



## GENERAL TERMS AND CONDITIONS OF USE for ECONOMIC OPERATORS of SEA PROCUREMENT PLATFORM

Reachable at the following link:

[Collaborate with Sea | SEA Corporate \(milanairports.com\)](https://milanairports.com)

(ver. May 2024)

### ECONOMIC OPERATOR'S DATA

#### PLATFORM CONTACT DATA (DEFAULT USER)

NAME:

SURNAME:

ROLE/QUALIFICATION:

EMAIL ADDRESS:

COMPANY NAME OF THE ECONOMIC OPERATOR: CERTIFIED E-MAIL ADDRESS:

#### DETAILS OF THE LEGAL REPRESENTATIVE

NAME:

SURNAME:

### 1. DATA

- 1.1 The joint-stock company "Esercizi Aeroportuali – S.E.A." (hereinafter "SEA") with registered office in Segrate (MI), Milan Linate Airport, tax code and VAT number no. 00826040156, registered in the Milan Business Register under no. 472807 makes available to interested Economic Operators the SEA Procurement Platform (infra "Platform") which can be reached at the link <https://milanairports.com/it/fornitori/collabora-con-sea/>, through which it is possible to communicate and exchange information and documents, participate in tender procedures – also for contracts subject to the Public Procurement Code (infra "Negotiation Events"), qualify for the SEA Supplier Register (hereinafter "Register"), as well as the EU Qualification Systems (infra "SQ-UE") established pursuant to art. 168 of Legislative Decree 36/23. To access the Platform, you must be enabled.
- 1.2 The Platform is located on servers located in the EU and is governed by the law in force in Italy.
- 1.3 The Platform is exclusively aimed at Economic Operators who use it as part of their professional activities (Business to Business, B2B). The Economic Operator, therefore, declares and guarantees that it does not qualify as a consumer pursuant to . 3 of the Consumer Code - Legislative Decree 206/2005, ess.mm.ii.

### 2. OBJECT

- 2.1 The purpose of this document (hereinafter "Conditions") is to establish the terms and conditions to which Economic Operators must comply in order to apply for qualification in the Supplier Register and/or registration in the SQ-EU, as well as to participate in Negotiation Events.
- 2.2 The procedures for qualification to the Register, for registration in the SQ-EU and for participation in Negotiation Events, are governed by the relevant Regulations in force which,



together with the Operating Instructions, are made public on the SEA Supplier Portal (hereinafter "Portal"), which can be reached at the link <https://milanairports.com/it/fornitori/documentazione>, and form an integral part of the Terms.

- 2.3 The Conditions and their annexes referred to in point 2.2 above, constitute the Overall Contractual Agreement (hereinafter "Agreement"), between each Economic Operator and SEA, regarding the use of the functionalities available on the Platform. The aforementioned functions, and their use by the Economic Operator, are in any case subject to the signing of the Agreement by the Legal Representative of the Economic Operator.

The signing of this document, and its uploading on the Platform in a specific section, are mandatory for the purpose of enabling the Economic Operator to use the Platform itself.

The operating procedures for joining the Platform are described in detail in point 3.1 below

- 2.4 It should be noted that the Platform only manages the phases relating to the awarding of the contract subject to the Negotiation Event, and not those relating to the delivery and payment of the services performed as part of the contract awarded, which are regulated according to the provisions of the specific award, through other IT platforms.

### 3. HOW TO REGISTER ON THE PLATFORM

- 3.1 Registration through the "New Registration" button, available on the Portal, as well as subsequent authorization to access the Platform, are a necessary condition to apply for qualification to the Register and/or to the SQ-EU, as well as to participate in the Negotiation Events.

Therefore, the Economic Operator is required to communicate truthfully and correctly its data (hereinafter "Registration Data") and any information deemed necessary or useful by SEA for its identification. The Economic Operator is solely and exclusively responsible for the accuracy, truthfulness, completeness and constant updating of the Registration Data. Failure to update them does not entail any liability on the part of SEA in relation to the actions and/or communications carried out by the same, which remain fully effective and valid with regard to the Economic Operator.

At the time of registration, the Economic Operator will have to choose an identification code (infra "Username") and will receive a password (infra "Password"). Registration is considered completed at the time of assignment of the Password which, on the occasion of the first access to the Platform, must necessarily be changed by the Economic Operator. In order to be enabled, once the Platform has been accessed, the registered Economic Operator must upload the Conditions duly completed and digitally signed by their Legal Representative. By doing so, the Economic Operator certifies its full knowledge and acceptance of this Agreement.

The Economic Operator, after approval by SEA, will acquire the **Enabled status** on the Platform.

Username and Password are strictly personal and non-transferable. The Economic Operator undertakes not to disclose them to third parties and to keep and protect them with the utmost diligence, and is held solely responsible for their use, undertaking, in any case, to immediately notify SEA of any theft or loss.

