

**GENERAL TERMS AND CONDITIONS GOVERNING PARTICIPATION IN EVENTS  
CONDUCTED THROUGH THE PURCHASE PORTAL OF ARRIVA INTERNATIONAL LIMITED**

**1. INTRODUCTION**

- 1.1 Arriva International Limited, a company registered in England with company number 01737852, whose registered office address is at 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP (the **Buyer**) is the owner of the purchasing portal [www.arrivabuy.com/group](http://www.arrivabuy.com/group) (the **Portal**).  
Arriva International Limited and its subsidiaries operate the Portal in order to buy goods and services on their own behalf.
- 1.2 BravoSolution S.p.A. a company registered in Italy with number 02799520164, whose registered office address is at Piazza della Repubblica 2, Bergamo (hereafter **BravoSolution**) is a company whose activities include the provision of support and consultancy services in the e-procurement sector as well as the design and the delivery of information technology solutions for the implementation of electronic transactions.
- 1.3 BravoSolution is commissioned by Arriva for the realization of the Portal [www.arrivabuy.com/group](http://www.arrivabuy.com/group) and the management of the support services.
- 1.4 This introduction is an essential and integral part of this Agreement.

**2. SCOPE**

- 2.1 The scope of this agreement (the **General Conditions**) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activities (the **Supplier** or the **Suppliers**), can take part as suppliers, when invited, in dynamic negotiation, request for quotation as well as other events (the **Events**), organized by the Buyer, through Arriva's Technological Platform (the **Platform**), featuring proprietary hardware and software.
- 2.2 The implementation of Events shall be governed by the "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the Portal of Arriva International Limited" (the **Regulations**) annexed to the General Conditions. The General Conditions and the Regulations shall represent the full and complete Agreement between each Supplier and the Buyer (the **Agreement**) for the purpose of using the Portal. For the avoidance of doubt, 'Agreement' here refers only to the terms of use of the Portal and does not extend to any agreement to supply or agreement to purchase any goods or services which the Buyer may subsequently enter into force with one or more of the Suppliers.

**3. REGISTRATION TO THE BUYER'S PORTAL – PARTICIPATION IN EVENTS**

- 3.1 The mandatory condition for utilizing the Platform is registration and qualification to the Buyer's Websites (the **Websites**). To this purpose, the Supplier shall communicate to the Buyer, truthful and accurate information and any other details deemed necessary or useful by the Buyer for identifying the Supplier (the **Registration Data**).
- 3.2 Upon registration, the Supplier shall choose one or more identification code(s) (**User ID**) and be granted one or more Password(s) (**Password(s)**). The registration shall be deemed completed upon the Buyer activating the *Password* and *User ID*.
- 3.3 *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 Buyer in case of their theft or loss.
- 3.4 Following the activation of *User ID* and *Password*, the Supplier, where invited, can participate in the Events through a personal computer, featuring a Web browser, connected to the Internet, in compliance with the minimum system requirements defined at the time by the Buyer. Purchase, installation and configuration of the Supplier's hardware and software are the sole responsibility of the Supplier.
- 3.5 The implementation of Events shall be governed, in addition to the Regulations, by a Request for Information, Request for Proposal or Request for Quotation (collectively, a **RFx**), if any, specific to the Event or to a series of Events as well as by the provisions and definitions published online in the information section of the Portal.
- 3.6 The Supplier shall designate a party authorized to operate on the Platform (**Main Account**) by specifying his/her name in the appropriate space provided in the last page of this Agreement. In the absence of any specific designation, the signatory to the Agreement is implied as the Main Account.
- 3.7 The Buyer grants the Supplier the right to: (i) authorise other persons to operate on the Platform (the **Operating Accounts**); (ii) cancel such authorisation, extend or limit feature access to the Operating Accounts. It is understood that the Buyer shall be entitled, at its complete discretion, to decline the request for authorisation and/or extension of Operating Accounts forwarded by the Supplier.

