



GENERAL CONDITIONS FOR THE USE OF THE “EASYBUY”, SUPPLIER RELATIONSHIP MANAGEMENT (SRM) PORTAL OF THE DANIELI GROUP

1. PREMISE AND GENERAL PRINCIPLES

1.1. Danieli & C. Officine Meccaniche S.p.A. (hereinafter “Danieli”) has developed a software solution through the Ivalua Technological Platform (hereinafter the “Portal”) to facilitate and guide the relations and exchange of information between Danieli, herein understood to be the Danieli Group, and third parties or companies that intend to supply goods and services (hereinafter the “Supplier/s”).

1.2. On this Portal it is possible to:

- i) set up and manage the supplier database;
- ii) manage the Supplier qualification process (hereinafter “Qualification”);
- iii) hold *sourcing* events such as Requests for Quotations (hereinafter “RFQ” and/or “RFP” and/or RFx) and Online Auctions.
- iv) awarding of the supply contract.

1.3. The Portal is accessible at the following web address : <https://www.danieli.com/en/procurement-suppliers50.htm>.

1.4. The access to the Portal and registration by suppliers, as well as the subsequent acceptance by Danieli of their application and qualification and their inclusion in the list of suppliers, does not give rise to any right and/or expectation and/or legitimate expectation to receive requests for quotations and/or jobs and/or to sign supply contracts with Danieli.

1.5. Other additional provisions concerning each Event and preliminary or subsequent relations with the Supplier can also be handled off-line (e-mail, mobile).

2. SUBJECT

2.1. These General Conditions contain the procedures and instructions on how to run the above-mentioned events and any other *sourcing* event on the Platform as well as the obligations and rules that Danieli and the Suppliers have to follow to enter the Portal, apply for the Qualification process, participate in the events and conclude the contract, and submit offers on request and/or take part in sourcing events organized by Danieli.

2.2. Danieli’s actions and notifications can be carried out in two ways: on-line and off-line.

2.3. The on-line solution requires that the Supplier, on invitation, provide the information requested by Danieli through the Platform in order to take part in the *sourcing event*.

2.4. The off-line solution requires that the Supplier provide Danieli with the instructions, data and the Supplier’s willingness to participate in *sourcing* events by e-mail and/or telephone. If the information is given by telephone, Danieli may enter the offer in the Platform on behalf of the Supplier and will send him an e-mail informing him of this. The Supplier agrees that the fact that the offer has been entered on the platform constitutes complete proof of the declared facts and circumstances.

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Fully paid-up share capital of euro 81,304,566
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3. HARDWARE AND SOFTWARE

3.1. In order to have access to the Portal and be able to use it, the Supplier must at his own expense acquire a personal computer (PC) with a browser, an Internet connection and an e-mail address. Any costs for the hardware and software and for all the outfitting that could be necessary because of updates to the Platform are understood to be at the expense of the Supplier.

4. REGISTERING ON THE PORTAL – ENABLEMENT AND ACCESS CODES

4.1. In order to register the Supplier is required to follow the procedure and fill out the questionnaire on the Portal with truthful, up-to-date and complete data. This is always without prejudice to the Supplier's right to update and/or modify them directly on the Portal in the personal data area. The Supplier remains solely and exclusively liable for any omission, failure to update and/or other event that could invalidate the truthfulness, updating and accuracy of the entered data, thereby releasing Danieli from any direct or indirect liability.

4.2. Danieli reserves the right to grant the Supplier the right to: (i) register additional subjects to use the Portal (operative accounts); (ii) revoke the registration, expand or restrict the scope of the rights granted to operative accounts. Upon registration, the Supplier shall select one or more User IDs and Passwords. Registration will be considered completed once the Password and User ID have been enabled. If, at the time of registration, the Supplier enters untruthful or incomplete data, Danieli reserves the right to refuse to enable the Password and User ID and shall notify the Supplier of this refusal.

