



GENERAL CONDITIONS OF ITINERA SPA SUPPLIERS REGISTER

1. PREMISES

- 1.1. Itinera S.p.A. ("**Itinera**"), with head office in Tortona (AL), via Balustra 15, owner of the online Platform "EProcurement of Itinera", at the following address <http://gruppoastm.app.jaggaer.com> (hereinafter the "**Portal**"), has implemented a Suppliers Register (hereinafter the "**Register**"), managed through the above mentioned online Platform, within which Itinera can select the economic operators to whom it can send an invitation to participate to the procurement procedures.
- 1.2. These General Conditions set forth the rules for the enrolment, keeping, management and updating of the registration in the Register. By implementing the Register, Itinera intends to pursue the following aims:
 - to have a list of qualified suppliers and service providers, capable to satisfy specific requirements of quality, correctness, economic and financial viability, competitiveness and social responsibility;
 - to combine in a balanced way the economy, efficacy and promptness needs of the purchasing procedures of goods and services with the principles of non-discrimination, equal treatment, proportionality and transparency towards the market.
- 1.3. The enrolment in the Register is a necessary condition to be awarded a contract, to participate to on-line tenders, to enter into general contracts and to perform single service/supply. It is understood that Itinera shall have the right to send a request of offer to an economic operator not yet enrolled in the Register, provided that this latter shall complete its registration process before the awarding of an *on-line* Dynamic Negotiation or the signature of a contract. The implementation of the Register does not imply any kind of undertakings by Itinera to grant a contract or an award to the registered suppliers nor does it imply beginning of the relevant procedures.
- 1.4. The Register is composed by the following sections:
 - Works
 - Supplies
 - Services
 - Intellectual services of technical nature
 - Works abroad
- 1.5. Those subjects that, following a specific request, turn out to have the general requirements, the professional eligibility, the financial, economic, technical and professional capacity, as indicated in these General Conditions, will be qualified and registered in the Register.

2. REQUIREMENTS FOR THE REGISTRATION – ENROLLMENT IN THE PORTAL

- 2.1. In order to be registered in the Register, it is necessary to preliminary enroll and qualify within the Portal. To the above aim, the economic operator shall communicate, in a truthful and correct way, the data required by Itinera and shall insert the documents indicated in article 3 hereinbelow.
- 2.2. With the enrolment, the economic operator chooses one or more User ID and is given one or more Passwords. The enrolment is intended as completed once Itinera enables Password and User ID.
- 2.3. User ID e Password are strictly personal and cannot be assigned. The economic operator undertakes not to disclose them to third parties, to keep them with the utmost diligence and to immediately communicate to Itinera their possible theft or loss. The economic operator shall, in any case, be deemed responsible in case of theft and use by third parties of its *User ID e Passwords*.
- 2.4. The economic operator indicates, in the specific area of the Portal, the name of the subject authorized to use the Portal.
- 2.5. The submission of the request to be enrolled in the Register and the subsequent registration in the Portal imply full acceptance by the registered economic operator of all terms and conditions of these General Conditions and of their subsequent amendments.

3. REQUIREMENTS FOR REGISTRATION TO THE SUPPLIERS REGISTER

- 3.1. To enroll in the Register, the economic operators shall represent and warrant, by filling in the relevant survey in the Portal, the possession of the following requirements:
 - Company's data
 - General Requirements
 - Professional Requirements
 - Economic and Financial Requirements
 - Technical and Productive Requirements

- 3.2.** The economic operator which applies for the registration in the Register must accept, without exceptions:
- these General Conditions;
 - Itinera’s Code of Ethics and of Conduct, and the policies adopted by the same, which can be found on its website www.itinera-spa.it.
- 3.3.** Should it deem it necessary, Itinera can invite the economic operators to complete the documents or to provide clarifications on the contents of the certificates, documents and declarations submitted. In defect, Itinera shall reject the request of registration in the Register.
- 3.4.** The operators registered in the Register shall communicate to Itinera every variations of the requisites, of the status and of the data submitted at the enrolment within 30 days from the variation itself. In defect, or should Itinera deem it necessary, following these variations, it shall be entitled to cancel the economic operator from the Register, as set forth by article 7 hereinbelow.
- 3.5.** Itinera shall be entitled to make random control on the application forms submitted to verify the declarations attesting the possession of the general, professional, economic, financial and technical-organizational requisites.

4. PROCESSING OF THE REQUEST AND QUALIFICATION OF THE SUPPLIERS

- 4.1.** Itinera Register Office shall process and verify the documents submitted by the economic operators within 60 days from the completion of the registration procedure. This term can be extended for further 30 days following notice thereof to the relevant economic operator, should Itinera request, at its sole discretion, further elements and integrations.
- 4.2.** In case of a positive outcome of the verification, the economic operator is registered in the Register, with a progressive number, and granted the status of “qualified”. A communication, automatically generated by the Portal, will be sent to the economic operator confirming the registration.
- 4.3.** In case of a negative outcome of the verification, the economic operator shall receive a communication, automatically generated by the Portal, stating its “non-qualified” status. The economic operator shall be allowed to submit a new application form for the registration only after 12 months from the above communication.

5. DURATION OF THE QUALIFICATION AND UPDATE OF DATA

- 5.1.** Exception made for the cases of cancellation and/or suspension, set forth by these General Conditions, the duration of the qualification is considered valid until the economic operator keeps updated all data and documents which have an expiration term. The qualified economic operator must keep the periodical documents (balance sheet etc.) and those which have a validity period constantly updated. The economic operator has 180 days from the validity term of each document to upload on the Portal the updated document; failing which, following the 180 day period, the economic operator shall lose its qualification and shall be deleted from the Register. In this case the economic operator can implement a new registration procedure, in accordance with paragraph 4.3. hereinabove, not before 12 months following the cancellation from the Register.
- 5.2.** The economic operator undertakes to keep constantly up to date all the data concerning its qualification, as provided for by article 3.4. hereinabove.