**4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER**

- 4.1 With regard to Platform utilization, the Supplier agrees to:  
(i) comply with the terms and conditions set forth in the General Conditions, the Regulations, the RFx documentation and the provisions and definitions published online in the information section of the Portal; (ii) refrain from any conduct or practice which may be deemed anti-competitive, illegal, unlawful or in violation of any third party's rights and from spreading false, deceitful and illicit information; (iii) treat data and information pertinent to each Event as strictly classified and confidential and (iv) use and configure its own software and hardware so as to ensure the security of Events from the information technology standpoint.
- 4.2 With regards to Platform utilization, the Supplier declares and guarantees full ownership rights to and the availability of all data, information and contents provided to the Buyer. The Supplier also guarantees that the use of such data, information and content pursuant to the Agreement shall not constitute breach of any third party's rights, laws and/or regulations.

**5. TERMINATION – RIGHT OF WITHDRAWAL**

- 5.1 The Buyer shall have the right to rescind the Agreement where the Supplier is in breach of even one of its obligations pursuant to Articles 4 and 7.2 or where the Supplier is facing insolvency or other similar legal proceedings.
- 5.2 Without prejudice to the provisions of Art. 5.3 below, both the Buyer and the Supplier shall have the right to withdraw from the Agreement at any time following a communication sent via fax or via e-mail, and confirmed through registered mail with acknowledgement of receipt.
- 5.3 The Supplier shall not exercise its right of withdrawal during the implementation of an Event in which the Supplier is a participant, including the awarding phase of the Event.

## 6. BUYER LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 The Buyer shall in no way be deemed liable for any direct, indirect or consequential loss or damage incurred by the Supplier as a result of the utilization, inability to use, malfunctioning, delayed or failed access and/or interruption or suspension in the use of the Platform, any websites linked to it, or any materials posted on it including lost commercial opportunities, loss of income or revenue, missed earnings, loss of data, loss of business, loss of profits or contracts, loss of anticipated savings, loss of goodwill, wasted management or office time damage to company prestige, request for damages and/or claims from Third Parties, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above, caused by:

- (a) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
- (b) incorrect use of the Platform by the Supplier;
- (c) flaws in the connectivity equipment used by the Supplier;
- (d) breakdown of the Buyer's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

This does not affect the Buyer's liability for death or personal injury arising from the Buyer's negligence, nor the Buyer's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

6.2 The Supplier acknowledges and accepts that: (i) the Buyer reserves the right to interrupt and/or suspend the utilization of the Portal and/or revoke the registration and activation at any moment in time through a routine notification to the Supplier without incurring any liability; (ii) the Portal can be used as is, devoid of guarantees of any nature; the Supplier shall therefore waive any warranty, specific or implied, including, by way of example only, the guarantee of compatibility for a specific use or scope; (iii) any obligations undertaken by the Buyer under this Agreement are a reasonable endeavours obligation and by no mean an obligation to achieve any particular result; (iv) the Buyer does not guarantee the legal capacity and/or the good faith of any user of the Portal; (v) the Buyer does not guarantee access to, truthfulness and completeness of, law-compliance and respect of third party rights by the contents of any web site to which users may be referred to through possible links inserted on the Portal.

## 7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the Supplier through the Websites, the Platform and the software are the Buyer's property, or licensed from a third party, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

7.2 The Supplier pledges not to download, reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Websites or received via the Portal without the Buyer's specific written authorisation and for any other purpose than that of permitting access to the Portal and utilization of the Platform.

7.3 The Supplier acknowledges that all Registration Data, as well as the data and information provided subsequently, shall be entered in a data base set up by the Buyer on an exclusive-ownership basis.

7.4 During the whole duration of this Agreement, the Supplier grants to the Buyer, free of charge and without geographical limitation, the non exclusive right to use one of more of its distinctive marks in order to perform the obligations hereunder.