4.3. The Supplier undertakes to store and safeguard with the utmost diligence the User ID(s) and the Password(s) - which are personal and cannot be transferred to anyone else - given to him on the Portal and to ensure that they are used solely by registered users; the Supplier shall also update them periodically. The enabled Supplier declares that he is aware that any third parties who know the password and user ID can gain access to the Portal and commit acts subject to legal action that are directly attributable to the Supplier. If the User ID and/or Password are lost or stolen, the Supplier shall immediately inform Danieli, who shall disable them and start the procedure to issue a new Password and User ID.

4.4. The Supplier is required to immediately inform Danieli by e-mail of any unauthorized use by third parties of his Password or User ID, hereby undertaking to hold harmless and indemnify Danieli against any claim and/or demand deriving from and/or correlated with either directly or indirectly, the aforementioned use or violation.

4.5. By registering, the Supplier agrees to these General Conditions. It is understood that these conditions are known only because the registration was completed, and they will be available for downloading and/or for on-line consultation on the Portal at any time.

5. QUALIFICATION PROCESS

5.1. The product categories for which the Supplier may apply for Qualification are listed on the Portal. In order to start the Qualification process, the Supplier is required to enter all the mandatory identification data on the Portal.

5.2. The positive outcome of the Qualification process will be notified by e-mail to the address entered in the Portal by the Supplier. Unless it is revoked, the Qualification will be valid for three years starting from the above-mentioned notification.

5.3. Well before the end of this three-year term, the Supplier will receive an e-mail at the address registered on the Portal, in which Danieli will inform him if the Qualification procedure has been renewed. If the Supplier fails to reply, the Qualification will expire at its natural term.

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5.4. At the end of the Qualification Process, the Supplier shall undertake to provide, on the request and within the timeframe specified by Danieli, the necessary documentation and/or samples as proof of what was declared during the qualification process. Danieli reserves the right to carry out any type of check to verify that the entered data are correct and to add the Supplier to other product categories, if needed. If the Supplier fails to follow up on the requests for clarifications and additions and/or does not collaborate to overcome any obstacles, it will not be possible to confer or confirm the previously acknowledged qualification.

6. DATA MODIFICATION

6.1. The Supplier has the obligation to ensure the constant and prompt updating of the contact information on the Portal with special reference to the e-mail address entered at the time of registration. Any failure to update data by Suppliers is at their sole risk and expense.

6.2. No claim can be made to Danieli for not receiving notifications resulting from a failure to update the contact information and/or updating it incorrectly.

7. CANCELLATION AND REVOCATION

7.1. Each Supplier may at any time request to be removed from the Portal by submitting a cancellation request thirty working days in advance, to the following address: <https://www.danieli.com/en/contacts/contact-us.htm>. After sending the request, the Supplier undertakes to not use the Portal, with the exception of those activities that are required to properly and fully fulfill the obligations previously undertaken.

7.2. Regardless of the Supplier's request, Danieli reserves the incontestable right to revoke at any time the User ID and password (see also article 5.4).

8. PARTICIPATION IN REQUESTS FOR INFORMATION, REQUESTS FOR QUOTATIONS AND ONLINE AUCTIONS

8.1. Sourcing events are regulated by these General Conditions, by any e-mail invitation, if any, its attachments and the instructions of the Manual on the Portal.

8.2. Taking part in sourcing events, as specified below, implies the acknowledgment and acceptance of content of all the afore-mentioned documents.

The Supplier is always required to read these documents in order to comply with all the instructions contained therein, and if necessary, update them.

8.3. Requests for Quotations and Online Auctions will take place on the Portal.

8.4. The Request for Quotations (RFQ or RFP, also RFx) is the document that Danieli's buyer sends to all possible Suppliers in order to receive an e-mail estimate containing the technical and economic characteristics and conditions of supply for the requested product or service.

8.5. The Online Auction uses an on-line tool to determine certain essential elements for the subsequent and separate conclusion of commercial transactions such as dynamic pricing and other contractual conditions regarding the procurement of works, goods and services.

