

LIBERIA CEMENT CORPORATION LTD.

GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS CONDUCTED THROUGH THE SOURCING PORTAL

1. INTRODUCTION

- 1.1 Heidelberg Materials AG (“**HM**”) is the operator of the HM Network and the sourcing portal (“**Portal**” or “**Sourcing Portal**”).
- 1.2 Liberia Cement Corporation Ltd. (“**Cemenco**”) is performing the sourcing using the Portal. Cemenco uses the Portal as buyer (the “**Buyer**”) for Dynamic Negotiations, Request for Proposals and other events (the “**Events**”) with certain parties as suppliers (“**Supplier**” or “**Suppliers**”). These General Conditions and the Regulations apply to Cemenco (HM Subsidiary in Liberia, according to Liberian Associations Law) using the Portal. However, HM and Cemenco act each as separate legal entities on their own behalf and are therefore each solely responsible for their Events performed through the Portal.
- 1.3 Buyer will notify Suppliers of any amendments to these General Conditions, the “Regulations governing participation in a Dynamic Negotiation, Request for Proposal and all other Events performed through the Sourcing Portal” (“**Regulations**”) by means of publication in the Portal, which for all purposes constitutes communication to Suppliers.

2. SCOPE

- 2.1 The scope of this agreement (the “**General Conditions**”) is to define the terms and conditions under which Suppliers can participate, when invited, in Events organized by Buyer through the Sourcing Portal.
- 2.2 The execution of Events shall be governed by the **Regulations** attached to these General Conditions. The General Conditions and the Regulations represent the full and complete agreement for the use of the Portal for the Events between every individual Supplier and Buyer (the “**Agreement**”).

3. OBLIGATIONS AND GUARANTEES OF THE SUPPLIER

- 3.1. With regard to Portal utilization, the Supplier agrees to: (i) comply with the terms and conditions outlined in General Conditions, Regulations and the Invitation to an Event; (ii) refrain from conduct and behavior which is 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 its own software and hardware as to ensure the security of Events from the information technology view-point.

- 3.2. With regard to Portal utilization, the Supplier represents and guarantees that it has full ownership rights to and the availability of all data, information and contents provided to the Buyer. The Supplier also represents and guarantees that the use of this data, information and content provided to Buyer pursuant to the Agreement shall not breach any third-party rights, laws and/or regulations.

4. WARRANTY; LIABILITY

- 4.1. Buyer is not liable for negligent behavior of minor contractual obligations, except for damages resulting from injury to life, body or health and in case of liability under the Private Wrong Law of Liberia. The liability in cases of negligent violation of essential contractual obligations, the fulfillment of which is essential for the proper performance of the Agreement and on the observance of which the contractual partner may rely, as well as intentional or gross negligent violation of contractual obligations by vicarious agents shall be limited to the amount of foreseeable typical average damages.
- 4.2. Any liability of the Buyer for indirect damages and pecuniary losses is excluded.
- 4.3. The Supplier acknowledges and accepts that: (i) Buyer reserves the right to interrupt and/or suspend the utilization of the Portal and/or revoke the registration and activation at any point in time through a routine notification to the Supplier without incurring any liability; (ii) the Portal can be used as is, and the Buyer gives no warranties or 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) Buyer does not warrant 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 Portal.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 5.1. The contents and information provided to the Supplier through the Portal are Buyer’s property,

the Portal and the software shall be SAP's property, or licensed to Buyer, and are protected by copyright or other intellectual property rights (inclusive of data base rights).

- 5.2. The Supplier shall not reproduce, transmit, sell or distribute, in whole or in part, in any form or fashion, the contents and the information available on the Portal or received via the Portal without Buyer's specific prior written permission and for any purpose other than that of permitting access to Portal and utilization of the Portal.

6. SAFEGUARDING PERSONAL INFORMATION; INDEMNIFICATION

- 6.1. All information the Supplier has provided shall be processed by Buyer in compliance with the applicable data protection law. However, Buyer is not liable if submitting personal data of employees or of other persons who act on behalf of Supplier to Portal infringes local laws.
- 6.2. Supplier shall indemnify, and hold Buyer harmless, from and against any and all damages resulting from or arising out of any infringement of local laws caused by a personalized registration instead of an anonymous registration.