## 8. SAFEGUARDING PERSONAL INFORMATION

8.1 All information provided by the Supplier shall be processed by the Buyer in compliance with the Data Protection Act 1998 (the DPA), for the purposes stated here below:

- (a) the performance of obligations set forth by applicable laws and/or regulations at national, EU and international levels;
- (b) the utilization of the Platform, inclusive of the performance of every preliminary and subsequent activity;
- (c) communications in relation to the services offered by the Supplier, as well as business opportunities and statistical surveys.

8.2 The Supplier's consent for processing personal data for the purposes stated under a) and b) above is mandatory to fulfil both legal and contractual obligations. Consent for processing data for objectives stated in c) above is necessary for obtaining information on commercial opportunities available and also for a more effective use of the Portal.

8.3 The Supplier, duly notified about the afore-stated objectives, grants its consent to the processing of all personal information and their use by Buyer for the objectives stated in c) **YES  NO**

8.4 The Data Processor shall be Buyer, the Data Controller being BravoSolution, to whom the Supplier shall turn in order to exercise its rights under the DPA, through a written notification to the address [info@arrivabuy.com](mailto:info@arrivabuy.com)

## 9. NOTIFICATIONS

9.1 All communications pertinent to the Agreement shall be submitted via e-mail:

- (a) as per the Supplier, to the address the Supplier has provided to Buyer upon registration;
- (b) as per the Buyer, to the following e-mail address: [info@arrivabuy.com](mailto:info@arrivabuy.com).

9.2 Notifications may also be sent by fax or by registered mail with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has provided to Buyer; concerning the Buyer, to the address reported in the "need help" section on the Portal.

## 10. AMENDMENTS TO GENERAL CONDITIONS

10.1 The Supplier acknowledges that the Buyer can amend the General Conditions at any point in time through a notification via fax or via e-mail to the Supplier.

10.2 The Amendments shall be understood to have been tacitly accepted by the Supplier should the Buyer not have received, within 15 days of the notification made according to section 10.1 above, a communication from the Supplier expressing his refusal of the amendments. In any case, the Supplier's continued use of the Platform shall imply unconditional acceptance of the amendments by the Supplier.

10.3 It is understood that the Supplier's acceptance of amendments shall not be partial and shall refer to them as a whole.

10.4 However, following the notification mentioned in Art. 10.1, above, the Suppliers maintains the facility to withdraw from the General Conditions as per indications given in Art. 5.2.

**11. CONFIDENTIALITY OF COMMERCIAL INFORMATION – INFORMATION TECHNOLOGY SECURITY**

- 11.1 The data and commercial information relating to the implementation of each Event shall be treated by the Buyer as strictly confidential and reserved.
- 11.2 The Buyer will adopt the reasonable technical and procedural measures in order to achieve information technology security during the course of the Events.

**12. APPLICABLE LEGISLATION AND COURT OF LAW**

- 12.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Portal although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

This Agreement and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**SUPPLIER'S STAMP AND SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

The Supplier hereby acknowledges subsequent to careful reading to specifically accept the provisions contained in the following Articles: Art. 3.6 (Designation of Main Account), Art. 3.7 (Activation of Operating Accounts), Art. 4 (Obligations and Guarantees of the Supplier), Art. 5 (Termination – Disclaimer of Agreement), Art. 6 (Buyer Limitation of Liability and Absence of Warranties), Art. 7 (Industrial and Intellectual Property Rights), Art. 10 (Amendments to Conditions for the Supplier), Art. 12 (Applicable Legislation and Court of Law).

**SUPPLIER'S STAMP AND SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**Attachment: Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events conducted through the Purchase Portal of Arriva International Limited**

**DATA OF MAIN ACCOUNT (ART. 3.6)**

**CORPORATE NAME OF SUPPLIER:**

[\_\_\_\_\_]

**REPRESENTED BY:**

**NAME:**

[\_\_\_\_\_]

**SURNAME:**

[\_\_\_\_\_]

**POSITION:**

[\_\_\_\_\_]