

GENERAL TERMS AND CONDITIONS FOR PORTAL UTILIZATION

1. PREMISE

Asahi Europe Ltd (**"ASAHI"**), with its registered office situated in One Forge End, Woking, Surrey GU21 6DB, United Kingdom, use the web Platform <https://esourcing-asahi.bravosolution.com> (**"Platform"**) to communicate and/or to exchange information and documents and/ or to negotiate and conclude contracts (**"Events"**) with third parties that operate within the range of their own business (**"Suppliers"**).

2. OBJECT

This General Terms and Conditions (**"GT&Cs"**) document for portal utilization defines the terms and conditions under which Suppliers, operating within the range of their own business, may utilize the Platform.

3. PORTAL REGISTRATION

- 3.1 The mandatory condition for utilizing the Platform is registration by completing the requested information (**"Registration Data"**) in a dedicated section of the Portal, entitled "Supplier Registration Form". Upon registration, the Supplier shall choose an identification code (**"User Id"**) and will be granted a password (**"Password"**). The registration shall be deemed complete upon receipt of the Password and User ID and acceptance of this present document .
- 3.2 The 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 ASAHI in case of their theft or loss. In such case ASAHI will not be held responsible for inappropriate use of User Id or Password.
- 3.3 Following the completion of the registration process, the Supplier may, when invited, 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 ASAHI. Purchase, installation and configuration of Supplier's hardware and software are the sole responsibility of the Supplier.
- 3.4 The Supplier shall designate a party authorized to operate on the Platform (**"Main Account"**) by specifying his/her name in the appropriate field within the above mentioned Portal Section "Supplier Registration Form".
- 3.5 ASAHI grants the Supplier the right to:
 - (i) authorize other persons to operate on the Platform (the Operating Accounts);
 - (ii) cancel such authorization, extend or limit feature access to the Operating Account

It is understood that ASAHI shall be entitled, at its sole discretion, to decline the request for authorization and/or extension of Operating Accounts forwarded by the Supplier.

4. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

With regards to Platform registration, utilization and participation to Events, the Supplier pledges to:

- (i) Refrain from any conduct or practice which may be deemed anti-competitive, illegal, unlawful or in violation of third party's rights and from spreading false, deceitful and illicit information;
- (ii) Treat data and information regarding each Event and/or received in the occasion of any Event as strictly classified and confidential;
- (iii) Use and configure their own software and hardware so as to ensure the security of Events from the information technology standpoint.

5. LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES FOR ASAH

5.1 The Supplier uses the Platform under his/her sole responsibility at his/her own risk. ASAH shall in no way be deemed liable for any damage to the Supplier as a result of the sole utilization of the Platform. ASAH shall not bear any liability for the malfunctioning, delayed or failed access and/or interruption or suspension in the use of the Platform including lost commercial opportunities, missed earnings, loss of data, damage to company prestige, request for damages and/or claims from Third Parties, caused by:

- a) "Force Majeure", or "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 information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

5.2 The Supplier acknowledges and accepts that:

- (i) ASAH reserves the right to interrupt and/or suspend the utilization of the Platform 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 Platform is offered to use as is, devoid of guarantees of any nature; the Supplier therefore waives any warranty, specific or implied, including, by way of example only, the guarantee of compatibility for a specific use or scope;
- (iii) Does not guarantee the legal capacity and/or the good faith of any user of the Platform;
- (iv) ASAH 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.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

6.1 The contents and information provided to the Supplier through the Platform and the software are ASAH's exclusive property, or licensed from a third party, and are protected by copyright or other intellectual property rights (inclusive of database rights);

6.2 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 Sites or received via the Platform without ASAH's specific written authorization and for any other purpose than that of permitting access to the Platform and utilization of the Platform. ;



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

7. NOTIFICATIONS

All communications pertinent to the Agreement shall be submitted to:

- (i) Concerning ASAHI - communication from ASAHI to the Supplier will be managed using the dedicated section within the Platform ("Message Area ") or to the email address/phone/fax that the Supplier has provided in the "Supplier registration area";
- (ii) Concerning the Supplier - communications from the Supplier to ASAHI will be managed using the dedicated section within the Platform ("Message Area");
- (iii) ASAHI reserves the right to not consider communications sent to addresses or using methods that differ from above mentioned.
- (iv) In case a phone is used, ASAHI reserves the right, compliant with norms, to register the phone conversations with Suppliers. The Suppliers accept that registrations represent the proof of facts and circumstances.

8. AMENDMENTS TO GENERAL CONDITIONS

- 8.1** The Supplier acknowledges that ASAHI can amend the General Conditions for the Supplier at any point in time through a notification
- 8.2** The Amendments shall be understood to have been tacitly accepted by the Supplier should ASAHI not have received, within 15 days of the notification, 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.
- 8.3** It is understood that the Supplier's acceptance of Amendments shall not be partial and shall refer to them as a whole.
- 8.4** The Supplier who communicates that amendments are not accepted, will maintain the faculty to withdraw from the GT&Cs.