7. NOTIFICATIONS

All communications in accordance with the Agreement, the Portal and each Event shall be submitted to:

- a) concerning the Supplier, via e-mail or via the Portal to the address the Supplier has given Buyer upon registration;
- b) concerning the Buyer, via e-mail or via the Portal to the address reported in the Portal.

Notifications may also be sent by registered mail with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has stated out in the appropriate section in the Portal; concerning Buyer, to the address reported in the appropriate section in the Portal.

8. AMENDMENTS TO GENERAL CONDITIONS

- 8.1. Supplier acknowledges that the Buyer reserves the right to amend the General Conditions at any point in time through a notification in the Portal or via e-mail to the Supplier, at the addresses provided in accordance with Art. 7.
- 8.2. The amendments shall be understood to have been deemed accepted by the Supplier should Buyer not have received, within 15 days of the notification pursuant to Art. 8.1, a communication from the Supplier expressing his refusal of the amendments. In any case, Supplier's continued use of the Portal shall constitute acceptance of

these General Conditions and any amendments thereto.

- 8.3. Supplier's acceptance of amendments refers to their acceptance as a whole, not in part.
- 8.4. Supplier retains the right to reject amendments of the General Conditions by giving notice pursuant to Art. 8.1. In such case Supplier will have no further right to participate in Events.

9. CONFIDENTIALITY – INFORMATION TECHNOLOGY SECURITY

- 9.1. The term "Confidential Information" includes without limitation any document, information, all data, knowledge, including this Agreement, whether marked as confidential or to be considered as confidential according to the nature of the information, contributed by the Buyer or Supplier or on behalf of one of the parties, or which they become mutually aware of in connection with this Agreement and the Portal, its performance or with regard to each Event. Supplier and Buyer agree to preserve the strict secrecy of the Confidential Information. They covenant not to reveal or disclose such Confidential Information to third parties unless permitted to do so pursuant to Art. 9 or these General Conditions, to use it solely for the contractually contemplated purposes, to refrain from exploiting, copying or imitating any Confidential Information (in particular by means of so-called "reverse engineering"), to refrain from having any Confidential Information exploited or imitated by third parties, to take all appropriate action in accordance with the terms of this Agreement to preserve the secrecy of the Confidential Information and prevent any disclosure thereof, to secure Confidential Information against unauthorized access by third parties by means of appropriate secrecy measures and to comply with the applicable legal and contractual data protection regulations when processing the Confidential Information.
- 9.2. After conclusion of the collaboration, written Confidential Information shall be mutually returned in its entirety or, if so agreed, destroyed, unless this would conflict with preservation duties under applicable law or written rules of professional conduct.
- 9.3. The obligation under Art. 9.1 does not apply to Confidential Information as to which the disclosing party is able to prove (i) that, at the time of its communication by the party that provided it, it was either (a) a matter of common knowledge, i.e. already published or generally accessible, or (b) already known to the disclosing party, or (ii) that, subsequent to its communication by the party that provided it, it became a matter of common knowledge without fault on the part of the disclosing party, or (iii) that, subsequent to its communication, it was made available to the

disclosing party by a third party in a lawful manner without restrictions regarding the confidentiality or use thereof.

- 9.4. Unless otherwise expressly stated in writing, the enterprises affiliated with Supplier (and its subsidiaries) are also considered to be third parties for purposes of these General Conditions.
- 9.5. In fulfilling the above confidentiality obligations, the Supplier shall impose corresponding written obligations on its employees, performance assistants and vicarious agents that are involved in performing this Agreement or are able to obtain access to Confidential Information.
- 9.6. The above confidentiality obligations terminate at the end of the 5th year following the last participation in an Event in the Portal.
- 9.7. Supplier and Buyer shall employ at all times state-of-the-art technology to secure its communication facilities against unauthorized access by third parties or other misuse, losses of data, unauthorized modification of data and destruction of the electronic information. Supplier and Buyer further agree to employ adequate security procedures and measures and to maintain this state-of-the-art level.

