

Terms & Conditions

The following Terms and Conditions apply to all users registered with a “Vendor” profile (i.e. organizations that can supply equipment and/or services).

“Buyer” profile (i.e. organizations that SupplHi provided access on platform for Vendor Management purposes) has dedicated Terms and Conditions that are part of each individual contract.

Our Mission

SupplHi is the Vendor Management platform for industrial equipment and services and its mission is to help companies around the world buy and sell B2B industrial equipment and services through digital innovation.

SupplHi leverages on digital technology and on its unique industry-specific standard model for the plant engineering industries with the objective of increasing efficiency, reducing costs and creating more opportunities for Buyers and Vendors, on a global level.

Agreement

When you use our Services, you or the company on whose behalf you are registering are entering into a legal agreement with SupplHi S.r.l. Società Unipersonale, Via A. Calabiana, 6 - 20139 Milano, Italy, registered at C.C.I.A.A. on Milan with number 09721660968, R.E.A. MI 2110015, with Fiscal Code and VAT number IT09721660968, info@supplhi.com (hereinafter simply “SupplHi”), and you agree to all of the following terms. Specifically you agree that by clicking “Submit” in the User Registration page you are entering into a legally binding agreement (even if you are using our Services on behalf of a company). You can also use our website by navigating the free pages as a Visitor, where you need no log in, but you cannot access all relevant contents and information provided by other Users. This agreement applies to all of these uses of SupplHi’s website. This agreement applies to mobile applications as well

You also agree to our [Privacy Policy](#), which covers how we collect, use, share, and store your personal information.

If you are empowered by your company to act as its representative, you are entering this agreement on behalf of your company. You both are subject to the rules established in this agreement. If you are not empowered, you act on your behalf, and you are bounded by this agreement personally.

This agreement includes this Terms and Conditions and the Privacy Policy and it may be amended by SupplHi from time to time.

You and other Buyer users will be able to extract the information you display on our website in a simple way, by using our tools. Therefore, please be aware that the information you provide us with might become available on-line also beyond SupplHi’s control.

Data Protection

The processing of personal data, if any, shared with SupplHi will be performed in compliance with the relevant regulation on personal data protection and according to our [Privacy Policy](#).

Unless you give us your express content, any personal information you provide us with will be used by SupplHi only for the purposes of performing the Service or when required by the law.



Service

SupplHi allows Vendor to gain an additional commercial channel for industrial supplies and provides the following Services to Vendor, at no cost:

- Host on platform information provided by Vendor in the Vendor Onboarding phase;
- Host on platform information provided by Vendor in the Vendor Registration phase – available to Vendor once completed the Vendor Onboarding phase;
- Host on platform information provided by Vendor in the Vendor Qualification Questionnaire phase – available to Vendor once completed the Vendor Registration phase;
- Support Vendor in the Vendor Registration and Vendor Qualification Questionnaire phases, generate a list of missing information and perform Quality assurance to information provided by Vendor, helping Buyers trust the information and make quicker and more reliable decisions;
- Once the Vendor reaches 100% information completion with Quality assurance by the SupplHi Team, make the information provided by Vendor visible to Buyers that SupplHi provided access to on platform;
- Notify Vendor of expiring information and allowing the update on platform;
- Allow Vendor to candidate to and monitor the status of the formal Qualification processes with Buyers that leverage on this functionality on platform;
- Allow Vendor to receive Requests for Information (RFIs) by Buyers through the platform;
- When possible, associate the Vendor company to a unique identification code provided by international data providers;
- Access to a sample of Market Compass tool that helps Vendor scout for Buyers by providing information on planned and newly awarded projects;
- Have a single Super-User of the Vendor company able to manage multiple Users connected to the same Vendor company and to handover, on platform and at any time, its role as User-User to the preferred colleague.

Other Services between the Vendor and SupplHi are regulated by dedicated Terms of Conditions of the specific Service.