- 3.2 Only the Authorised Economic Operator may subsequently choose to request:

- a) qualification to the Register, and possible enrolment in the SQ-EU
- b) participation in public tenders of Community relevance.

It should be noted that a necessary condition to be invited by SEA to the Negotiation Events (i) subject to the regulations relating to public contracts with a value below the EU thresholds, (ii) not subject to public regulations on tenders and (iii) to those called within an AQ-EU, is the qualification in the Register.

By accessing the Portal, the minimum system requirements are available.

- 3.3 At the time of registration on the Platform, the Economic Operator designates the name of the person authorised to operate on the same (User Information and details of the main user: Default User who will be enabled as a Platform Contact Person), a name that must be reported in the appropriate field at the bottom of the Conditions.

It should be noted that:

- the Default User (Platform Contact) will be the only one to be initially enabled to access the



#### Platform

- the Economic Operator subsequently has the right to enable additional subjects to use the Platform (e.g. Register Referent, Procurement Referent, Qualification Systems Referent) as well as assign them the role of Default User.

It is understood that it will be at SEA's discretion to expand the number of users entered by the Economic Operator, and SEA reserves the right to cancel or modify the authorizations of additional subjects. The Economic Operator is required to keep the reference data of its users up to date, in particular those of the Default User (Platform Referent), since the communications will be delivered to the same.

- 3.4 If the Economic Operators intend to participate in a Negotiation Event in an associated form (i.e. through a Temporary Grouping of Companies – RTI; Consortium; Individual company with auxiliary and/or subcontractor required), they must each register as a single company. Subsequent participation in the Negotiation Events, in any associated form, will be governed by the specific tender documentation.

### **4. OBLIGATIONS AND GUARANTEES OF THE ECONOMIC OPERATOR**

4.1 In relation to the use of the Platform, the Economic Operator undertakes to:

- a) comply with the Conditions, Regulations, Instructions, Calls for Tenders, Notices, Invitation Letters and all documentation relating to the Negotiation Events (so-called *lex specialis*)
- b) comply with the SEA Supplier Code of Conduct, which can be found on the Portal
- c) not to engage in anti-competitive conduct or practices, detrimental to laws, regulations and/or the rights of third parties and not to disseminate false, misleading or illicit information
- d) treat all data and information as strictly confidential and confidential
- e) Use and configure your own software and hardware to ensure cybersecurity.

4.2 By using the Platform, the Economic Operator implicitly declares and guarantees that it has full ownership or availability of any data, information and content provided to SEA, and that their use by SEA does not violate any rights of third parties or violate laws and/or regulations. The Economic Operator undertakes to indemnify SEA from any claim by third parties in relation to the aforementioned obligations, holding it harmless from any condemnation for damages in the event of a final judgment.

### **5. EXPRESS TERMINATION CLAUSE – RIGHT OF WITHDRAWAL**

- 5.1 SEA has the right to terminate the Agreement, at any time, in the event of non-compliance by the Economic Operator with even one of the obligations contained therein (including failure to comply with the SEA Supplier Code of Conduct), or in the absence of the general requirements specifically detailed in the individual Regulations.
- 5.2 SEA reserves the right to withdraw from the Agreement at any time, subject to written notice to be sent by email.

### **6. LIMITATIONS OF LIABILITY AND ABSENCE OF WARRANTIES OF SEA**

- 6.1 SEA is in no way liable for any damage resulting to the Economic Operator from the use, malfunction, delay or non-use and/or interruption or suspension of the use of the Platform, including loss of business opportunities, loss of earnings, loss of data, damage to image, claims for compensation and/or claims by third parties, caused by:
- a) "Force Majeure" events, including, but not limited to, any of the following: interruption of electricity or telephone lines or network connection due to third parties, strikes, industrial disputes, wars, reasons of state or civil or military authorities, embargoes, vandalism and terrorist acts, epidemics, floods, earthquakes, fires and other natural disasters
  - b) incorrect use of the Platform by the Economic Operator, malfunctions of the connection equipment used by the Economic Operator, failures in the computer systems, telecommunications equipment and/or technological systems of the Platform for the time necessary to restore them.



## **7. MODIFICATION OF THE CONDITIONS**

- 7.1 The Economic Operator accepts that SEA may amend the Conditions, as well as the individual Regulations and Instructions, at any time, giving notice through the publication on the Platform of subsequent versions. Any changes will be effective from the date of publication of the updated texts on the Platform, being understood as the same fully and unconditionally accepted by the Economic Operators with the use of the Platform. It is therefore their responsibility to periodically check any published updates.

