

General terms and conditions for seller participation

1. INTRODUCTION

1.1 Salmoiraghi & Viganò Group S.p.A. is the owner of the Platform: <https://salmoiraghiéviganò-procurement.bravosolution.com>

1.2 On his Portal SALMOIRAGHI & VIGANÒ and VistaSi SpA purchase goods and services.

2. SCOPE

2.1 The scope of this agreement (the General Conditions for the Seller) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activities (the Seller or the Sellers), can take part as sellers, when invited, in dynamic negotiation, request for quotation as well as other events (the Events), organized by a party in the role of buyer (the Buyer), through SALMOIRAGHI & VIGANÒ's Technological Platform (the Platform), featuring proprietary hardware and software.

2.2 The implementation of Events shall be governed by "Regulations governing participation in a Dynamic Negotiation, Request for Quotation and all other Events performed through the SALMOIRAGHI & VIGANÒ Platform" (the Regulations) annexed to Conditions for the Seller. The Conditions for the Seller and the Regulations shall represent the full and complete Agreement between every individual Seller and SALMOIRAGHI & VIGANÒ (the Agreement).

3. REGISTRATION ON SALMOIRAGHI & VIGANÒ SITES - PARTICIPATION IN EVENTS

3.1 The mandatory condition for utilizing the Platform is registration on SALMOIRAGHI & VIGANÒ owned and operated sites (the Sites). To this end, the Seller shall notify SALMOIRAGHI & VIGANÒ, in a truthful and proper fashion, all information and any other details deemed necessary or useful by SALMOIRAGHI & VIGANÒ for identifying the Seller (the Registration Data).

3.2 Upon registration, the Seller shall choose one or more identification code(s) (User Id) and be awarded one or more Password(s) (Password(s)). The registration shall be deemed completed upon SALMOIRAGHI & VIGANÒ activating the Password and User ID.

3.3 User ID and Password are strictly personal and non-transferable. The Seller shall pledge not to disclose them to third parties and to store and safeguard them with the utmost care. The Seller shall be held solely

accountable for their use by third parties and, in any case, is fully committed to immediately notifying SALMOIRAGHI & VIGANÒ in case of their theft or loss.

3.4 Following the activation of User ID and Password, the Seller, if invited, can participate in the Events through a personal computer, featuring a Web browser, connected to the Internet.

Purchase, installation and configuration of Seller's hardware and software are the sole responsibility of the Seller.

3.5 The implementation of Events shall be governed, in addition to the Regulations, by a letter of publication, if any, specific to the Event or to a series of Events (the Letter of Publication) as well as by the provisions and definitions published online in the apposite information section of the Platform.

3.6 The Seller 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 SALMOIRAGHI & VIGANÒ grants the Seller the right to:

(i) activate other parties to operate on the Platform (the Operating Accounts);

(ii) cancel activation, extend or limit feature access to the Operating Accounts. It is understood that SALMOIRAGHI & VIGANÒ shall be entitled, at its complete discretion, to decline the request for activation and extension of Operating Accounts forwarded by the Seller.

4. OBLIGATIONS AND GUARANTEES OF THE SELLER

4.1 With regards to Platform utilization, the Seller agrees to:

(i) comply with the terms and conditions outlined in Conditions for the Seller, Regulations and the Letter of Publication;

(ii) refrain from conduct and behavior which may be deemed anti-competitive, illegal, unlawful or in violation of third party rights and from spreading false, deceitful and illicit information;

(iii) treat data and information pertinent to each Event as strictly classified and confidential;

(iv) use and configure own software and hardware as to ensure the security of Events from the information technology view-point;

(v) settle all SALMOIRAGHI & VIGANÒ fees, in cases where they have been previously agreed upon, in relation to participation in specific Events.

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4.2 With regards to Platform utilization, the Seller declares and guarantees full ownership rights to and the availability of all data, information and contents provided to SALMOIRAGHI & VIGANÒ and/or the Buyer. The Seller also guarantees that the use of provided data, information and content by SALMOIRAGHI & VIGANÒ pursuant to the Agreement shall not constitute breach of any third party rights, laws and/or regulations.