6. SUSPENSION

- 6.1.** The suspension implies the removal from the Register of the economic operator for a period no longer than 6 (six) months. The suspension period shall start from the notification to the economic operator of the relevant decision, in accordance with article 10 hereinbelow.
- 6.2.** Itinera shall have the right to suspend the qualification status of an economic operator in the following cases:
- breach of the contractual terms, when the delay does not exceed, in percentage, one eighth of the maximum time provided by the contract;
 - partial irregularities or negligence in the performance of the awarded works or services when the same have not hindered, in a substantial way, the good performance of the contract;
 - minor non-conformities to the agreed technical specifications of the goods, works or services provided, when they do not hinder the completion and regular performance thereof but have a minor impact on the quality of the performance itself.

- 6.3. The status given by the Platform to the economic operator, following the suspension by the relevant Office, will be “Suspended”.
- 6.4. During the suspension period the economic operator shall not have the possibility to be selected to participate to and/or enter into contracts and its offers, if submitted, will not be taken into account.
- 6.5. Should a Suspended economic operator remedy to the suspension cause within the period, Itinera may register it again in the Register, following any necessary verification, cancelling the “Suspended” status; in the contrary, at the end of the suspension period the economic operator will be cancelled from the Register.

7. CANCELLATION

Itinera shall have the right to cancel the economic operator from the Register in the following cases:

- company liquidation;
- superseded lack of requisites listed in article 3.1. hereinabove;
- expiry of the of 180 day period without the economic operator having updated the expired documents;
- expiry of the 30 day term without the economic operator having communicated the occurred variations as provided for by paragraph 3.4. above;
- cancellation from the white list;
- state of insolvency which could lead (even potentially) to a bankruptcy procedure or winding up of the economic operator;
- written request by the economic operator;
- serious ascertained violations of laws and regulation concerning work health and safety;
- gross negligence or fraud in the performance of the awarded works/services or gross negligence in the performance of the professional activity;
- serious non-conformities;
- ascertainment of serious violation of the environmental legislation;
- lack of submission of an offer for n. 10 consecutive times;
- violation of the Code of Ethics and Conduct adopted by Itinera according to Italian Legislative Decree n. 231/2001;
- violation of Itinera’s policies, among which: Anticorruption Policy; Human Rights Policy; Diversity and Inclusion Policy and Supplier’s Code of Conduct);
- when, following the suspension period, as per article 6 hereinabove, the causes thereof have not been removed.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Itinera is the sole owner of the content and information available to the economic operator through the Portal. The Platform and the software used are the sole property of Jaggaer Italia S.p.A., licensed to Itinera and protected by copyright.
- 8.2. The economic operator undertakes not to download, reproduce, transmit, sale or distribute, in whole or in part, at any title, the contents and information available on the Portal or received by means of the Platform.
- 8.3. The economic operator is aware and accepts that the data and information provided will be inserted in a data base set up by Itinera, of which this latter is the exclusive owner.

9. PERSONAL DATA PROTECTION

- 9.1. The data communicated by the economic operator, also related to its employees will be processed by Itinera in accordance with the legislation on the protection of personal data set forth by UE Regulation 2016/679 (General Data Protection Regulation – GDPR) and Italian Legislative Decree n. 196/2003, for the following purposes:
 - (a) to fulfill the obligations provided for by the laws and/or regulations;
 - (b) the use of the Platform, included the performing of every preliminary and subsequent activity;
 - (c) communications concerning the services offered by Itinera, business opportunities and statistic surveys;
- 9.2. The consent to the processing of data for the purposes indicated under letters a) and b) above is necessary to fulfill legal and contractual obligations. The consent for the processing of data for the purposes under letter

c) above is necessary to obtain information on the commercial opportunities available and for a more efficient use of the Platform.

9.3. The economic operator, previously informed on the purposes of the use of data, is entitled to give its consent for the processing and disclosure of data by Itinera – through the Portal - for:

- (i) the purposes under letters a) and b)
- (ii) the purposes under letter c).

9.4. The Data Controller of the personal data is Itinera, to which the Data Subjects can send a request to exercise their rights as provided for by article 15 of the GDPR, sending a written communication as per article 10 hereinbelow.

10. COMMUNICATIONS

Any communication relating to the Register shall be sent as follow:

- (a) If addressed to the economic operator, through the Portal or by means of electronic mail, telefax, registered letter to the addresses by this latter submitted to Itinera at the registration in the Portal;
- (b) If addressed to Itinera, through the Portal or by means of electronic mail, telefax, registered letter to the address indicated in the Portal.

11. CONFIDENTIALITY– IT SECURITY

11.1. Data and information contained in the Register are treated by Itinera as strictly confidential. Access thereto shall be permitted only to duly authorized personnel.

11.2. Itinera adopts the most adequate technical solutions to guarantee the safety and security of the data contained in the Register and the Portal.

12. GOVERNING LAW – JURISDICTION

12.1. These General Conditions are subject to and governed by Italian Law, which is the only applicable law for any aspect connected thereto.

12.2. Any controversy arising out of these General Conditions, their interpretation and application shall be subject to Italian jurisdiction and to the exclusive jurisdiction of the Court of Alessandria, Italy.

According to Articles 1341 and 1342 of the Italian Civil Code, the economic operator declares to have read and understood and to specifically approve article 12 of these General Conditions.

Tortona, 20 September, 2021