10. APPLICABLE LAW AND JURISDICTION

- 10.1. This Agreement shall be governed by the laws of the Republic of Liberia, except that its choice-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.
- 10.2. Actions relating to disputes arising out of or in connection with this Agreement may be brought only in the court of proper jurisdiction for Liberia, Monrovia.

REGULATIONS GOVERNING PARTICIPATION IN A DYNAMIC NEGOTIATION, REQUEST FOR PROPOSAL AND ALL OTHER EVENTS PERFORMED THROUGH THE SOURCING PORTAL

PART I: GENERAL PRINCIPLES AND PROVISIONS

1. INTRODUCTION

- 1.1. Dynamic negotiation (the “**Dynamic Negotiation**”) is defined as a mechanism for establishing, by electronic means, the elements necessary for performing commercial transactions, namely the dynamic definition of price and other contractual conditions regarding the exchange of goods (the “**Goods**”) and services (the “**Services**”).
- 1.2. The Request for Proposal (the “**Request for Proposal**”) or the “**RFP**”) is defined as the request for sending and the consequent issuance, all by electronic means, of a binding financial quotation and/or a binding indication of the technical-pricing terms and conditions involving the exchange of goods and services.
- 1.3. The Dynamic Negotiation and the Request for Proposal is between Buyer and one or more Suppliers, with each party operating within the range of its business, professional or institutional activity and registered in the Portal, through the submitting of quotations (the “**Quotation**”) in the Portal.
- 1.4. The Regulations define methods for the implementation of a Dynamic Negotiation, Request for Proposal and all other events performed through the Portal in addition to setting forth the obligations and the rules applicable to Buyer and Suppliers throughout the duration of an Event. Further specific provisions relating to the implementation of each Event, binding for both Buyer and Suppliers, are highlighted in the Invitation to an Event as well as in the Portal’s dedicated information sections.
- 1.5. The general principles that govern the implementation of Events and participation therein are the equality of conditions for all participants, transparency, good faith, fairness, confidentiality of information traded and compliance with the law.
- 1.6. Capitalized terms not otherwise defined in these Regulations Governing Participation in a Dynamic Negotiation, Request for Proposal and all other Events performed through the Sourcing Portal (the “**Regulations**”) have the meaning given to them in the General Terms and Conditions for Participating in Events conducted through the Sourcing Portal (“**General Conditions**”).

2. NOTIFICATIONS RELATING TO EVENTS

- 2.1. At every stage of the Event (including the preliminaries, implementation, award and any possible suspensions, interruptions, resumptions and/or cancellations), Buyer and also Suppliers may communicate and take actions a) on-line; b) off-line or c) a combination of both a) and b). The actual availability of online and off-line operating modes is at Buyer’s discretion; Suppliers agree to utilize the available operating mode.
- 2.2. The on-line operation contemplates that Suppliers enter data and Quotations, communicate with Buyer and express their choices by clicking on the appropriate icons available in the Portal and/or using the messaging tool of the Portal.
- 2.3. The off-line operation contemplates that Suppliers communicate with Buyer, by submitting and receiving information, data, instructions and briefs via fax, e-mail or telephone or direct mail by courier.

3. PRELIMINARY PHASES

- 3.1. Buyer, in order to create an Event, will publish in the Portal the data regarding the relative Event (the “**Data**”).
- 3.2. Buyer shall forward to Suppliers, through the Portal, an invitation to participate in the Event itself (the “**Invitation to an Event**”), thereby making all Data available in the personal folders of invited Suppliers (“**Suppliers’ Personal Folders**”), provided the latter have been registered on the Portal and activated to participate in Events.
- 3.3. Buyer shall be entitled, at its discretion, to limit participation in an Event to a limited number of Suppliers for appropriate business reasons.
- 3.4. Buyer may amend the Data, including Portal configuration parameters, prior to the start of the Event (the “**Amendments**”).
- 3.5. By participating in an Event, a Supplier is deemed to have accepted Buyer’s Data Amendments and Portal configuration parameters as defined by Buyer.