8.6. The general principles that regulate participation in and running of the above are equal treatment, transparency, non-discrimination, proportionality and fairness, in addition to the principles of economy and effectiveness, and in the negotiations and drafting of the contract.

8.7. Additional particular provisions that are binding for the participating Suppliers may be indicated in the e-mail invitation, if any, in the Portal Manual and in the notifications exchanged between Danieli and the participating Suppliers, either on-line or off-line.

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9. COMMUNICATION

9.1. Any communication between Danieli and the Suppliers participating in the *sourcing* event may take place either on-line or off-line as stated above. If required for technical reasons, Danieli may, even during the negotiations, suggest another procedure for the continuation of the event.

9.2. Outside the *sourcing* event, the Supplier will have to send any notifications by e-mail to the reference buyer's address (*i.e.* m.rossi@danieli.com) and/or by certified e-mail: danieliofficinemeccanichespa@legalmail.it. Notifications can also be sent by registered mail with acknowledgement of receipt to the address: Danieli & C. Officine Meccaniche S.p.A., Via Nazionale, 41, 33042 Buttrio (UD), Italy, with the requirement of explicitly indicating the Procurement Department and the reference buyer. The responsibility for omitting these words is solely the Supplier's, thereby relieving Danieli from any liability.

10. GENERAL INSTRUCTIONS

10.1. The participating Suppliers agree that for the entire duration of the negotiations, the offers, notifications, official timetable and elapsed time that are considered valid and effective will be solely those registered on the Portal, constituting full proof of the declared facts and circumstances.

10.2. The participating Suppliers acknowledge that the system does not allow them to see the identity of the other participants.

10.3. If the Online Auction is generated from a previous RFQ/RFP on the Portal, Danieli and the participating Suppliers acknowledge and accept that the offers submitted in connection with a RFQ/RFP may constitute, at Danieli's discretion, the starting proposal of each Supplier in the relevant subsequent Online Auction.

10.4. The participating Suppliers acknowledge and agree that despite their participation and/or any requests for quotations or rebates, Danieli does not undertake any obligations in relation to the conclusion of any contracts. In particular, Danieli is free to enter into any contracts, even with subjects who are subsequently invited to submit a quotation, and to request clarifications, rebates or new quotations.

10.5. Once the negotiations are closed and after a suitable period to make the necessary checks, Danieli will inform the participating Suppliers about the outcome. In particular, Danieli specifies that the opening and assessment of the received Quotations do not constitute pre-contractual activities, nor do they signify the awarding of a contract. The aim of these operations is therefore to perform an internal technical activity for the sole purpose of supporting Danieli's evaluations, and Danieli is at any time free to exercise its right to interrupt and/or not follow up on the activities related to the submitted quotations, thus excluding any other obligation to compensate or reimburse the participants.

10.6. The proposals prepared by the Supplier are binding for him and constitute a commitment to stipulate a contract in the case of an award.

10.7. The Supplier explicitly acknowledges that the conclusion of one or more contracts can only take place upon the issuance by Danieli of a Purchase Order and the acceptance by the Supplier, according to the conditions specified in the contract and the order itself, including the electronic signing of the order.

11. REQUESTS FOR QUOTATIONS

11.1. Each negotiation takes place through the on-line issuance and uploading of the Proposal by the participating Suppliers up to the deadline specified by Danieli, according to the conditions and procedures described in the email Invitation and/or in the info sections on the Portal.

11.2. The issuance of the RFQ/RFP to the participating Suppliers constitutes the start of the negotiation that will end on the date and at the time set by Danieli.

11.3. Each participating Supplier has the right to prepare and send one or more proposals – according to the technical instructions in the Portal Manual – during the time period between the start and closing date and time. It is understood that for each participating Supplier the last proposal received by Danieli at the closing date will be the one taken into account by Danieli for the evaluation purpose. During the proposal submission stage, each participating Supplier has the opportunity to attach and/or to send documents to better describe the content of its proposal.

