

## General Terms and Conditions of access and use of the Portal

### **Article 1 – Subject matter of the General Terms and Conditions**

**1.1** This General Terms and Conditions (the “**General Terms**”) (i) govern the access and use of the portal of **SCM Group S.p.A.**, VAT n. 00126480409, having its registered offices at Via Emilia 77, 47921 – Rimini (RN), Italy, and of **C.M.S. S.p.A.** VAT n. 01412130161, having its registered offices at Via A. Locatelli 123, 24019 – Zogno (BG), Italy (the “**Supplier**”, a term which is to be interpreted as the “**Suppliers**” whenever there is a customer that has a business relationship with both of the above companies), accessible through the website <https://myportal.scmgroup.com/en> (the “**Portal**”) and (ii) regulate the supply by the Supplier of all the services that will be made available from time to time through the Portal (the “**Services**” or, individually, the “**Service**”). Further contractual conditions may apply to the use of any specific Service.

**1.2** SCM Group S.p.A. and C.M.S. S.p.A. are two companies that belong to the same corporate group (in particular, C.M.S. S.p.A. is fully owned by SCM Group S.p.A.) and therefore – considering also that the Portal is technically the same for both companies of the group – the latter stipulate this General Terms jointly. It is understood, however, that each of the above mentioned companies will be contractually liable – under these General Terms – exclusively towards its own customers, i.e. towards those persons that, in addition to having accepted these General Terms, purchase goods and/or services from the same (with the express exclusion of the customers of the other Supplier).

**1.3** The Portal and the related Services may be used only by the Supplier’s customers who have registered as users of the Portal, according to the indications set forth in Article 2 hereinbelow (the “**Customers**”), and that have accepted these General Terms. By clicking on the “Accept” button, the Customer declares to have carefully read and accepted these General Terms. The acceptance of the General Terms does not result in an automatic activation of the Services made available by the Supplier, unless otherwise provided by the latter. It is however understood that the use of one or more Services (following the activation of the same, in accordance with the description provided on the Portal) will confirm, for conclusive facts, the acceptance of these General Terms.

**1.4** In any event, the Customer declares to have the powers to accept these General Terms and to have been duly authorized by his company for the stipulation of the contracts related to the supply of any single Services.

**1.5** It is specified that the access and use of the Portal are granted by the Supplier free of charge, without any costs and/or consideration to be borne by the Customer. However, this with the exception of what may be possibly provided in regards of the supply of any single Services.

### **Article 2 – Registration; Credentials**

**2.1** The access to and use of the Portal shall be allowed to all the Customers of the Supplier that – after having made a request – have obtained from the latter specific access credentials (user id and password, the “**Credentials**”). The Customers can then proceed at any time with the change of their password. In addition, as an “administrator user”, the Customer can always create new “company users”, diversifying roles and permissions.

**2.2** The Credentials are strictly confidential, and it is the responsibility of the Customer to safeguard them, by taking all appropriate measures to prevent their disclosure to third parties and their unauthorized use. For this purpose, the Customer declares to be the sole and exclusive accountable person for its Credentials (and the credentials relating to the additional “company users”) and expressly exonerates the Supplier from any kind of liability whatsoever arising from the unlawful and/or unauthorized use by third parties.

**2.3** The Customer shall also bear any risks related to the access to and use of the Portal through the Credentials, also with regard to the sufficiency and adequacy of the checks that will be carried out by the Supplier prior to the granting of the Credentials.

### **Article 3 – Obligations of the Customer**

**3.1** In the event that, during registration or subsequently, the Customer is asked to provide personal information, the latter has the obligation and responsibility to communicate to the Supplier true, correct, and updated data. Such data shall be processed by the Supplier in compliance with the laws in force, for the purposes and in accordance with the procedure described in the relevant Information on the Processing of Personal Data (available at: <https://myportal.scmgroup.com/en/privacy-policy>).