4. IMPLEMENTATION OF EVENTS – GENERAL PROVISIONS

- 4.1. Buyer and Suppliers 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 displayed in the Portal and shall represent the full account of the actual facts and circumstances.

- 4.2. In case of discrepancies, Quotations placed and entered in the Portal shall prevail over the contents of a file, attachments and other documents submitted or made available by Suppliers during the Event.
- 4.3. The Suppliers acknowledge that the system will not allow them to view the identity of the other Suppliers during the implementation of the Event.
- 4.4. After the evaluation bids subsequent to the conclusion of an Event, Buyer will notify the Supplier to which the Event has been awarded to via e-mail or via the Portal. Such notification is preliminary only and is subject to an additional technical evaluation and shall in no way represent a binding obligation between Buyer and Supplier as additional and specific confirmations in this regard are necessary.
- 4.5. Each Event is configured in compliance with the Portal parameter configuration Buyer has selected. Parameter configurations adopted for each Event are defined in Suppliers' Personal Folders, information sections of Portal and/or Invitation to an Event. Participation in the Event by Suppliers constitutes complete acknowledgement of the configuration options Buyer has defined and their unconditional acceptance by Buyer.
- 4.6. Should a Dynamic Negotiation arise from a previously conducted Request for Proposal Event, Suppliers acknowledge that Quotations forwarded during the Request for Proposal stage represent, at Buyer's discretion and following a notification to a Supplier, an initial Quotation available for presentation in a subsequent Dynamic Negotiation.

PART II: DYNAMIC NEGOTIATION EVENTS

5. IMPLEMENTATION OF A DYNAMIC NEGOTIATION – SPECIFIC PROVISIONS

- 5.1. Every Dynamic Negotiation operates through the on-line and in (nearly) real time entry and issuance of progressively changing Quotations by Suppliers up until the closure of the Event, in accordance with implementation procedures and Portal parameter configuration options defined in the Invitation to an Event and information sections of the Portal.
- 5.2. Buyer has the right to decline the quotation of the Supplier for any bids that are identified as unrealistically (as defined prior to the Event) below the amount of the previous quotation submitted by one of the Suppliers ("**Anomalous Quotation**"). In such a case, Buyer shall delete the Anomalous Quotation and shall be entitled to

notify the Supplier concerned and bar the Supplier from further taking part in the Dynamic Negotiation. Buyer 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.

- 5.3. Buyer shall be entitled to attribute a Weighted Coefficient, at its sole discretion, to the Quotations submitted by Suppliers during the course of the Event, in relation to varying elements relating to the Supplier and the nature of quotation, including (without limitation and 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, Buyer will notify Suppliers of the utilization of such option. 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. Suppliers acknowledge that Weighted Coefficients shall not be communicated to them.
- 5.4. Buyer shall be entitled to set an initial price for the Event ("**Base Price**") and a target price below which Buyer shall commit to awarding the Event in compliance with the awarding rules of the Dynamic Negotiation ("**Reserve Price**"). The Reserve Price of a Dynamic Negotiation can stay confidential.
- 5.5. The Dynamic Negotiation shall be deemed closed after the system applied the pre-set closing mechanisms; likewise, the Dynamic Negotiation may be awarded or not depending upon the various awarding systems chosen during the Portal parameter configuration phase ("**Method of Awarding**").

PART III: REQUEST FOR PROPOSAL AND OTHER EVENTS

6. IMPLEMENTATION OF A REQUEST FOR PROPOSAL – SPECIFIC PROVISIONS

- 6.1. Each Event operates through the on-line and in (nearly) real time entry and issuance of Quotations by Suppliers up until the closure of the Event, in accordance with implementation procedures and Portal parameter configuration options defined in the Invitation to an Event and information sections of the Portal.
- 6.2. The issue of an Invitation to an Event to Suppliers represents the start of an Event.
- 6.3. The Buyer shall be entitled to amend the Request for Proposal after the start date of an Event. In such case, Supplier will be given the opportunity to amend its Quotation accordingly.