11.4. The proposals will be evaluated at Danieli sole discretion, which in any event has the right to reject any proposals from the participating Suppliers and/or not to enter into any contract with them. Upon the closing date, Danieli will inform the participating Suppliers as to the outcome of the negotiation or if it has been converted into a subsequent Online Auction.

11.5. This is notwithstanding Danieli's right to enter into a supply contract for the products or services to which the negotiation refers, for a price other than the one indicated in the submitted proposal.

12. ONLINE AUCTION

12.1. The purpose of the Online Auction is to set up a competition among various bidders to determine the best offer, but this does not imply that the winner has the right to stipulate the contract nor does it imply the award. Each Online Auction takes place through the on-line real-time issuing and entering of the Proposals by the participating Suppliers up to the deadline specified by Danieli and according to the procedures and parameter configuration options in the Portal, described in the Email Invitation and/or in the information sections of the Portal.

12.2. Danieli reserves the right not to take into consideration any Proposals that contain substantial irregularities and/or significant technical or commercial deviations from the essential requirements indicated on the Portal.

12.3. If a Request for Quotations turns into an Online Auction, all the documents in the Request for Quotations can be transferred to the Online Auction module.

13. SUSPENSION, RE-OPENING OR CANCELLATION

13.1. Danieli is entitled to interrupt, suspend, resume and/or cancel the negotiation, informing the participating Suppliers.

13.2. If the connection to the Portal is interrupted by one or more participating Suppliers, Danieli shall be entitled to suspend the negotiation, re-open even after its conclusion or continue the negotiation by entering the Proposals on the Portal according to the off-line instructions, without being liable in any case to the participating Suppliers.

13.3. In the case of a suspension and/or re-opening as mentioned in the preceding articles, the date and time of resumption, as well as its residual duration, will be promptly conveyed to the participating Suppliers. Unless otherwise decided by Danieli, the negotiation will resume based on the last proposal issued by the participating Suppliers and registered on the Portal, which will be considered valid for all intents and purposes.

14. PORTAL INTEGRITY

14.1. It is strictly prohibited to Suppliers to use mechanisms, equipment and/or software that alter the proper operation of the Portal and/or the mechanisms of the ongoing operations.



14.2. The Supplier undertakes not to infect the Portal with e-mail viruses or with any other IT tools that could interfere with, damage, intercept or appropriate any system, datum or personal information.

14.3. Pursuant to the present General Conditions or other rules published on the Portal, the Supplier undertakes not to access the Portal and/or not to browse illegally, or in any event without authorization. Any access that is unlawful or that could lead to damages - whether direct or indirect - for Danieli, including any fines applied by the licensor of the telematics platform accessed by the Portal, will result in the Supplier having to compensate Danieli for all the damages arising therefrom.

15. SUPPLIER'S OBLIGATIONS AND GUARANTEES

15.1. The Supplier assumes the following obligations and guarantees:

- i) to access and use the Portal in strict compliance with the rules and procedures established by Danieli, in accordance with the applicable law and for the sole purpose for which the access and Qualification were granted by Danieli;
- ii) not to implement a conduct or practices that are anti-competitive (including but not limited to: entering false, untruthful, partial, misleading and/or damaging information of any third party and/or in violation of any regulation), that are detrimental to the laws, regulations and/or rights of third parties, and not to divulge false, misleading or unlawful information;
- iii) to comply with Danieli's Code of Ethics, which is understood to be an integral part of this document, available on Danieli's internet site and on the Portal at the address https://www.danieli.com/en/compliance_132.htm, which the Supplier declares that he has read and understood in its entirety;
- iv) to comply with all the laws on irregular or illegal payments and/or gifts or bonuses;
- v) to not pay, promise to pay or authorize payment of any sum in any currency, either directly or indirectly, to any person for the purpose of exerting illegal influence over a decision or to obtain or maintain a business deal in connection with the Contract;
- vi) not to offer any gift to Danieli Personnel that exceeds a total aggregate amount of 30 Euros per calendar year. If this provision is not complied with, Danieli shall be entitled to exact a penalty of 500,000 (five hundred thousand) Euros from the Supplier, without prejudice to the right to receive compensation for further damages;
- vii) to treat any data and information of which they have knowledge by and/or resulting from Portal access as strictly confidential and reserved; to use and configure their own software and hardware in such a way as to ensure the utmost security in the use of the Portal;
- viii) to keep the entered information truthful and updated for the purposes of the supplier database and for all the processes and events related thereto.