## **8. CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY**

- 8.1 The data and commercial information relating to the requests for qualification in the Register of Suppliers and/or the SQ-UE, as well as to the conduct of each Event, are treated by SEA as confidential and confidential unless ordered by the judge or, in relation to contracts attributable to the regulations on public contracts, in the event of a legitimate request for access to the documents, pursuant to Law 241/1990 and the Public Contracts Code.
- 8.2 SEA implements appropriate technical and procedural measures in order to guarantee IT security. All user and server interactions are protected by encryption algorithms that make it impossible to read and intercept any data transferred.
- 8.3 The Economic Operator undertakes not to download, reproduce, transmit, sell or distribute, in whole or in part, for any reason whatsoever, the contents and information available on the Platform or received through it, without the express authorisation of SEA and for purposes other than that of allowing access to and use of the Platform.
- 8.4 The Economic Operator accepts that the Registration Data, as well as the data and information subsequently provided, may be included in databases used by SEA for the management of *procurement processes*.

## **9. PRINCIPLES OF PROTECTION AND PROTECTION OF PERSONAL DATA**

- 9.1 SEA and the Economic Operators adhere to the fundamental principles for the protection and protection of personal data dictated by the European Regulation 2016/679, as well as by the Italian legislation in force on the subject. They declare that the personal data they will become aware of in the course of their relationships will be processed only for the purposes referred to in art. 2 "Object", as well as in order to fulfil any related fiscal, accounting and administrative obligation and any other related legal obligation. The data will be processed mainly in automated form and with adequate guarantees of security and confidentiality, in accordance with the provisions of European Regulation 2016/679, as well as current Italian legislation on privacy. All information relating to the processing of personal data by SEA is contained in the Privacy Policy, which can be downloaded from the Portal.

## **10. NOTICES**

- 10.1 Without prejudice to the provisions of the Regulations and specific provisions governing the individual Event, in particular but not limited to those subject to the application of the legislation on public contracts, any communication relating to the Contractual Agreement must be sent:
- for the Economic Operator to the certified e-mail address communicated by the latter to SEA on the Platform
  - for SEA at the e-mail address: [portalefornitorisea@seamilano.eu](mailto:portalefornitorisea@seamilano.eu).

## **11. CODE OF ETHICS**

- 11.1 By signing the Agreement, the Economic Operators declare that they are aware of the Code of Ethics adopted by SEA, the text of which is available at the link: <https://milanairports.com/it/governance/etica-e-compliance/codice-etico>, and that they expressly accept it, guaranteeing that any conduct that violates the principles set out in the aforementioned Code of Ethics will be avoided in the use of the Platform.

## **12. COMPLIANCE WITH THE LEGISLATION ON THE LIABILITY OF LEGAL PERSONS**

- 12.1 The Economic Operator declares to be aware of and to comply with the current legislation on the administrative liability of legal persons and, in particular, the provisions of Legislative Decree 231/2001 (hereinafter "Decree").



- 12.2. SEA declares and acknowledges (i) that it has adopted the Organisation, Management and Control Model pursuant to and for the purposes of the Decree (hereinafter "Model 231"); (ii) to have appointed a supervisory body (hereinafter "SB") responsible for monitoring compliance with and effective implementation of the Model 231 by all recipients, as well as (iii) to have effectively implemented company procedures, protocols, conduct and to have given instructions to its employees and/or collaborators, suitable for preventing the commission, even attempted, of the crimes provided for in Model 231 and in relation to which the sanctions provided for by the Decree apply.
- 12.3. The Economic Operator acknowledges the adoption by SEA of Model 231, which can be consulted on its institutional website, committing itself from now on to comply with it within the limits of its competences and responsibilities, complying with the ethical principles and rules of conduct indicated therein, as well as with the company procedures and protocols implemented by the same.
- 12.4. To this end, the Economic Operator undertakes to (i) report directly to the SB any violations of Model 231 or of the procedures adopted by SEA for its implementation of which it becomes aware; (ii) comply with requests for information or the production of documents from SEA and/or the SB.
- 12.5. In the event of non-compliance, even partial, by the Economic Operator with the obligations set out above, as well as the adoption by the same of conduct that does not comply with the provisions of Model 231, SEA shall have the right to terminate the Agreement pursuant to and for the purposes of art. 1456 of the Italian Civil Code, in addition to compensation for damages, by communicating this intention by certified email, containing a brief indication of the factual circumstances or judicial proceedings proving the non-compliance.
- 12.6. The exercise of this right will be to the detriment of the Economic Operator, with the charge of all the additional expenses and costs arising or consequential, without prejudice to the responsibility of the same for any detrimental event or damage that may occur as a result of the aforementioned non-compliance, as well as the obligation to indemnify and hold SEA harmless for any action by third parties, arising out of or resulting from such non-compliance.

### **13. CONTROVERSY**

For all disputes relating to the formation, interpretation and execution of the Agreement, which cannot be settled amicably, the Court of Milan shall have exclusive jurisdiction.

DIGITAL SIGNATURE OF THE LEGAL REPRESENTATIVE