- 6.4. An Event shall terminate at the date and time defined by Buyer.
- 6.5. Each Supplier invited to a Request for Proposal can 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 Supplier submitted to Buyer prior to Event closing date shall be the one taken into consideration by Buyer in the awarding process.
- 6.6. Irrespective of the Buyer's configuration options, Buyer shall evaluate Quotations in a discretionary fashion and upon the closing of an Event, Buyer reserves the right not to accept any Quotation from any Suppliers and/or not to award the Event at all.
- 6.7. Subsequent to the closing of an Event, Buyer will notify the Supplier to which the Event has been awarded to. Other Suppliers that participated in the Event, but have not received the award, may be informed about the outcome of the Event and its possible subsequent conversion into a Dynamic Negotiation upon request.
- 6.8. After the closing of an Event, Buyer shall be entitled, but shall not be obliged to display, through the Portal or otherwise, to all participating Suppliers, the anonymized prices received by the participating Suppliers in the course of the Event.
- 6.9. Buyer shall be entitled to award the Event to one of the Suppliers participating in the Event at a price which is different from the amount entered in the Quotation submitted. It is understood that the winning bidder, in such case, shall be entitled to reject the awarding of the Event. Should the Supplier decide to accept the awarding, the price of the Goods and/or the Service shall be settled between Buyer and the Supplier.

7. OTHER TYPES OF EVENTS (RFx)

- 7.1. Buyer shall be entitled to perform in the Portal other types of Events with characteristics similar to the Request for Proposal (for example: requests for information), defined hereinafter as "RFx Events".
- 7.2. In case RFx Events are implemented, they shall be subjected to the same provisions featured in Parts I & IV and, wherever applicable, the provisions of Part III of the Regulations. All possible specific provisions related to a given RFx Event, Regulation waivers, additional definitions as well as implementation systems, are stated in the Invitation to an Event and/or in the information sections of the Portal.
- 7.3. Through participation in an RFx Event, the Supplier shall fully and unconditionally accept the rules of the Event as stated in the Regulations, wherever applicable, in the Invitation to an Event and/or in the information sections of the Portal.

PART IV: FINAL SHARED PROVISIONS FOR ALL TYPES OF EVENTS

8. SUSPENSION AND/OR CANCELLATION OF THE EVENT

- 8.1. Buyer shall be entitled to suspend the Event for a length of time deemed appropriate by issuing a communication to all Suppliers.
 - 8.2. In case of a technical breakdown or malfunctioning of IT, technological, telephone connections and/or recording equipment that may jeopardise the regular implementation of the Event, Buyer shall be entitled to suspend the Event until all the necessary measures have been adopted for its repair and resumption. Buyer, in such cases, shall reserve the right to cancel or reopen the Event even after its termination, with no liability whatsoever towards the Suppliers.
 - 8.3. Should the connection to the Portal of one or more Suppliers fail, for whatever reason, Buyer shall be entitled, based entirely on its judgement of the circumstances, 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 Portal through the alternative off-line bidding mode, as outlined in Article 2.3, without incurring any liability whatsoever towards Suppliers.
 - 8.4. 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 defined by Buyer and promptly communicated to all Suppliers. Unless otherwise decided by Buyer, the Event shall then resume on the basis of the last quotation submitted by Suppliers and recorded by Buyer's systems, which shall be deemed to be binding under all circumstances.
 - 8.5. In addition to assumptions given in the Articles above, Buyer shall be entitled, based entirely on its judgement, to suspend and/or cancel the Event at any moment in time, also subsequent to its termination, through a routine e-mail notification to the Suppliers, with no liability whatsoever towards the Suppliers.
 - 8.6. Buyer is entitled, in its sole discretion, to bar from taking part in an Event any Supplier in violation of Articles 1.5, 5.2, 9 and 11, with no liability whatsoever towards the Supplier, and disclaims any liability for damages incurred as a result of such violations. Supplier in violation of Articles 1.5, 5.2, 9 and 11 will be so notified through a routine e-mail communication.
- 9. OBLIGATIONS AND GUARANTEES OF THE BUYER AND SUPPLIERS**
- 9.1. Buyer and Suppliers 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 Suppliers.

