

**GENERAL TERMS AND CONDITIONS FOR UTILIZATION OF LIQUIGAS CONNECT  
LIQUIGAS SPA PURCHASING PORTAL ON-LINE  
(v.01 del 01.12.2014)**

**1. PREMISES AND GENERAL PRINCIPLES**

- 1.1. **Liquigas SpA** (hereinafter named ad **Liquigas**) is the owner of the Portal [www.liquigasconnect.bravosolution.com](http://www.liquigasconnect.bravosolution.com) (the **Portal**), featured by technological platform owned by BravoSolution Group (the **Platform**), for managing on line negotiations (the **Events**). The Platform, is licensed to **Liquigas** by **BravoSolution Italia SpA** that provides phone assistance through Market Operation Center (**MOC**).
- 1.2. The scope of the this document (the **Contract**) is to define the terms and conditions under which certain parties, operating within the range of their own business, institutional or professional activity (**Participant** or **Participants**) can take part, when invited, in dynamic negotiation (**DN**), request for quotation (**RfQ**) as well as other events (the **Events**) organized on the **Portal** by **Liquigas**. The Participants can register to Supplier Database of Liquigas (**Supplier List**), that contains the list of Liquigas Suppliers of goods, services and works that have general and professional skills requirements, suitable for formalization of contracts.

**2. REGISTRATION AND PARTICIPATION IN EVENTS**

- 2.1. The mandatory condition for participating in the Events is the registration on the Portal. To that end, the Participant will communicate to **Liquigas** truthful and accurate information and any other details deemed necessary or useful by **Liquigas** for identifying the Participant (the **Registration Data**). Participant can modify or update the incorrect data by accessing Company profile area on the Portal in case needed, except for Company Name, VAT Number and Fiscal Code when Participant will be obliged to make new registration.
- 2.2. Upon registration, the Participant will choose one or more identification codes (**User ID**) and will be granted one or more passwords, that are strictly personal and non- transferable. The registration will be deemed completed upon Liquigas activating the Password and User Id. In case Participant inserts non truthful or incomplete data during the registration, Liquigas reserves the right not to activate the account by informing the Participant.
- 2.3. User ID and Password are strictly personal and non-transferable. The Participant pledges not to disclose them to third parties and to store and safeguard them with the utmost care. The Participant shall be held solely

accountable for their use by third parties.

- 2.4. In any case Participant pledges to notify immediately possible theft or loss of either User ID or one or more Passwords by contacting dedicated phone number and consequently to perform password recovery and modification procedure.
- 2.5. The Participant, when invited by Liquigas, can participate in the Events through a standard personal computer, featuring a Web browser, connected to the Internet. Purchase, installation and configuration of Participant's hardware and software are the sole responsibility of the Participant.
- 2.6. The implementation of Events shall be governed, in addition to the Contract, by a letter of publication, if any, specific to the Event or to a series of Events (the Letter of Publication) and related Attachments (the **Attachments**) as well as by the provisions and definitions published online in the information section of the Platform and the communications that will be exchanged during the Events between Liquigas and Participants. In case of inconsistency the Letter of Publication and information published on the Portal to which Letter of Publication refers to will prevail. In case of communications later to Letter of Publication that explicitly modify the Letter of Publication, these will prevail.
- 2.7. The participation to the Events implies that Participants have read and accepted completely and unconditionally the present general Terms and Conditions and documents that regulate the specific Event as defined above.

### 3. THE ONLINE NEGOTIATIONS (THE EVENTS)

- 3.1. The Events will be managed on the Portal on the following modalities: Request for information (**RFI**), Request for quotation (**RFQ**) and/or Dynamic Negotiations (**DN**)
- 3.2. The **Request for Information** is the request for sending and consequent issue, all by means of electronic means, of a binding documentation or financial quotation of a binding financial quotation that will not be concluded by an order and/ or contract and/or a binding indication of the technical-pricing terms and conditions involving the exchange of goods and services.
- 3.3. The **Request for Quotation** is the request for sending and consequent issue, all by means of electronic means, of a binding financial quotation of a binding financial quotation and/or a binding indication of the technical-pricing terms and conditions involving the exchange of goods and services.

