

## GENERAL TERMS OF USE OF THE SERVICE

Welcome to **Needsteel.com**

### Art. 1 - Acceptance of the General Conditions –

This document (hereinafter "**General Conditions**") regulates the use of the service made available to Users of the Needsteel.com website (hereinafter "**Site**" or "**Portal**"). By accessing the Site and, in any case, using its services, the User acknowledges having read, understood, and expressly accepted these General Conditions. Acceptance of the General Conditions is a necessary condition for using the service. The Site is owned by Need Steel S.r.l., with registered office at Via Regina Fornaro, 17, Int.10 - 31044 Montebelluna (TV) – VAT: 05320050262 | REA TV- 435621, email: info@Needsteel.com – pec: needsteelsrl@needsteelsrl@pec.it (hereinafter the "**Company**") participated by MR Industrie s.r.l. and Digitalia S.r.l. (hereinafter the "**Managers**"). In the event that one does not intend to accept, in whole or in part, these General Conditions, or the terms and conditions contained in any other note, legal notice, information, or disclaimer present on the Site, one must refrain from using the Portal, as well as its related services.

### Art. 2 – Keywords –

- a) "**Site**" or "**Portal**": the web Portal [www.needsteel.com](http://www.needsteel.com).
- b) "**Registration**": the registration procedure on the Site that allows the creation of an account on Needsteel.com.
- c) "**User**": a company or individual business, whether a Supplier or Customer, that engages in any activity on the Site, regardless of the subsequent registration of a personal account.
- d) "**Supplier**": a company or individual business that registers on the Portal by creating a personal account, in order to view, according to these General Conditions, the quote requests made by Users registered as Customers, with the possibility of purchasing their reference data and activating additional services, by payment in Credits.
- e) "**Customer**": a company or individual business that registers on the Portal by creating a personal account, in order to freely submit quote requests to Suppliers registered on the Site.
- f) "**Catalog**": a standard catalog within the Site of all available products and their variables, freely accessible by the Customer to select the type of goods and quantity of interest to obtain, through the Portal, quotes from registered Suppliers.
- g) "**Quote request**": a function attributed to the User registered as a Customer, aimed at submitting, via the Portal, quote requests anonymously, made known to registered Suppliers available to fulfill, even partially, the requested supply.
- h) "**Quote**": a function attributed to the User registered as a Supplier, aimed at submitting, via the Portal, the requested quote, accompanied by the relevant contractual conditions and any additional information.
- i) "**Advertising Banner**": advertising that, for consideration, can be inserted and displayed within the Site.
- j) "**Customer Service**": Service provided by the Portal to support Users in using the Platform.

### **Art. 3 – Amendments to the General Conditions –**

The Company reserves the right to update, supplement, and modify, at any time, in whole or in part, these General Conditions and each of the documents referred to herein, including the Privacy Policy. Any substantial changes that affect the position of registered Users will be communicated to their registered email address, at least 7 (seven) days before their publication on the Site, from which they will take full effect. In the event that, to comply with a legal obligation or to address an imminent danger related to the defense of services or users from fraud, malware, spam, data breaches, or cybersecurity risks, modifications aimed at promptly protecting the Users become necessary, no prior notice will be given, and the changes will immediately and bindingly take effect from the moment of their publication.

### **Art. 4 – Intellectual Property –**

The Company is the exclusive owner of the content present on the Site, including, by way of example and not exhaustively, images, videos, documents, drawings, figures, logos, and any other material, in any format, published online, including menus and web pages, the graphics, colors, patterns, tools, fonts, and the design of the Site, as well as diagrams, layouts, methods, processes, know-how, functions, and software, including updates and related source codes part of the Site, which are therefore considered protected by copyright and any other intellectual property right in favor of the owner and/or third parties. Reproduction, in whole or in part, in any form, of the Site and its contents is prohibited without the express written consent of the owner. The Company is the exclusive owner of the trademark "Need steel" and the domain name Needsteel.com, the use of which is not permitted without prior written authorization from the Company. The Company reserves the right, in any case, to pursue any unauthorized conduct or conduct contrary to the law, through appropriate means.

### **Art. 5 – Use of Services and Site Registration –**

The registered User guarantees to be the sole owner of their account, undertaking to keep their access credentials confidential, not to transfer them to third parties, and to promptly notify the Company in case of theft, unauthorized access, or loss. Consequently, the User assumes exclusive responsibility for conduct, including omissions, related to the use of services through their account, committing to indemnify the Company and third parties from any damage resulting from the violation of these General Conditions. Furthermore, the User agrees to keep the information provided during the Website registration procedure complete and updated, as well as for the use of services offered by the Portal. The User consciously accepts that the service can only be used by browsing the pages of the respective Website and, in any case, in compliance with the current regulatory and legislative provisions. The User cannot, for example: (i) incorporate the Portal's applications and content into other web platforms or display them or make them available, by any means, to third parties; (ii) duplicate, copy, distribute, display, communicate or assign to third parties, decode, modify, adapt, commercialize, translate, sell, lend, rent the content, regardless of the technical methods; (iii) use robots, crawlers, and similar applications to collect and analyze the Portal's content or data collected from it; (iv) violate the security of the Website, circumvent or manipulate its operation, search for vulnerabilities, attempt to activate otherwise disabled or inaccessible functionalities; (v) compromise or interfere with the Portal's functionalities or send automatically generated requests; (vi) assume and/or use the identity of other persons, even fictitious ones, and in any case, provide false information about their identity; (vii) engage in conduct that abstractly constitutes civil, administrative, or criminal offenses. The Company has the right to carry out verifications and checks, without prior notice and at any time, regarding compliance with these General Conditions, reserving the right, also in relation to the provisions of

this article, to immediately terminate any contractual relationship with the User, with immediate limitation, suspension, or deletion of the account and the right to use the Service, while reserving the compensation for any suffered damage, both financial and non-financial. During the Website registration, the User guarantees to have full legal capacity to enter into valid contracts. The User agrees to provide accurate, updated, and complete information during registration, as well as at any time of Platform use, declaring that the provided data are truthful and correct, and assuming full responsibility for them. In case of changes to the provided data, the User undertakes to immediately rectify them.