5. TERMINATION - DISCLAIMER OF AGREEMENT

5.1 SALMOIRAGHI & VIGANÒ shall have the right to resolve the Agreement in case the Seller breaches even a single one of the obligations pursuant to Articles 4 and 7.2 and in case of Seller facing bankruptcy or other similar legal proceedings.

5.2 Except in the case outlined in Art. 5.3 below, SALMOIRAGHI & VIGANÒ and the Seller reserve the right to recede from the Agreement at any moment in time following a communication sent via fax or via e-mail, and later confirmed through registered mail with acknowledgement of receipt.

5.3 The Seller shall not exercise disclaimer of agreement rights during the implementation of an Event in which the Seller is a participant, including the awarding phase of the Event.

6. SALMOIRAGHI & VIGANÒ LIMITATION OF LIABILITY AND ABSENCE OF WARRANTIES

6.1 SALMOIRAGHI & VIGANÒ shall in no way be deemed liable for any damage to the Seller as a result of the utilization, 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", 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) faulty utilization by Seller and/or Buyer of the Platform;
- (c) flaws in connectivity equipment the used by Seller and/or Buyer;
- (d) breakdown of SALMOIRAGHI & VIGANÒ's information technology systems, telecommunications and/or computing equipment for a period of time not exceeding 30 days.

6.2 The Seller acknowledges and accepts that:

- (i) SALMOIRAGHI & VIGANÒ 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 Seller without incurring any liability;
- (ii) the Platform can be used as is, devoid of guarantees of any nature; the Seller 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) obligations undertaken by SALMOIRAGHI & VIGANÒ pursuant to the Agreement shall represent obligations relating to means and not obligations referring to results;
- (iv) SALMOIRAGHI & VIGANÒ shall not guarantee the operational capabilities and the good faith of those utilizing the Platform;
- (v) SALMOIRAGHI & VIGANÒ shall not guarantee access, truthfulness, completeness, compliance with the law and respect of third party rights of web site contents to which users may be referred to through possible links entered on the Sites.

6.3 Without prejudice to the provisions set forth in the articles and sections above, SALMOIRAGHI & VIGANÒ shall in no case be required to compensate a damage to an amount in excess of the sum that the Seller has disbursed to SALMOIRAGHI & VIGANÒ in relation to the Event with respect to which the request for compensation is generated.

7. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

7.1 The contents and information provided to the Seller through the Sites, the Platform and the software shall be SALMOIRAGHI & VIGANÒ's exclusive property, or licensed to it by third parties, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

7.2 The Seller shall pledge 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 SALMOIRAGHI & VIGANÒ's specific written permission and for any purpose other than that of permitting access to Sites and utilization of the Platform.

7.3 The Seller shall acknowledge that all Registration Data, as well as the data and information provided subsequently, shall be entered in a data base set up by SALMOIRAGHI & VIGANÒ on an exclusive-ownership basis.

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7.4 For the entire length of the Agreement, the Seller shall provide SALMOIRAGHI & VIGANÒ with the right, on a free of- charge basis, non-exclusive and with no territorial limitations, to use one or more distinguishing marks, including Trademarks, (the Distinguishing Marks) with the purpose of complying with the obligations inherent to the Agreement.

8. SAFEGUARDING PERSONAL INFORMATION

8.1 All information the Seller has provided shall be processed by SALMOIRAGHI & VIGANÒ in compliance with legislation governing the safeguard of personal

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information (the Privacy Law), for the objectives stated here below:

- (a) the execution of obligations stated in laws and/or regulations at the national, EU and international levels;
- (b) the use of the Platform, inclusive of the execution of every preliminary and subsequent activity;

8.4 The party bearing ownership rights to all personal data shall be SALMOIRAGHI & VIGANÒ, to whom the Seller shall turn in order to exercise its rights under the Privacy Law, through a written notification to the address: Salmoiraghievigano-procurement@bravosolution.com

9. NOTIFICATIONS

9.1 All communications pertinent to the Agreement shall be submitted to concerning the Seller, via e-mail, to the address the Seller has given SALMOIRAGHI & VIGANÒ upon registration;

9.2 Notifications may also be sent via fax or by registered mail with acknowledgement of receipt, concerning the Seller, to the address the Seller has given SALMOIRAGHI & VIGANÒ upon registration; concerning SALMOIRAGHI & VIGANÒ, to the address of the SALMOIRAGHI & VIGANÒ company (Art. 3.1).