- 3.4. **Dynamic negotiation** is the a mechanism for establishing, by electronic means, the elements necessary for performing commercial transactions, like definition of awarding Participant/s and awarding price regarding the exchange of goods and services
- 3.5. The RFI, RFQ and DN is between **Liquigas** and one or more Participants, each Party operating within the range of its business, professional or institutional activity and being registered on Sites, through the submitting of quotations (**Quotations**) on the Portal.

#### 4. NOTIFICATIONS RELATING TO EVENTS

- 4.1. All actions and communication made by Liquigas and Participants, or by BravoSolution for both Parties, at every stage of the Event may be implemented in accordance with two separate operating modes and also through a combination of both: a) on-line; b) offline. **Liquigas** and Participants are obliged to use the on line mode when available. In case of controversy between online and offline mode, the online mode will prevail.
- 4.2. The operational on line mode envisages that Participants insert the data and Offers, communicate with **Liquigas** and express their will by using the tools and icons available on the Portal, including utilization of the messaging tool of the Platform.
- 4.3. The operational off line mode envisages that **Liquigas** and Participants communicate, by submitting and receiving information, data, instructions via fax, e-mail or telephone, if needed using the support of BravoSolution's MOC. In case of communication by phone, Liquigas and/ or BravoSolution shall be entitled, in compliance with provisions of the Law, to record the conversation taking place with the Participants. Liquigas and Participants shall acknowledge that the recordings shall serve as a full proof of actual facts and circumstances, also for what has been defined in art. 9.2 in case of interruption of the connection of the Portal of one or more Participants.

#### 5. PRELIMINARY PHASES

- 5.1. Liquigas, in order to create an Event, must forward data considered compulsory (**Compulsory Data**), with the option of providing additional data also in form of attachments (**Optional Data**) to the selected Participants.
- 5.2. Liquigas shall forward an invitation to participate in the Event itself by using the alert message of the Portal, thereby making all Data available

in the personal folders of invited Sellers (**Sellers' Personal Folders**), provided the latter have been registered on Liquigas Supplier List and activated to participate in the Events.

- 5.3. Liquigas can, at its own discretion, subordinate the participation to the Events to the issue by the Sellers of appropriate guarantees deemed necessary.
- 5.4. Suppliers are obliged to read the Available Data in their Personal folders before the start of each Event.
- 5.5. Liquigas has the right to modify the Data, including the settings of the Platform (the Modifications), and to communicate the Modifications using Portal messaging tool.
- 5.6. The participation of the Supplier upon Liquigas invitation is done implicitly by inserting the Offer during the Events. The participation implies the complete and unconditional acceptance of Data and Modifications, including the acceptance of settings options of the Portal defined by Liquigas.

## **6. IMPLEMENTATION OF EVENTS – GENERAL PROVISIONS**

- 6.1. Liquigas and Participants acknowledge that for the entire duration of the Event, including preliminary and subsequent stages, and to the end of its implementation, closure, award and possible interruption, suspension, resumption and/or cancellation, the Quotations forwarded, the notifications submitted, the official schedule as well as elapsed time shall be considered only as those registered on the Platform and that such recordings shall represent the full account of the actual facts and circumstances.
- 6.2. The Participants acknowledge that the system will not allow them to view the identity of the other Participants during the implementation of the Event.
- 6.3. Should a DN arise from a previously conducted Request for Quotation on the Portal, Liquigas and Participants shall acknowledge and accept that the Quotations forwarded during the Request for Quotation stage may represent, upon Liquigas decision and following a notification to Participants, the initial Quotation by each Participant presented in the subsequent DN.
- 6.4. Notification of awarding or non-awarding to bidders in the Event is managed by Liquigas subsequent to the conclusion of the Event, after allowing for an adequate period of time for the required technical evaluations. Possible electronic notifications of awarding and/or non-awarding of the Event sent via the Platform upon Event closure shall be considered as temporary and subject to a technical evaluation as an

additional and specific confirmation in this regard is necessary (“**Final Awarding**”)

6.5. The specific arrangement related to single Event, as inserted in the operational modes defined in art. 2.6, 2.7 and 5, are specific to the Event and may be consulted by all Participants by accessing Personal Folder via User ID and Password.