15.2. The participating Supplier undertakes to scrupulously comply with the offer submission rules or procedures given by Danieli and to enter his proposal on the Portal in accordance with the indications and technical instructions published on the Portal, without expressing reservations and/or complaints in this respect.

15.3. The participating Supplier undertakes to keep his Proposal firm for the entire duration of the negotiation and during the period indicated each time in the e-mail invitation to the event and/or in the specific Portal sections.

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15.4. The participating Supplier undertakes to maintain the ownership and availability of the offered goods, services and/or works for the entire duration of the negotiation and then until the final award and stipulation of the contract.

15.5. The participating Suppliers expressly undertake to designate only their representatives having the necessary powers, including spending powers, to take part in the negotiations. In any case, the participating Suppliers hereby ratify the work of the user or users appointed by him, as stated in these General Conditions and on the Portal.

15.6. The participating Suppliers undertake to enter into a contract/order with Danieli based on the submitted offer. Failure to stipulate a contract constitutes non-fulfilment of these General Conditions and may lead to the Supplier being excluded from the Portal and to Danieli being entitled to receive compensation for damages. In any case, Danieli reserves the right to enter into a contract with another supplier.

15.7. Any Supplier who becomes aware of a potential violation of Danieli's Code of Ethics or of other rules of conduct may submit a report on the Whistleblowing platform. These reports can be anonymous, notwithstanding any restrictions in accordance with local laws. The platform and any other information concerning its use can be found at the following link: <https://www.danieli.com/>.

16. DANIELI'S OBLIGATIONS AND GUARANTEES

16.1. Danieli makes a commitment to the participating Suppliers to comply with the procedures, obligations and principles found in these General Conditions.

16.2. Danieli shall not in any way be liable for any damages to the Supplier in connection with the use of the Portal and the information entered by the Supplier, the malfunction, delayed use or failure to use and/or the interruption or suspension in the use of the Portal, including the loss of commercial opportunities, lost profits, lost data or damage to image.

16.3. To this end, the Supplier agrees and acknowledges that:

- i) Danieli reserves the right to interrupt and/or suspend the use of the Portal and/or revoke the registration and authorization to use the Portal at any time at its own unquestionable discretion, simply by notifying the Supplier and without being in any way liable to the Supplier;
- ii) The Portal can be used by the Supplier for the sole and exclusive purpose described in the foreword. The Supplier, therefore, waives any guarantees, including but not limited to his addition to the register of qualified suppliers and/or the receipt of commercial contracts, appointments, job orders and/or contracts from Danieli.

16.4. Danieli is free to request, even after the expiration of the negotiation term, specifications, clarifications, corrections and/or additions to the offer, and is free to run any checks to determine the compliance of the goods and/or services and/or work offered by the participating Supplier. Any contractual commitment between Danieli and the Supplier will always and only result from the signing of a specific order or contract.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

17.1. The content and information entered on the Portal and the software used to do this are the exclusive property of Danieli, or Danieli has been granted a license to use them, and they are protected against copyright or other intellectual property rights (including rights to databases).



17.2. The Supplier undertakes not to infringe the industrial and intellectual property rights of the Portal and the information and data found on it, and not to download, reproduce, send, sell or distribute, either in whole or in part, for any reason, the content and information available on or received through the Portal, without the explicit written authorization of Danieli, and for purposes other than the access to and use of the Portal.

17.3. The Supplier declares and warrants that:

- i) he fully and exclusively owns the distinctive marks entered on the Portal, and that their use by Danieli, as a consequence of the Supplier's access to the Portal, does not violate any third-party rights or applicable laws and/or regulations.
- ii) he fully and exclusively owns any information and content supplied to Danieli, as a consequence of the Supplier's access to the Portal, and that its use by Danieli does not violate any third-party rights or applicable laws and/or regulations.