SupplHi does not decide if a Vendor is qualified or not, neither within the network of the Platform nor with a specific Buyer organization. SupplHi role is to provide Buyers - through platform - access to structured and constantly updated information on Vendors, as well as a software to perform Buyer's Vendor Management activities.

Cost of the Service

SupplHi will provide you the Services described in this agreement at no cost.

Account and User's Obligations

By using our website, you confirm that you are at least 18 years old and that you are eligible to enter this agreement according to the following conditions.

To use the Services, you agree:

1. to have only one account, and your company will have at most one SupplHi account as a Vendor;
2. that such account will be in your real name and in the real name of your company;



3. that you are not already restricted by SupplHi from using the Services;
4. to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws etc.;
5. not to disclose information regarding yourself, your company or others that you do not have the right to disclose (such as confidential information of others);
6. not to violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
7. to provide us with accurate information and to keep it updated;
8. to use the Services only for professional purposes;
9. not to act unprofessionally, including by posting inappropriate, inaccurate, or objectionable content, contacting any other User with any kind of non-required communication, or act in an unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable manner;
10. not to add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "email" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by SupplHi);
11. not to use or attempt to use any other User's account;
12. not to harm another person or damage any other company using our network;
13. not to send spam or other unwelcomed communications to others.

You will keep your password a secret, you will not share an account with anyone else and you will follow our rules and the law.

Specifically, you agree to:

1. choose a strong and secure password;
2. keep your password secure and confidential;
3. not transfer any part of your account;
4. not communicate your password to other Users;
5. follow the law. Please, be aware that you are responsible for anything that happens through your account.

Important Notices

You are okay with us using our website to provide you with important notices regarding the Service we offer you.

If the contact information you provide is not up to date, you may miss out on these notices.

You agree that we may provide notices to you in the following ways:

1. a banner notice on the Service;
2. an email sent to an address you provided;
3. through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

Information Provided and Liability Limitation

Please, be aware that when you provide us with information, others can see, copy and use that information.

Our Services allow sharing of information in many ways, such as by allowing others to see the profile of your company. Information and content that you provide us with will be seen by Buyer Users.



You will answer the questions in the Vendor Registration and Vendor Qualification Questionnaire phases and provide updated answers as necessary. You ensure that the information provided to SupplHi:

1. is accurate;
2. is promptly maintained up to date;
3. does not contain anything that infringes the right of any third party or is otherwise unlawful;
4. reflects the equipment and services provided by Vendor.

We will not modify the meaning of the information you provide us with, which will be published under your responsibility on our website. Nevertheless, in case it is required to make it readable to others, we will modify the layout of the information.

Be aware that in case SupplHi were informed of wrongful or inappropriate sharing of information SupplHi may be required by law to remove certain information or content.

In case any information you provide us with resulted in any damage to any third party, to SupplHi Users or to Buyers acting upon such information, SupplHi will not be responsible in any way. By agreeing to this contract, you agree to take responsibility and indemnify SupplHi or third parties for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, any third party or Buyer might suffer in connection to the information you provided us with.

Please, be aware that, in order for us to provide Vendors and Buyers with our service and for compliance reasons, all interactions or changes to your Vendor company profile on platform are logged and stored by SupplHi. For such reasons, you and SupplHi will be able to access the logs. Only company data and no personal data - excepted for the user email - will be stored to this end.

Please, be also aware that, in order for us to provide Vendors and Buyers with our service, all interactions or changes to your Vendor company profile on platform are logged and made visible to the Buyers. Nevertheless, no personal data are processed or shared to this end.

Please, be aware that, in order to provide Users, Vendors and Buyers with a better service, the information you provide us with might be displayed in connection to other information SupplHi can rightfully use regarding your company and the services it provides (for example: financial strength scores provided by Financial Rating Agencies).