10. AMENDMENTS TO CONDITIONS FOR THE SELLER

10.1 The Seller acknowledges that SALMOIRAGHI & VIGANÒ can amend the Conditions for the Seller at any point in time through a notification via fax or via e-mail to the Seller.

10.2 The Amendments shall be understood to have been tacitly accepted by the Seller should SALMOIRAGHI & VIGANÒ not have received, within 15 days of the notification as in section 10.1, a communication from the Seller expressing his refusal of the amendments. In any case, Seller's continued use of the Platform shall imply unconditional acceptance of the amendments by the Seller.

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

10.4 The Seller shall retain the right to recede from the Conditions for the Seller subsequent to the notification pursuant to Art. 10.1.

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

SALMOIRAGHI & VIGANÒ as strictly confidential and reserved.

11.2 SALMOIRAGHI & VIGANÒ shall adopt the most suitable technical and procedural measures in order to guarantee information technology security during the course of the Events.

12. APPLICABLE LEGISLATION AND COURT OF LAW

12.1 Controversies relating to the interpretation, execution or resolution of the Agreement, arising from participation in a specific Event, shall be addressed in accordance with national legislation and assigned to the exclusive jurisdiction of the Turin's Court.

SELLER'S STAMP AND SIGNATURE

The Seller 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 Seller), Art.5 (Termination - Disclaimer of Agreement), Art.6 (SALMOIRAGHI & VIGANÒ Limitation of Liability and Absence of Warranties), Art.7 (Industrial and Intellectual Property Rights), Art.10 (Amendments to Conditions for the Seller), Art.12 (Applicable Legislation and Court of Law).

SELLER'S STAMP AND SIGNATURE

DATE

Attachment: Regulations for participating in a Dynamic Negotiation, Request for Quotation and all other Events performed through the SALMOIRAGHI & VIGANÒ Platform

DATA OF MAIN ACCOUNT (ART. 3.6)

CORPORATE NAME OF SELLER:

[_____
_____]

REPRESENTED BY:

NAME:

[_____
_____]

SURNAME:

[_____
_____]

POSITION:

[_____
_____]

Company List

Salmoiraghi & Viganò S.p.A.
Salmoiraghi & Viganò Fashion S.r.l.
Salmoiraghi & Viganò Textile S.r.l.
Salmoiraghi & Viganò Bulgaria EOOD
Salmoiraghi & Viganò Holding Ltd
Lugantex S.A.
Salmoiraghi & Viganò Deutschland GmbH
Salmoiraghi & Viganò Espania SA
Salmoiraghi & Viganò Portugal Comercio de Pronto LDA
Salmoiraghi & Viganò Albania SHPK
SALMOIRAGHI & VIGANÒ FASHION DOO (bosnia)
SALMOIRAGHI & VIGANÒ FASHION D.O.O. ZAGREB (croazia)
SALMOIRAGHI & VIGANÒ FASHION M SRL (Moldavia)
SALMOIRAGHI & VIGANÒ FASHION CZECH S.R.O. (ceca)
SALMOIRAGHI & VIGANÒ FASHION BALTICS OU (Estonia)
SALMOIRAGHI & VIGANÒ FASHION SLOVAKIA S.R.O. (Slovacchia)
SALMOIRAGHI & VIGANÒ FASHION UNGHERIA KFT (Ungheria)
SALMOIRAGHI & VIGANÒ POLAND SP.Z.O.O. (polonia)
SALMOIRAGHI & VIGANÒ FASHION LATVIA SIA (Lettonia)
SALMOIRAGHI & VIGANÒ FASHION MAKEDONIJA DOOEL (Macedonia)
SALMOIRAGHI & VIGANÒ FASHION MONTENEGRO D.O.O. (Montenegro)
SALMOIRAGHI & VIGANÒ ROMANIA SRL (romania)
SALMOIRAGHI & VIGANÒ FASHION LITHUANIA UAB (Lituania)
Salmoiraghi & Viganò France