18. PROTECTION OF PERSONAL DATA

18.1. The data provided by the Supplier will be handled by Danieli and/or its suppliers and/or sub-suppliers in compliance with European regulations on the protection of personal data ("General Data Protection Regulation – GDPR"), for the purposes and in the manner specifically indicated in the attached information document (Att. 1), which the Supplier declares having read and understood in its entirety.

19. LIMITATION OF LIABILITY AND ABSENCE OF DANIELI GUARANTEES

19.1. Danieli is not in any way liable for any damage and/or harm caused to participants from the use of the Portal, including loss of commercial opportunities, lost profit, lost data, damage to image, claims for compensation, actions and/or claims by third parties.

19.2. Danieli does not assume any liability for loss of data, delays, malfunction, suspension and/or interruption of the Portal caused by:

- a) "Force Majeure" events, such as one of the following: interruption in electrical power or telephone lines or internet connection due to third parties, strikes, industrial disputes, war, national interests or interests of civil or military authorities, embargoes, vandalism and terrorism, epidemics, flooding, earthquake, fires and other natural disasters;
- b) erroneous use of the Portal by participating Suppliers;
- c) operating defects of the connection equipment used by participating Suppliers and/or Danieli;
- d) failure of computer systems, the Portal and the telecommunications equipment and/or Danieli's technological plants.

20. CONTENT AND EFFECTIVENESS OF THE REGISTRATIONS

20.1. The Portal is set up in such a way as to prevent any changes being made to the registrations and screen-based transactions. The Portal allows Danieli to check the main operating parameters of the system and to report any irregularities in the procedures. Unless otherwise specified in definitive legal orders and notwithstanding the applicable regulations, the registrations on the log file generated by the system, including but not limited to the messages displayed on the system and/or sent by email, constitute proof among all the Parties of the content and date of the documents/messages exchanged by email.

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21. CHANGES TO THE GENERAL CONDITIONS

21.1. Danieli will be able to unilaterally modify the terms of these General Conditions, indicating the date on which the new text will come into effect and advising the Participants that the text has been changed and/or publishing the current version of the General Conditions on the Portal.

21.2. These modifications will not affect any negotiations that are under way at the time the change is notified.

22. CONFIDENTIALITY OF COMMERCIAL INFORMATION – COMPUTER SECURITY

22.1. The commercial data and information related to the negotiation are treated as strictly confidential and classified by Danieli and the participating Suppliers.

22.2. Danieli and the participating Suppliers undertake to implement the most suitable technical and procedural measures in order to guarantee computer security during the negotiations.



Annex 1

INFORMATION CONCERNING THE HANDLING OF PERSONAL DATA RELATED TO CONTRACTS WITH SUPPLIERS, PURSUANT TO ART. 13 AND 14 OF EU REGULATION 2016/679 ("GDPR")

DATA CONTROLLER

Company name: **Danieli & C. Officine Meccaniche S.p.A.**
Address: Via Nazionale n. 41, 33042 Buttrio (UD).
Italy (hereinafter, the "**Company**").

DATA PROTECTION OFFICER (DPO)

e-mail address (dpo@danieli.com)

PERSONAL DATA PROCESSED

"**Data**" refers to the data of natural persons processed by the Company for stipulation and performance of contracts with its suppliers, such as those of the supplier's legal representative who signs a contract on behalf of the supplier, and of the supplier's employees/consultants involved in the activities under the contract. In the latter case, the Data source is the supplier. The Data could also include any judicial data found in public databases

DATA SOURCE AND CATEGORIES OF DATA COLLECTED BY THIRD PARTIES

The data are collected from the Data Subject (i.e. are directly provided by you) or, during the contract validity period, acquired by third parties (including but not limited to companies that can access public databases to check if a supplier is on an international "restricted list")