## **7. IMPLEMENTATION OF A REQUEST FOR QUOTATION – SPECIFIC PROVISIONS**

7.1. Each Event operates through the issue and on-line entry of Quotations by Participants up until the closure of the Event, in accordance with implementation procedures and Platform parameter configuration options defined in the Letter of Publication and information sections of the Portal.

7.2. The issue of the invitation to Participants shall represent the start of the Event that will terminate at the date and time defined by Liquigas, visible in the Portal and indicated in the Letter of Publication.

7.3. Each Participant shall be entitled to prepare and submit one or more Quotations in the time frame between the starting and closing date and time of the Event. It is understood that the last Quotation from each Participant submitted to Liquigas prior to Event closing date shall be the one taken into consideration by the latter in the awarding process. Each Participant has the possibility to attach and/or send via Portal documents that specify the Offer content.

7.4. Irrespective of the Liquigas’s configuration options, Liquigas shall evaluate Quotations in a discretionary manner and upon Event closing, the Liquigas shall reserve the right not to accept any Quotation from Participants and/or not to award the Event at all. Subsequent to the closing of an Event, Liquigas shall notify Participants, that have submitted one or more Quotations, the outcome of the Event and its possible subsequent conversion into a DN.

7.5. Liquigas shall be entitled to award the Event to one of the Participants participating in the Event at a price which is different from the amount entered in the Quotation submitted. The price of the Goods and/or the Services shall be settled between Liquigas and the Seller who shall then both enjoy the option of performing the negotiation through the Platform messaging tool .

## 8. IMPLEMENTATION OF A DYNAMIC NEGOTIATION

- 8.1. Every Dynamic Negotiation operates through the issue and on-line and in real time entry of Quotations by Participants up until the closure of the Event, in accordance with implementation procedures and Platform parameter configuration options defined in the Letter of Publication and information sections of the Platform
- 8.2. Participants shall reserve the right to decline the quotation of the Participant which turns out to be ten or more Minimum Decrements (as defined in the course of the Portal parameter configuration) below the amount of the previous quotation submitted in the implementation of the Event by one of the Participants ("**Anomalous Quotation**"). Liquigas shall be entitled to set a different definition of Anomalous Quotation for each Event as well as exclude from the Event all quotations that stand out for their anomalous characteristics.
- 8.3. Liquigas shall be entitled to attribute a Weighted Coefficient, at its complete choosing, to the Quotations submitted by Sellers during the course of the Event, in relation to varying elements relating to the Participants and the nature of quotation namely, by way of example only, the technical features and the quality of products offered, the terms and conditions of payment and delivery ("**Weighted Coefficients**"). Should Weighted Coefficients be applied to an Event, Participants are notified of the utilization of such option by Liquigas in the Letter of Publication. Weighted Coefficients shall not be altered once an Event has started and shall therefore remain fixed and unchanged throughout the duration of the Event, and its awarding. The Participants acknowledge that Weighted Coefficients shall not be communicated to them. In case of Event being implemented through the application of Weighted Coefficients, the amounts related to the Quotations issued during the Event by other Participants shall be made presented to each Participant after the Weighted Coefficients have been applied.
- 8.4. Liquigas shall be entitled to set an initial price for the Event (**Base Price**) and a target price below which Liquigas shall commit to awarding the Event in compliance with the awarding rules of the DN (**Reserve Price**).
- 8.5. The DN shall be deemed closed at the date and time Liquigas has defined through preset closing mechanisms; likewise, the Dynamic Negotiation may be awarded or not depending upon the various awarding systems chosen during Portal parameter configuration phase (**Method of Awarding**)