**3.2** The access and operation of the internet network necessary for the use of the Portal and all related charges and costs (including connection charges and costs) shall be borne exclusively by the Customer, which shall also be required to procure independently any necessary hardware and/or software. Further, the Customer acknowledges to be the sole person responsible for the functioning and maintenance of its instrumentation and for the adoption of all the necessary measures to guarantee cyber security.

**3.3** The Customer undertakes not to use the Portal and its relating Services for unlawful purposes and/or contrary to these General Terms or, in any case, in a manner that may damage the functionality of the same, making the Portal unusable and/or causing deterioration and/or interference with the use of the same by the other users.

### **Article 4 – Intellectual Property**

**4.1** The contents and information offered to the Customer through the Portal, as well as the related intellectual and/or industrial property rights (including those relating to the software used by the Portal) are the exclusive property of the Supplier, or legitimately licensed to the latter by third parties.

**4.2** The Customer undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part – in any way whatsoever - the contents and information available or received through the Portal, without the express authorization of the Supplier.

### **Article 5 – “AS IS” usability of the Portal**

**5.1** The access to and use of the Portal is under the exclusive responsibility of the Customer and the latter acknowledges and accepts that the Portal is usable “as is” and “as available”. The Customer therefore exonerates the Supplier from any guarantee and/or warranty – whether explicit or implicit, legal or contractual – in relation to the Portal, including, by way of example and not by way of limitation, any guarantee and/or warranty in respect of the marketability of the Portal and its suitability for a particular purpose.

**5.2** Furthermore, the Supplier makes no representations and/or warranties of any kind on the fact that the Portal will:

- (i) operate promptly, without interruptions, safely and will be available and/or accessible at all times and/or in all locations;
- (ii) meet the Customer’s expectations;
- (iii) be error and/or fault free;
- (iv) be free of vulnerabilities.

**5.3** In any case of non-performance on the part of the Supplier of this General Terms which prevents, compromises, limits or deprives, in whole or in part, of utility the possibility for the Customer to access the Portal and/or to use the same and the related Services, the only remedy in favour of the Customer shall be the right of the latter to obtain the restoration/re-establishment of normal conditions of access and use of the Portal, it being hereby expressly excluded the compensation of any possible damage and/or any other remedy whatsoever (whether legal or contractual).

### **Article 6 – Limitations and exclusions of liability**

**6.1** The Customer acknowledges that the Supplier shall not be called to respond and/or held liable in any way whatsoever as against the Customer and/or as against any possible third parties for:

- (i) damages resulting from the access, use, malfunction, from the delayed or non-use and/or from the interruption or suspension of use of the Portal (and, consequently, of the related Services);
- (ii) loss of data and/or damages (suffered by the Customer and/or third parties) resulting from viruses, malware, hacking attacks or from access to and/or misuse of the Portal or, in any event, from the use by unauthorized persons;
- (iii) damages from lost or reduced sales, lack of or reduction in production, lack of or reduction in profits, loss of contracts, loss of chances, other direct damages and generally for indirect and consequential damages.

6.2 The Customer hereby waives, as of now, any dispute and/or claim against the Supplier in the event of interferences/intrusions within the Customer's Information Technology system.

## **Article 7 – Suspension**

7.1 The Customer acknowledges the Supplier's right to suspend the access and use of the Portal (as well as the use of one or more Services) without incurring any liability, at any time, even without notice, in the following cases: (i) when this is necessary for security reasons, or represents the means for preventing unauthorised access to the Portal by third parties, or arises from technical and/or commercial needs of the Supplier, (ii) in the event that the Customer has failed to comply with the payment obligations that the same has, for whatever reason, towards the Supplier (including, by way of example and not by way of limitation, the payment obligations regarding fees that may be provided in relation to the use of the individual Services and without taking into account any possible exceptions and/or objections raised by the Customer or invoked by the same), (iii) in the event that the Customer has breached other contractual obligations undertaken – for any reason whatsoever – towards the Supplier, (iv) in the event that the Customer has initiated judicial and/or arbitration proceedings against the Supplier, as well as (v) in the event that the Customer has ceased to enter into contracts or otherwise issue orders against the Supplier for a period of time exceeding 12 (twelve) months.

