

## PLASMIX COREPLA ON-LINE AUCTION RULES

(Latest update: February, 3 2022)

### 1. DEFINITIONS

Within the framework of these Rules for the PLASMIX COREPLA On-Line Auctions, each of the following capitalized terms, whether in the singular or the plural form, has the meaning shown below:

#### **Accreditation**

The result of the procedure that allows eligible companies to participate in Auctions.

#### **Awardee**

The winning bidder who is awarded one or more Lots.

#### **Auction**

The procedure by which Users interested in the Lots offered by COREPLA, during the pre-established period and under the allowed conditions, can compete for the awarding of the Lots by means of bidding. The frequency of the Auctions is at the discretion of COREPLA.

#### **Notice of Auction**

The notice which announces the day on which the Auction starts and the website where it will take place. The notice is provided to Users and may be published by COREPLA on its website or communicated by other means.

#### **Call**

All the information regarding the Lots put up for Auction by COREPLA.

#### **General Terms and Conditions**

The general contract terms and conditions which govern the sale of PLASMIX as a result of the auction, as published on the [www.corepla.it](http://www.corepla.it) website.

#### **COREPLA**

COREPLA (National Consortium for the Collection, Recycling and Recovery of Plastic Packaging Waste) is a business consortium set up in compliance with current environmental legislation to organize and manage, for matters under its responsibility, the recovery and recycling of plastic packaging. COREPLA is completely independent from consortium member companies in organising and managing Auctions.

In the context of these Rules, COREPLA is the legal entity selling the PLASMIX put up for Auction, establishing its content and arranging the on-line publication of the Call.

#### **Credentials**

The set of personal identification codes including the User ID and Password which allow Users to access the System.

#### **System Provider**

The entity that supplies and maintains the on-line platform which consists of its own proprietary software. The System Provider, an independent supplier of COREPLA, deals exclusively with the maintenance and technical operation of the e-negotiation systems, i.e., the solutions and electronic and on-line tools that allow Bidders to submit their bids and to rank them according to pre-defined methodologies and criteria. The System Provider is in no way responsible for managing Auctions and assigning Lots, which is an automatic operation carried out on the basis of the provisions of Article 4.4, and nor for the Accreditation or exclusion of Users.

#### **Lot**

The quantity of PLASMIX, determined and put up for Auction by COREPLA, for which a Bidder can make bids. For each Lot, the chemical and physical analyses and the CER classification are listed in the Call.

#### **Bidder**

The User taking part in the Auction.

#### **PLASMIX**

Waste material from the process of sorting separately collected plastic packaging waste auctioned by COREPLA.

## **Rules**

These Rules applicable to the PLASMIX COREPLA On-Line Auctions.

## **System**

The IT system supplied by the System Provider that supports the negotiation and operational efficiency of individual Auctions.

## **User**

The entity which, once accredited following the procedures defined below, fulfills all requirements for taking part in Auctions.

## **2. SCOPE OF APPLICATION**

These Rules govern the Auction process by which COREPLA sells specified quantities of PLASMIX to third parties.

## **3. ACCREDITATION**

**3.1** The following companies may apply for Accreditation by sending Annex 1 (Accreditation application form) and Annex 2 (Acceptance of the Rules and of the General Terms and Conditions of the Auction), duly filled in and signed, to COREPLA:

- companies that already provide COREPLA with PLASMIX energy recovery services and

- companies that are not already suppliers of COREPLA and have:

1. their head office and plant located in Italy or in another EU country

2. a plant for

- a) a duly authorised waste recovery, in accordance with applicable national legislation, for the production of alternative fuel for energy recovery

or

- b) waste incineration with an energy efficiency equal to or greater than the limits set out in Note 4 of Annex C to Part IV of Legislative Decree 152/2006, or equivalent in accordance with applicable national legislation.

**3.2** Companies that do not already provide COREPLA with PLASMIX energy recovery services are subject to a verification audit of the requirements set out in Annex 3 (Minimum Requirements) to be carried out at the expense of the company concerned. Said audit shall be carried out within two months from COREPLA's receipt of the duly completed and signed Annexes 1 and 2. The aforementioned two-month period is suspended in August, in the last ten days of December and in the first ten days of January of each year.

In order for the audit to be carried out, the applicant company must permit COREPLA's representatives and/or officers and/or consultants to access its offices, facilities, loading and unloading registers and other documentation relating to the PLASMIX recovery activity under a confidentiality commitment.

The applicant company cannot participate in Auctions until Accreditation is granted.

If the applicant company does not meet one or more of the requirements set out in Annex 3, the Accreditation process is suspended until the applicant company proves that it has met all the aforementioned requirements.

**3.2.1** The accredited company is obliged to allow the inspections set out in art. 3.2 by providing access to its offices, facilities and all relevant documentation. The persons accessing the premises are bound by professional secrecy. The inspections will be carried out by COREPLA's representatives and/or officers and/or consultants, even without prior notice.

