be available for consultation at the link <http://www.seamilano.eu/it/governance/modello-organizzazione-gestione>. Economic Operators undertake to comply with it, within the limits of their competencies and responsibilities, by conforming to the ethical principles and standards of conduct laid down therein, as well as to the company procedures and protocols implemented by SEA.

To this end, Economic Operators undertake to:

- a) report directly to the SB any violations of the 231 Model or the procedures adopted by SEA for its implementation of which it becomes aware;
- b) comply with requests for information or submission of documents from SEA and/or from the SB.

12.3 In the event of non-compliance, in whole or in part, by the Economic Operators with the obligations provided for above as well as the adoption by them of conduct that differs from the provisions of the 231 Model, SEA may terminate this document pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in addition to compensation for damages, by means of a registered letter with return receipt containing a concise indication of the factual circumstances or legal proceedings proving the non-compliance.

The exercise of this right shall be at the expense of the Economic Operators, which shall bear all greater expenses and costs arising or resulting from such non-compliance, without prejudice to their liability for any adverse event or damage that may occur as a result of such non-compliance,



as well as to their obligation to indemnify and hold SEA harmless from and against any action by third parties arising from or resulting from such non-compliance.

13. DISPUTES

The Court of Milan shall have exclusive jurisdiction over all disputes relating to the formation, interpretation and performance of this Contract, which cannot be settled amicably.

14. PLATFORM CONTACT DATA (DEFAULT USER)

NAME *enter name*

SURNAME *enter surname*

QUALIFICATION *enter qualification*

EMAIL ADDRESS *enter email address*

NAME OF ECONOMIC OPERATOR *enter business name*

CERTIFIED EMAIL ADDRESS *enter certified email address*

15. DATA OF LEGAL REPRESENTATIVE

NAME *enter name*

SURNAME *enter surname*

AFFIX DIGITAL SIGNATURE OF THE LEGAL REPRESENTATIVE

Courtesy Translation



EXPRESS APPROVAL OF CLAUSES UNDER ART. 1341 OF THE ITALIAN CIVIL CODE

The Economic Operator represents that it has carefully read and approves, pursuant to Article 1341 of the Civil Code, the provisions contained in the following articles:

General Terms and Conditions for the use, by Economic Operators, of SEA's procurement platform accessible at the following link <https://portalefornitorisea.seamilano.eu/irj/portal>

Art. 5 (Express termination clause - Right of withdrawal), Art. 6 (Limitations of liability and no warranty by SEA), Art. 7 (Amendments of the Conditions), Art. 8 (Confidentiality of business information - Information security).

Regulations for registration in the Vendor List

Art. 5 (Suspension/Removal from inclusion in the Suppliers Register), Art. 7.3 (Vendor Rating).

Regulations for participation in negotiation events managed on the SEA Procurement portal

Art. 4 - Conduct of Events - Common provisions; Art. 8 - Obligations of Buyer and Suppliers; Art. 9 Minimum system requirements.

I represent that I have read the Privacy Policy and consent to the processing of my personal data provided as part of the qualification process and bidding process and the possible establishment of a contractual relationship.

AFFIX DIGITAL SIGNATURE OF THE LEGAL REPRESENTATIVE

Courtesy translation: in case of discrepancy between the Italian language original text and the English language translation, the Italian version shall prevail