SupplHi wants to ensure that, within the limits of the service we provide you with, no information is shared with your competitors. Therefore, no information you provide us with is made visible to your competitors by SupplHi. To this end, our platform is designed such as to manage the rights of visibilities depending on the Buyer organization. In fact, specific Buyers have access to specific information according to pre-established criteria. In particular, based on the categories of supply of the SupplHi Standard Categorization and on the geographies of utilization. Such controlled access are made to notably prevent Vendors and vertically integrated Buyers from having access to information that can allow to compare themselves to competitors on an individual basis. In case of companies acting both as Buyers and Vendors, two separate profiles are provided, ensuring - by system design - that the Buyer profile does not have access to the information of companies active in the same Families of supply where the Vendor is registered in the category of supply of the SupplHi Standard Categorization. Please, be aware that, notwithstanding all our efforts, when you use SupplHi you are allowing your information to be available on the Internet and, therefore, they will not be a secret.

Rights on the Information

As between you and SupplHi, you agree to transfer to SupplHi all industrial and intellectual property or copy rights to use, copy, modify, distribute, publish, and process, information and content that you provide without any further consent, notice and/or compensation to you, your company or others.

We respect the intellectual property rights of others. We require that information provided by Users be accurate and not in violation of the intellectual property rights or other rights of third parties.



You also promise:

1. not modify, copy or create derivative works of SupplHi, the Services or any related technology (except as expressly authorized by SupplHi);
2. not to copy or use the information, content or data on SupplHi in connection with a competitive service;
3. not to reverse engineer, disassemble, decompile, decipher or otherwise attempt to derive the source code for the Services or any related technology or any part thereof;
4. not to monitor the Service, performance or functionality of SupplHi for any competitive purpose.

Content Provided by Third Parties

When you see or use others' content and information posted on our website you do it at your own risk.

SupplHi is not responsible for third party activities.

By using our website, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. SupplHi does not review the content provided by Buyer organizations or other third parties and cannot guarantee its accuracy. You agree that we are not responsible for third parties' (including other Users) content or information or for any damage as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from our website. Third party websites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not.

Connection to Our Service

We have the right to limit how you connect and interact on our Services.

SupplHi reserves the right to limit your use of the Services, including your ability to contact other Users. SupplHi reserves the right to restrict, suspend, or terminate your account if SupplHi believes that you may be in breach of this agreement or law or are misusing the service.

SupplHi reserves all of its intellectual property and industrial rights in the Services and on the software provided.

Service Availability

SupplHi may add, modify or delete any category of the Standard Categorization of equipment and service as well any questions addressed to Vendor.

We may change, suspend or end our Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

Please note that SupplHi does not work as a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

Logo Use

You authorize SupplHi to use your company's logo and logotype in marketing material (company website, emails, brochures, presentations, etc.) for the purpose of identifying your company as a Vendor organization active on SupplHi.

SupplHi authorizes your company to use SupplHi's logo and logotype in marketing material (company website, emails, brochures, presentations, etc.) only for the purpose of identifying your company as a Vendor



organization active on SupplHi.

The logos cannot be modified or changed in any way and may only be used for the stated purpose. The logos shall not be used in any manner which may be considered disparaging or negative.

You promise not to use the word “SupplHi” in any business name, email, or URL if not with SupplHi’s consent.

Termination

Yourself or SupplHi may terminate this agreement at any time. Upon termination, you will lose the right to access or use the Service. Users’ rights to further re-share content and information you provided through the Service to the extent it was copied or re-shared prior to termination will survive the contract termination.

If you want to close your SupplHi account, please contact our Team at info@supplhi.com.

Governing Law and Dispute Resolution

In the unlikely event of a legal dispute, it will take place in Milan (Italy) and the Italian law will be applicable.

How to Read This Agreement

This agreement (including additional terms that may be provided by us when you engage with a feature of the service) supersedes all prior agreements for the Services.

If we do not act to enforce a breach of this agreement, that does not mean that SupplHi has waived its right to enforce this agreement. You may not assign or transfer this agreement (or your subscription or use of the service) to anyone without our consent.

We reserve the right to change the terms of this agreement. If you do not agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the following email address: info@supplhi.com.

How To Contact Us

If you want to send us notices or for other needs, please contact us:

Online at: www.supplhi.com

Or by email at: info@supplhi.com