## 9. SUSPENSION AND/OR CANCELLATION OF THE EVENT

- 9.1. Liquigas shall be entitled, due to a just cause, to suspend the Event by issuing a communication, through Portal, to all Participants
- 9.2. Should the connection to the Platform of one or more Participants fail, for whatever reason, Liquigas shall be entitled, to suspend the Event, or allow for its reopening even after its termination or continue with its execution through the entry of quotations in the Platform through the alternative off-line bidding mode, as outlined in Art. 4.3.
- 9.3. In case of suspension and/or reopening pursuant to the Articles above, the date and resuming time of the Event and its remaining time shall be immediately notified to all Participants. Unless otherwise decided by Liquigas the Event shall then resume on the basis of the last quotation submitted by Participants and registered on the Platform, which must be considered as valid under all circumstances.
- 9.4. In cases defined in articles 8.1 and 8.2 Liquigas and/or BravoSolution will have no liability towards Participants except malice or severe negligence.

## 10. OBLIGATIONS AND GUARANTEES OF LIQUIGAS AND PARTICIPANTS

- 10.1. Liquigas and Participants shall agree amongst themselves the conditions and time frame within which to evaluate, fairly and in good faith, whether the Goods and/or Services offered comply with the description made as well as the quality promised by the Participants. BravoSolution shall be considered outside of such negotiations and shall not accept any liability in that matter.
- 10.2. The Attachments and in general the Data that define the object, scope and supply characteristics and requisites, shall be deemed as the essential element of the Goods and/or Services trading contract that may be stipulated upon conclusion of the Event (the **Trading Contract**) between the **Liquigas** and the winning Participant.
- 10.3. Liquigas and Participants acknowledge that the Trading Contract, just like its negotiation, conclusion and implementation, shall be exclusively a two-way act, and that BravoSolution shall be deemed outside of such negotiation, successful/unsuccessful conclusion and execution.
- 10.4. Liquigas and Participants acknowledge that BravoSolution provides, in an autonomous and independent fashion, exclusively all Platform related assistance and utilization services and that it shall not take part and intervene in negotiations for the stipulation of the Trading Contract.

## **11.OBLIGATIONS AND GUARANTEES OF LIQUIGAS**

- 11.1.Liquigas commits to act during the Events respecting procedures, obligations and principles outlined in the Contract
- 11.2. Whenever the Event terminates with an awarding as defined in articles 6 and 7, Liquigas pledge to Participants, in compliance with provisions outlined under the Method of Awarding, as defined in Letter of Publication of each Event, to sign the Trading Agreement with the Participant selected as the winner following the implementation of the Event as defined in articles 6 and 7. In case Trading Agreement has not been signed can imply the right for the Participant for reimbursement of damages as defined by the Law.

## **12.OBLIGATIONS AND GUARANTEES OF PARTICIPANTS**

- 12.1.The Participants shall pledge to Liquigas their full compliance with procedures, obligations and principles outlined in the Contract
- 12.2.Each Participant commits to use the Portal and the Services so that no false and/or deceptive information, messages and/or material that is pornographic, racist, obscene, profane, libelous or in any other way offensive is exchanged, and that will not have illegal, illicit or harmful conduct against third party rights.
- 12.3. Every Participant shall pledge to Liquigas to keep Quotations valid for the entire duration of the Event and throughout the period that is indicated in the Letter of Publication and/ or in the specific Portal sections.
- 12.4.Granted for what has been defined in article 12.3, the winning Participant shall pledge to stipulate the Trading Contract with the Liquigas. Failure to do so shall entitle Liquigas to use all possible measures and actions outlined by applicable Laws.
- 12.5.Should the winning Participant, for whatever reason, decline the Event award or not stipulate the Trading Contract with the Liquigas the Participants shall acknowledge that Liquigas shall have the right, at any moment in time and also subsequent to the final awarding notification, to cancel the final awarding and proceed with the awarding of the Event to the bidding Participant that will have to fulfill the obligations stated in art. 12.4 and under limitations indicated in art. 12.3.
- 12.6.The Sellers shall guarantee to Buyer:
  - a) to retain ownership and availability of Goods and/or Services for the entire length of the Event and up until its final awarding and the stipulation of the Trading Contract;
  - b) to supply a precise, truthful, honest and fair description of Goods and/or Services to be supplied;