PURPOSES OF DATA PROCESS	To set up and perform contracts between suppliers and the Company, including: <ul style="list-style-type: none">- processing of personal data and supplier registers;- supplier qualification;- purchasing requests;- contractual relationship;- distributed computing;- warehouse management, shipping (inbound and outbound) and shipment monitoring;- managing technical documentation and filing of shipping documents;- maintenance work.
LEGAL BASIS FOR PROCESSING	Performance of the contract, for the Data of the Supplier's legal representative. Legitimate interest, for the Data of the supplier's employees/consultants involved in the activities under the contract.
DATA RETENTION PERIOD	For the contract validity period, and for 10 years after the contract expiry date.

PURPOSES OF DATA PROCESS	Administration and accounting purposes such as accounting and cash flow management, as well as invoicing (e.g. checking and re-recording invoices) in compliance with current regulations.
LEGAL BASIS FOR PROCESSING	Fulfillment of the Company's legal obligations.
DATA RETENTION PERIOD	For the contract validity period, and for 10 years after the contract expiry date.

PURPOSE OF DATA PROCESSING	<p>Purposes related to compliance with the rules on health and safety's workplace:</p> <ol style="list-style-type: none"> 1) management of medical documents aimed at protect workers' health and safety, in relation to the work environment and professional risk factors; 2) collection of job suitability (fitness for the job, fitness for the job with prescriptions, partial fitness, unfitness); 3) management of first aid and investigations related to the accident 4) insertion or update of data related to the plant and equipment operators and, if required, verification of the certifications or validity of participation in specific trainings; 5) verification of the actual existence of a subordinate employment relationship between the person concerned and the contracting company ("Testo Unico del Lavoro").
LEGAL BASIS FOR PROCESSING	For common data: is a legal obligation For particular categories of data: art. 9, co. 2, lett. b) ¹
DATA RETENTION PERIOD	For the contract validity period and, after expiration, for 20 years for purposes at no. 1), 2), 3), 4) e 5).

PURPOSES OF DATA PROCESS	Control physical accesses (including videosurveillance) in order to guarantee people and goods' safety through the verification of the identity of those who access the company spaces (including a photo card of the Data Subject).
LEGAL BASIS FOR PROCESSING	Legitimate interest in accordance with the guidelines issued by EDPB in 03/2019, considered to override the interests, rights and freedoms of the Data Subject.
DATA RETENTION PERIOD	Seven (7) days from when the footage is taken.

¹ Referring to art. 9, co.2 lett. b) of GDPR: "processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;[...]"



	To monitor entry to company premises by means other than video surveillance: ten years since the Data are collected.
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PURPOSE OF DATA PROCESS	If necessary, to ascertain, exercise and / or defend judicial rights of the Company.
LEGAL BASIS FOR PROCESSING	Legitimate interest, exercise or defend the Controller's rights in a court of law.
DATA RETENTION PERIOD	In case of litigation, for the entire duration of it, until the expiration of the terms of enforceability of the appeal actions.

PURPOSES OF PROCESS	Purposes connected to management of internal and external audits.
LEGAL BASIS FOR PROCESSING	Legitimate interest (art. 6 lett. B e C GDPR)
DATA RETENTION PERIOD	Until the end of the contractual relationship and, after termination, for the period of 10 years.

PURPOSES OF PROCESS	To determine, through specialized companies, if the supplier is on an international "restricted list", by consulting information found on public databases
LEGAL BASIS FOR PROCESSING	Legitimate interest (art. 6 lett. B GDPR)
DATA RETENTION PERIOD	For common data: 5 years after receiving the information dossier. For data concerning criminal offences: 5 years after receiving the information dossier.

PURPOSE OF PROCESS	To monitor access to company information systems and outline how company information systems are used (for example, management of logs, management of system administrator logs, content filtering management, prevention of cyberattacks, centralized collection and analysis of logs) in order to ensure the security of people and assets and protect the Controller's industrial and intellectual property.
LEGAL BASIS FOR PROCESSING	Legitimate interest in protecting intellectual and industrial property.