**3.2.2** The costs of the Accreditation procedure shall be borne by the applicant company, both in case of positive and negative outcome of the audit. Said costs are specified in Annex 1 to these Rules

and are subject to periodic updates by COREPLA. Said costs are preventively charged by COREPLA to the applicant company by means of an invoice to be paid at sight by bank transfer to the account indicated by COREPLA.

**3.2.3** Should an accredited company lose even only one of the requirements provided for in Annex 3, its Accreditation will be forfeited, and it will not be able to access the System until it provides evidence that it meets all the above requirements again. COREPLA undertakes to carry out subsequent audits in order to evaluate the requests for Accreditation that the company may submit following the loss of requirements.

Once Accreditation is granted, if any change occurs to the authorisations and fulfilments set out in Annex 3, the accredited company must immediately notify COREPLA and attach a copy of the documentation regarding this change. In particular, any change regarding the CER (EWC European Waste Catalogue) codes must be communicated.

**3.2.4** If COREPLA so requests in connection with the assessment of the company's reliability, the Accreditation and/or participation in auctions are subject to the delivery by the company of a first demand bank guarantee, issued by a primary credit institution, or a first demand insurance policy issued by a primary insurance company falling within the supervision and control of IVASS (Italian institute for insurance supervision).

**3.2.5** If the Awardee has participated in the Auction through irregular access to the System and/or has been awarded the Lot through irregular bids (circumstances which shall be verified by the System Provider and reported to COREPLA), its Accreditation will be forfeited, and it shall not be allowed access to the System until receipt of COREPLA's written notice to that effect.

**3.3** In compliance with the provisions of COREPLA's Organisation and Management Model pursuant to Legislative Decree no. 231/2001, participation in Auctions is subject to the certificate under Annex 1/b being sent to COREPLA duly filled in with the data of the company and its Legal Representative and signed by the Legal Representative of the company. All accredited companies must resend the certificate under Annex 1/b annually, starting from the date of the first submission. Moreover, in case of change of the Legal Representative, a new certificate signed by the new Legal Representative must be sent to COREPLA.

## **4. AUCTION PROCEDURE**

### **4.1 Duration**

The Notice of Auction is sent to Users at least 3 (three) days before the Auction begins. The Call is published on the <https://corepla.clearchem.com> website on the day before the date scheduled for the beginning of the Auction.

The Auction has a set duration, established by COREPLA when publishing the Call.

Auctions last from no less than 4 (four) hours up to 14 (fourteen) days and close at 3 p.m. CET on the day of expiry. Any bids made during the last 5 (five) minutes of the Auction's duration extend the Auction by a further 10 (ten) minutes. This mechanism is repeated indefinitely.

Operations made by Bidders are understood to have been completed in the time unit shown by the System according to the System's time records.

### **4.2 Process**

The process is dynamic, featuring a single session in which Bidders can make any number of bids.

### **4.3 Bids**

The Auction operates by a mechanism of bids against an Auction base price.

The Auction base price is expressed by a negative value and is defined in the System as “Auction base price”.

The first bid confirms the Auction base price.

COREPLA determines the Auction base price and the bid size in the Call.

The bid concerns exclusively the price: there is no possibility of submitting variations to the General Terms and Conditions.

Each bid refers to a single Lot and not to all the Lots put up for Auction: the Bidder must make a bid for each Lot it is interested in.

The Bidder can only make bids on the PLASMIX Lots whose CER (EWC) code indicated in the Call is contemplated by the license documentation mentioned in Annex 3 and which the Bidder is therefore authorized to collect. If the Bidder is awarded a Lot it is not authorized to collect, the awarding will be cancelled.

#### **4.4 Award**

Lots are awarded only on the basis of financial considerations to the Bidder which has offered the lowest amount compared with the Auction base price.

The System automatically evaluates incoming bids and ranks them exclusively on the basis of economic criteria.

At the end of the Auction, the Awardee is informed of the award by email at the address indicated in the Accreditation application form.

If the Awardee's plant is outside the Italian territory, COREPLA will charge to the Awardee the costs of cross-border notification, at a flat rate of €10/t, which will be deducted from the amount due to the Awardee.

#### **4.5 Conclusion of the Auction without Award**

An Auction for which no User has made a bid is concluded without award.

#### **4.6 Interruption of service and Auction cancellation**

The service shall be interrupted, and the Auction suspended and/or postponed and/or cancelled, upon the occurrence of:

- (i) facts or actions which, in the System Provider's sole opinion, indicate attempts at breaching and/or sabotaging the System; and/or
- (ii) critical technical incidents that may lead to an excessive slow-down or interruption of the service.

The reference parameters, which are constantly monitored throughout the Auction to assess the efficiency of the service, are the following:

- load on the CPUs involved;
- use of system memory (RAM);
- load on the connection channels (WAN / LAN);
- number of connections simultaneously enabled over the network.