- c) to refrain from upsetting the proper implementation of the Event via behavior and conduct which may be deemed anti-competitive, unlawful, anti-regulatory or against third party rights namely, as way of example only, the fixing of prices or other conditions by some Sellers to the detriment of others, issue of Anomalous Quotations, etc.;
- d) to refrain from marketing Goods and/or Services of doubtful or illegal origin; counterfeit Goods and/or Services manufactured in violation of third party rights and/or national and international regulations safeguarding industrial and intellectual property; Goods and/or Services of any nature whose sale is forbidden by Law or by regulations

12.7. Liquigas has the right to charge to Participants or winning Participant part of the cost related to BravoSolution support to suppliers for participation to events and the Portal availability. In that case, being Participants explicitly informed and having it regulated by separated document, the fee due to Bravosolution by Participants or winning Participant will be charged.

12.8. The Participants acknowledge that fees due to BravoSolution, regarding the Events, reimburse the support service and Portal availability and that are not in any way linked to the conclusion of Trading Contract, issuance of supply/ selling Order or any claims that may arise between Liquigas and Participants, before, during and after the Events.

### **13. SPECIFIC RESOLUTIVE CLAUSE – RIGHT OF WITHDRAWAL**

13.1. Liquigas shall have the right to resolve the Contract, pursuant and consequent to Art. 1456 civil code, in case of non-compliance with obligations stated in Art. 2.3, 2.4 and 12, that is to say, cases of Participants facing bankruptcy or other exam procedures.

13.2. Granted what has been defined in art. 13.3 Liquigas and Participants has the right to resolve the Contract in any moment subject to written communication to be sent via fax or via email with confirmation to be sent via registered mail with acknowledgment receipt.

13.3. The participant cannot resolve the Contract during the Events to which it is participating, including awarding phase.

## 14. LIMITATION OF ACCOUNTABILITY AND ABSENCE OF WARRANTIES FOR LIQUIGAS

- 14.1. Liquigas- or BravoSolution on its behalf- will not in any way be accountable for any damages arising from Participant's utilization of the Portal, including the inclusive of lost commercial opportunities, missed earnings, loss of data, damage to company prestige, request for damages and/or claims from Third Parties, except in case of malice or severe negligence.
- 14.2. Liquigas- or BravoSolution on its behalf- will not in any way be accountable for loss of data, functioning flaws, suspension and/ or interruption of the Portal caused by:
- a) "Force Majeure" events such as, by way of example only: failure of power supply or telephone lines or network connection, strikes, industrial unrest, wars, State or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters;
  - b) faulty utilization on side of the Participants of the Platform
  - c) functioning flaws in equipment the Participants avail of for utilizing the Platform
- 14.3. The Participants acknowledge and accept that:
- a) The Platform is provided as is, and will be used by Supplier on his own responsibility. The Supplier will be accountable and will maintain indemnify and hold harmless Liquigas and BravoSolution from any prejudice, claim or Third party actions caused by utilization of the Portal.
  - b) Liquigas does not guarantee for the capability to act and the good faith of those that are utilizing the Portal.
  - c) Liquigas does not guarantee the access, veridicity, completeness, compliance with the law and the respect third party rights contained in the web sites to which possible links inserted in the Portal can redirect to.
- 14.4. Liquigas is in any way accountable in respect to pre contractual responsibility, for any damage and/ or prejudice towards Participants arising from their participation to the Events. The Participants acknowledge that (i) it is Liquigas unquestionable judgment, not to accept any Quotation from Participants and/ or not to award the Event; (ii) there is no guarantee for the conclusion of the Trading Contract until the Final Awarding of the Quotation has taken place.