DATA RETENTION PERIOD	Twelve months from when the event was observed.
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PURPOSE OF PROCESS	To ascertain the requirement of moral standing of customers' top executives.
LEGAL BASIS FOR PROCESSING	Legitimate interest (art. 6 lett. B GDPR).
DATA RETENTION PERIOD	For common data: 5 years after receiving the information dossier. For data concerning criminal convictions and criminal offences: 5 years after receiving the information dossier.

PURPOSE OF PROCESS	Purpose related to the preliminary investigation regarding the Whistleblowing report, in compliance with the provisions of the Whistleblowing Guideline and Directive (EU) 2019/1937.
LEGAL BASIS FOR PROCESSING	Art. 6, paragraph 1, letter c) of the GDPR (fulfilment of a legal obligation to which the Data Controller is subject). Personal data processing is based on principles of fairness, lawfulness, transparency and protection of the involved person's confidentiality and rights, as well as further principles provided for in Art. 5 of GDPR.
DATA RETENTION PERIOD	The Data Controller retains data for a period of nine months or for the time required to assess the legitimacy of the report, except in cases where disciplinary measures are adopted and/or any litigations are initiated following the Report.

At the end of the retention period mentioned above, the Data will be destroyed, cancelled or made anonymous, in accordance with technical cancelling or back-up procedures.

DATA TRANSFER	Data transfer is mandatory in order to enter into and/or perform a contract. The refusal to provide Data, therefore, prevents you from entering into a contractual relationship and/or from fulfilling the corresponding obligations
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DATA RECIPIENTS	The Data can be transferred to external subjects acting as data controllers, including but not limited to banks and credit institutes, self-employed professionals (legal and accounting firms), supervisory and monitoring authorities and bodies, and subjects in general, whether public or private, who are entitled to request the Data.
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The Data can be processed, on behalf of the controller, by external subjects appointed as data processors, who perform specific activities on behalf of the controller, including but not limited to accounting, tax and insurance operations, delivery of correspondence, managing receipts and payments, etc

SUBJECT AUTHORIZED TO PROCESS

The Data can be handled by employees of the Company departments tasked with pursuing the above-mentioned aims, and who have been explicitly authorized to handle the data and have received the necessary operating instructions.

TRANSFER OF PERSONAL DATA TO COUNTRIES OUTSIDE THE EUROPEAN UNION

The Data can be transferred abroad to countries outside the European Union in which the Company has set up subsidiaries, particularly:

a) Countries outside the European Union "whose level of data protection has been deemed suitable by the European Commission, pursuant to art. 45 of the GDPR.

b) Countries outside the European Union other than those mentioned in the previous item "who have signed the Standard Contractual Clauses adopted / approved by the European Commission in accordance with art. 46, lett. c) and d)"; a copy of the above-mentioned guarantees can be obtained by sending a specific request to the Controller according to the instructions in the paragraph "Rights of the Data Subject - Submitting a complaint to the Supervisory Authority";

c) Non-EU countries, in accordance with art. 49, lett. b) of the GDPR, for the performance of a contract stipulated between the Data Subject and the Data Controller, or the implementation of pre-contractual measures adopted on the request of the Data Subject.

RIGHTS OF THE DATA SUBJECT – COMPLAINTS TO THE SUPERVISORY AUTHORITY

By contacting the group DPO at (dpo@danieli.com), data subjects may ask the Company (data controller) for permission to access or cancel their data, correct erroneous data, add to incomplete data, and limit processing in the cases specified in art. 18 of the GDPR, and to object to processing for the purpose of the controller's legitimate interest

Moreover, in cases where Data handling is based on consent or on a contract and is done using automated tools, the data subjects are entitled to receive the data in a commonly used structured format that is readable on automatic devices, as well as, if technically feasible, to transfer them to another data controller without impediments

The Data subjects have the right to submit a complaint to the Supervisory Authority at the following link: www.garanteprivacy.it

Buttrio, May 2022