The System informs Bidders if the Auction is suspended, postponed and/or cancelled.

### **5. PLASMIX**

#### **5.1 Description of the PLASMIX**

The features of the PLASMIX are described in the appropriate section of the [www.corepla.it](http://www.corepla.it) website.

#### **5.2 Quantity of PLASMIX**

The total quantity of PLASMIX put up for Auction is established by COREPLA from time to time.

The quantity of PLASMIX specified in the Call for each Lot is indicative: the Bidder accepts that the quantity of PLASMIX that will be actually awarded to it may differ by +/- 10% (plus/minus ten percent) from the quantity specified in the Call.

## **6. GUARANTEES AND LIMITATION OF LIABILITY**

**6.1** COREPLA and the System Provider are in no case liable for any direct or indirect damage, loss of profit or resulting damage that Users or third parties may incur because of or in relation to access, use, non-use, operation or non-operation of the System and the services made available through the System. In this regard, Users renounce henceforth, also on behalf of their assignees, any lawsuit or claim against COREPLA and the System Provider.

**6.2** The Credentials necessary to access and participate in the System are for personal use. Users must safeguard them with the greatest care and keep them secret and confidential, must not divulge them or in any way transfer them to third parties, and must use them under their sole responsibility, in compliance with principles of correctness and good faith so as not to prejudice the System, COREPLA, other Users and third parties in general. Users are informed and hereby declare that they are aware the System does not allow:

- more than 4 (four) active sessions per User;
- simultaneous bids using the same Credentials on several Lots;
- bids made by several persons using the same Credentials on the same Lot at successive times.

Users also acknowledge they are aware that the System will not work properly if they use hardware that does not meet the standards recommended and published on the <https://corepla.clearchem.com> website.

**6.3** Users shall take all technical and organizational measures suitable to guarantee the correct use of the Credentials and the System and undertake to inform COREPLA immediately of any loss, theft or unauthorized or improper use of the Credentials.

**6.4** Users relieve therefore COREPLA from all liability for any detrimental consequences of any kind, or direct or indirect damages that may be caused to them or to third parties due to the use of the Credentials and that may arise, in general, from any unauthorized, improper or in any way detrimental use of them.

### **6.5 Communication networks**

Users of the System relieve COREPLA and the System provider from any liability regarding any malfunction or defect whatsoever with regard to the connection services needed to connect to the System via the public telecommunications network.

## **7. AMENDMENTS TO THE RULES AND USER CONDUCT**

**7.1** COREPLA reserves the right to make any appropriate or necessary amendments to the Rules to ensure that the System functions in compliance with principles of transparency, fairness and impartiality. In such event all Users are informed of the amendments made to the Rules by e-mail and the new text of same will be published on the [www.corepla.it](http://www.corepla.it) and <https://corepla.clearchem.com> websites.

**7.2** Users undertake to act in such a way as to prevent disruption of the Auction proper processes via the System.

## **8. EXCLUSION FROM AUCTIONS**

Except for the provisions of articles 3.2.3, 3.2.4, 3.2.5 and 3.3 above, the User is excluded and therefore cannot participate in Auctions for the sale of the PLASMIX if the User has transferred the PLASMIX to third parties without COREPLA's express authorization in writing.

Furthermore, if amendments are made to the General Terms and Conditions, the User is excluded and therefore cannot participate in Auctions until it has agreed to the new General Terms and Conditions by signing and returning the form provided by COREPLA.

#### **9. JURISDICTION, GOVERNING LAW AND LANGUAGE**

The Court of Milan shall have exclusive jurisdiction over any dispute or claim that may arise regarding compliance with, interpretation, implementation and amendments of the Rules. Italian law shall apply.

If these Rules are translated into other languages, the governing language is Italian. In the event of discrepancies between the Italian text and the translated text, the Parties agree that the Italian text shall prevail and shall be the official document to be used for the interpretation and construction of these Rules and the General Terms and Conditions.

#### **10. THE GDPR**

COREPLA is the Controller of the data collected for the proper functioning of the System and for the purposes from time to time indicated in the information notices given to the data subjects at the time of collection with the indication of the scope of communication and possible dissemination of data. Personal data is processed for administrative purposes and/or to fulfil obligations arising from the regulatory, statutory and legislative framework applicable from time to time or to enforce or protect the rights of the Consortium, in compliance with the specific legal obligations on data retention.

At any time, with regard to their data, the data subject may exercise the rights provided for within the limits and under the conditions set out in article 7 and articles 15 to 22 of the GDPR 679/2016 (General Regulation on the protection of personal data), by contacting the data controller at the following address: COREPLA, Via del Vecchio Politecnico n. 3, Milan, c/o Directorate for Legal and General Affairs, tel. 02.76054280; these requests will be answered according to the timetable established by the GDPR.