7.2 The Customer also acknowledges that in addition to the cases of “voluntary” suspension referred to in Art. 7.1 above, there may be cases of “involuntary” suspension by the Supplier of the access to the Portal and/or use of the same due to technical problems and/or force majeure.

7.3 The notification of the suspensions pursuant to this Art. 7 may be given by the Supplier to the Customer in any form, possibly even after the event and without any obligation to provide reasons.

7.4 The duration of the above-mentioned suspension shall be at the discretion of the Supplier and may possibly be for an indefinite period of time. After 6 (six) months of continuous suspension, the contract deriving from these General Terms shall be deemed to be definitively terminated.

7.5 The Client acknowledges the legitimacy of the rights attributed to the Supplier pursuant to this Art. 7 and waives any possible exceptions in this regard, also due to the fact that the contract is free of charge and that it allows access to a business environment - although virtual - of the Supplier, over which the latter has exclusive rights and requires, for the purpose of protecting its business activity, absolute freedom of management.

## **Article 8 – Amendments**

8.1 The Customer expressly acknowledges and accepts that the Supplier may modify these General Terms at any time and without prior notice. The Customer may always verify the applicable version of the General Terms, as updated from time to time by the Supplier, at <https://myportal.scmgroup.com/en/general-conditions>.

8.2 The Supplier also reserves the right to subordinate the use of one or more Services to the Customer's acceptance of further specific contractual conditions. In any case, it is understood that in the event of any discrepancy and/or contrast between said further contractual conditions and these General Terms, the latter shall prevail.

### Article 9 – Confidentiality obligation

The Customer is obliged to keep strictly confidential and not to disclose the data and technical information received from the Supplier in relation to the Portal and/or the Services, or in any case learned independently by the Customer during the use of the Portal itself. The communication of this information to third parties may only take place with the prior written consent of the Supplier.

### Article 10 – General Provisions

**10.1** These General Terms represent the sole and exclusive agreement between the Customer and the Supplier in relation to the matters regulated herein and replaces any possible prior agreement (whether oral or written) between the Customer and the Supplier.

**10.2** The invalidity or unenforceability of any provision of these General Terms shall not affect the validity or enforceability of the remaining part of the same. The Customer and the Supplier agree, in good faith, to replace such invalid or unenforceable provision with a valid and enforceable provision having to the greatest possible extent the same effect as the invalid or unenforceable provision.

**10.3** The Customer undertakes to provide to the Supplier the widest possible cooperation for the functioning of the Portal and the supply of the Services.

### Article 11 – Governing Law and Competent Court

**11.1** These General Terms and the activities regulated by the same are governed by Italian law.

**11.2** Any and all disputes between the Supplier and the Customer which may arise out of the validity, enforceability, interpretation, execution, performance or termination of these General Terms and the activities regulated by the same shall be settled exclusively by the Courts of Rimini.

SCM GROUP S.p.A.

*[Wood Division Director - Dott. Luigi De Vito]*

The Customer,

I hereby declare that I have read and fully accept these General Terms

I do not accept these General Terms.

C.M.S. S.p.A.

*[CEO - Ing. Giovanni Negri]*

### Express acceptance of the following clauses

Pursuant to the applicable law, the Customer declares to have read carefully and to specifically approve the stipulations contained in the following articles: Art. 2 (Registration and Credentials); Art. 3 (Obligations of the Customer); Art. 5 ("AS IS" usability of the Portal); Art. 6 (Limitations and exclusions of liability); Art. 7 (Suspension); Art. 8 (Amendments); Art. 11 (Governing Law and Competent Court).

The Customer,

I hereby declare that I have read and specifically approve the above clauses.

I do not accept the above clauses.

VERIFICATO  
*[Signature]*