- 9.2. Suppliers acknowledge Buyer's right to withhold their participation in an Event to the prior issue of adequate guarantees acting in support of the seriousness and irrevocability of Quotations.
- 9.3. Buyer and Suppliers shall adopt all reasonable actions, consistent with applicable industry best practices, to safeguard the security of all data and commercial information exchanged during the Event and to bar access to the same by unauthorised personnel.
- 9.4. Upon the award of an Event to a Supplier, the Buyer and the Supplier shall commence negotiation of a definitive contract for Goods and/or Services (the "**Trading Contract**"). The negotiation of the Trading Contract may take place via the HM Network. The data of the Event shall form part of the terms of the Trading Contract. Until such point in time the Trading Contract is signed by both parties there shall be no legally binding contract between the Supplier and the Buyer for the actual supply of Goods and/or Services, other than the terms applicable in these Regulations and the General Conditions. Contracts validly concluded between Buyer and Supplier prior to an Event and still effective at the time of the award shall remain unaffected.
- 9.5. Buyer and Suppliers acknowledge that SAP Ariba provides, in an autonomous and independent fashion, all Portal related assistance and utilisation services, and that it takes no part in the preparation or negotiation of the Trading Contract.

10. OBLIGATIONS & GUARANTEES OF THE BUYER

- 10.1. Buyer shall comply with its obligations and principles under the Regulations.
- 10.2. Buyer may condition the negotiation or execution of the Trading Contract to the terms and conditions stated in the Invitation to an Event or in other agreements with Suppliers.

11. OBLIGATIONS AND GUARANTEES OF THE SUPPLIERS

- 11.1. The Suppliers shall comply with procedures, obligations and principles in the General Conditions and the Regulations.
- 11.2. Every Supplier shall keep Quotations valid for the entire duration of the Event and throughout the period necessary for its awarding and the stipulation of the Trading Contract but in any case, unless otherwise agreed between the parties, not beyond 12 months from the starting date of the Event. In case of a Request for Proposal followed by a Dynamic Negotiation, every Supplier shall keep Quotations unchanged

throughout the duration as well as the awarding of the Dynamic Negotiation.

- 11.3. The winning Supplier agrees to execute the Trading Contract with the Buyer. Failure to do so shall entitle Buyer to seek damages.
- 11.4. Should the winning Supplier, for whatever reason, decline the Event award or not enter into the Trading Contract with Buyer, the Suppliers acknowledge that Buyer has 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 Supplier willing to fulfil the obligations stated in Art. 11.3.
- 11.5. The Suppliers 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 conclusion and execution 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 Suppliers 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;
- e) to comply with applicable data protection laws and not to transfer to Buyer personal data of employees or other natural persons without a legal basis for this transfer.

12. NOTIFICATIONS

All communications in accordance with the Agreement shall be submitted to:

- a) concerning the Supplier, via e-mail or via the Portal, to the address the Supplier has given Buyer upon registration;
- b) concerning Buyer, via e-mail or via the Portal to the address reported in the Portal.

Notifications may also be sent by registered mail with acknowledgement of receipt, concerning the Supplier, to the address the Supplier has given Buyer; concerning Buyer, to the address reported in the appropriate section in the Portal.

13. AMENDMENTS TO REGULATIONS

- 13.1.** Supplier acknowledges that the Buyer reserves the right to amend these Regulations at any point in time through a notification in the Portal or via e-mail to the Supplier, at the addresses provided in accordance with Art. 12.
- 13.2.** The amendments shall be understood to have been deemed accepted by the Supplier should Buyer not have received, within 15 days of the notification pursuant to Art. 13.1, a communication from the Supplier expressing his refusal of the amendments. In any case, Supplier's continued use of the Portal shall constitute acceptance of these Regulations and any amendments thereto.
- 13.3.** Supplier's acceptance of amendments refers to their acceptance as a whole, not in part.
- 13.4.** Supplier retains the right to reject amendments of the Regulations by giving notice pursuant to Art. 13.1. In such case Supplier will have no further right to participate in Events.