## **15.INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

- 15.1.The contents and information provided to the Participant through the Portal and the software are exclusive property of BravoSolution Group , and are licensed to Liquigas, and are protected by copyright or other intellectual property rights (including rights for database)
- 15.2.The Participant acknowledges that Marks registered by Liquigas are its exclusive property and that any Contract disposal can be understood as the authorization to use them for end different that the purpose described in the present Contract.
- 15.3.The Participant shall pledge, by way of example only, not to download, reproduce, transmit, sell or distribute, in whole or in part, in any fashion, the contents and the information received through the Portal prior written consent by Liquigas and to end different than the access to the Portal
- 15.4.Participant declares and guarantees to:
- Have the exclusive property of marks, distinguished signs and other elements covered by intellectual property rights and that their utilization by Liquigas does not imply any violation of neither the rights towards third parties or laws and/ or applicable regulations
  - Have the full property and availability of information and contents delivered to Liquigas for what concerns present Contract and that their utilization by Liquigas does not imply any violation of neither the rights towards third parties or laws and/ or applicable regulations

## **16.SAFEGUARDING OF PERSONAL INFORMATION**

- 16.1.The Participant accepts that Registration Data, as well as the data and information that have been subsequently delivered, will be inserted in the database of Liquigas, that has its exclusive property.
- 16.2.The treatment of personal information of the Participants will be exclusive responsibility of Liquigas and / or BravoSolution, that can avail, to that end also third parties that reside in Italy, nominated from time to time as Responsible and/ or in charge of treatment of data as putlined by art 29 of the Privacy Code. Liquigas, as the owner, and BravoSolution SpA as the external responsible, for the treatment of the Participant personal data commit to use the data only for the scope defined in the present Contract and in anyway compliant with the applicable regulations.

## 17.NOTIFICATIONS

- 17.1.All communications pertinent to the contract shall be submitted to:
- a) concerning the Participant via e-mail, to the address provided to Liquigas upon registration;
  - b) concerning Liquigas, via e-mail to:  
liuqigasconnect@bravosolution.com
- 17.2.Notifications may also be via fax or by registered letter with acknowledgement of receipt, concerning the Participant to the address communicated to Liquigas, concerning Liquigas to the address indicated on the Portal

## 18.CONTRACT MODIFICATION

- 18.1.The Participant accepts that Liquigas can modify the Contract in any moment, prior the communication to the Participants to the address stated in art. 16
- 18.2.The Participant can resolve the Contract following communication as stated in art. 19.1. within 15 days from the receipt. In any case the continuation of Portal utilization will be considered as acceptance of performed changes.
- 18.3.The acceptance of the modifications by the Participant cannot be partial.

## 19.CONFIDENTIALITY OF COMMERCIAL INFORMATION- SAFETY

- 19.1.Liquigas, and BravoSolution on its behalf, and the Participants agree to maintain secret and not accessible to third parties, to exception of employees and consultants (**“Authorized Parties”**) to which communication is necessary for Contract execution, any technical, economical, commercial or financial information received or that is available as a consequence of Contract execution; including information received during negotiations that have preceded the present Contract (**Reserved Information**)
- 19.2.The confidentiality obligation defined herein are not applied to:
- (i) Information that are released because requested by laws or regulations
  - (ii) Information that, at the moment that has been acquired or subsequently, are public following the publication or other causes not attributed to the party that become aware of it.
  - (iii) Have been received in legal manner by third party without violating obligation stated in the present article.

(iv) Have been legitimately detained prior to the subscription of the present Contract or have been elaborated independently from the present Contract.

19.3. Each Party guarantees the respect of the obligation of confidentiality of Authorized Parties

19.4. Liquigas, and BravoSolution on its behalf, and Participants commit to adopt all precautions and technical actions to protect the safety of data and commercial information exchanged during the Event and to block the access to parties different from Authorized Parties

19.5. Liquigas- and BravoSolution on its behalf- and Participants will take in place all technical and procedural actions to guarantee information technology safety during the Events implementation

## **20. APPLICABLE LEGISLATION AND COURT OF LAW**

20.1. The Contract shall be governed by Italian legislation. Any controversy arising from the interpretation, execution and/or resolution of the Contract shall be addressed to the exclusive jurisdiction of the Court of **Milan**