The Company and/or the Manager reserve the right to suspend the account until the rectification of the data in the user's personal area. Some sections of the Site can be navigated by unregistered Users. However, for the full and complete use of the Services offered by the Site, registration on the Site and the creation of a password-protected account are necessary. The User agrees to provide a personal non-temporary email address, which they guarantee to legitimately and exclusively own and regularly access.

The Site User can register as a Customer or as a Supplier through the respective guided procedure. To finalize their registration, the Supplier User must declare their registration in the Companies Register as an "active" company and, where subject to the obligation, have deposited at least one financial statement.

The Site User registered as a Customer agrees that registered Suppliers can view their Credit Rating, processed by Credit Safe or another accredited entity. All data provided by registered Users, as well as all documentation regarding quote requests and sent quotes, will be accessible and available to authorized Customers and Suppliers in their Reserved Area for the entire duration of the account's validity.

The User can delete their account at any time by accessing their Personal Profile and clicking the "Delete account" button. It is understood that the deletion of the account by a User registered as a Supplier will result in the loss of any remaining and existing purchased Credits. Upon the User's deletion request, all their personal data will be eliminated and deleted, except for any further processing required by legal norms, motivated by contractual obligations, or related to a legitimate interest. If no deletion request is received, the personal data will be stored for the time necessary to fulfill the communicated purposes, consistently with any obtained consents and, in any case, for a period not exceeding 10 years after the termination of the contractual relationship or for 2 years from their collection for Marketing purposes.

#### **Art. 6 – Behavioral Rules for Using the Portal –**

Users commit to using the Portal according to the principle of good faith and fair competition in the market. Supplier Users should avoid, while free to determine the conditions of their supplies, applying costs that significantly differ from the market's average conditions. In such cases, the Company reserves the right to request clarification and to suspend, in suspicious cases, the concerned User account. More generally, behaviors characterized by fraudulent intentions or aimed at causing harm to other Users or the Company may be pursued and penalized through appropriate means. In any case, in these scenarios, after conducting all necessary verifications, the Company will have the full right to intervene with every useful action aimed at eliminating behaviors detrimental to its interests and those of the Site's users. In the case of non-serious violations, the Company, after communicating its objections via email, will invite the concerned User to cease their inappropriate conduct. If there is a repetition of previously contested behaviors or if there is conduct severely damaging the interests of the Portal's Users or the Company, the involved User may be banned, resulting in the permanent deletion of their account and the consequent loss of any remaining credits. However, the concerned User retains the right to be informed of the account deletion with at least a 7 (seven) day notice and the associated

opportunity to justify the contested behaviors.

### **Art. 7 – Service Offered by the Site –**

Needsteel.com Portal offers registered Customers the possibility to request, view, and compare offers generated by registered Suppliers operating in the iron, steel, semi-finished metal, and metals in general sector, identifying and selecting the most advantageous ones for their needs.

Users registered as Suppliers can also avail themselves, for an additional fee payable in Credits, of an advertising service through banners placed within the Portal, as well as additional supplementary services, as described in the respective informational materials.

### **Art. 8 – Site Operation –**

The Portal includes a comprehensive standard Catalog listing all available metallic products and their variations.

A Customer-registered User can anonymously and freely select individual items, quantities, and qualities of components needed. After confirming their "Request for Quote," they will receive offers from available Suppliers.

Once the request for a quote is made, Suppliers dealing with the selected product category will be automatically notified by the Platform via email alerts about the quote request.

Upon accessing their accounts, Suppliers can view the quote request in an anonymous form, containing only the indication of the type of material requested along with its quantity and quality. Interested Suppliers, by spending the required Credits, can fully access the quote request and view the otherwise anonymized Customer data.

Suppliers can then create their offer (Quote), specifying for each product: (i) net selling price; (ii) payment method and terms; (iii) lead times for goods preparation; (iv) offer validity period.

The Quote will also include the offeror's contractual conditions, transmitted in .pdf format on their letterhead and signed using their digital signature, as well as any additional information.

The requesting Customer will receive from the Portal the list of Quotes submitted by interested Suppliers as soon as 20 (twenty) Quotes have been formulated for each indicated product or, alternatively, after a period of 3 (three) hours from the request's insertion in the Portal, after which it will be removed.

Regardless, the made requests will remain stored in the user's personal area and can be republished without any limitation.

The sales Quotes sent to the Portal will be managed and processed using a proprietary algorithm and presented to the Customer, who can view the combination of prices, lead times for goods preparation, and payment terms, while also reviewing the contractual conditions applied by the offering Suppliers.

The Customer will view all received offers through a comparison module and will have the option to confirm one or more orders, selecting products and Suppliers based on costs, lead times for goods preparation, payment, and contractual conditions, by simply flagging the desired items, thus committing to the execution of the resulting contractual agreements.

The order will be automatically sent to the Supplier and will serve as acceptance of the received Quote.

At the end of this process, both the Customer and the Supplier will have full knowledge of each

other's identifying information and contacts, as well as the contractual conditions, and will be bound to the execution of the respective contract.

Subsequently, Customers and Suppliers may be invited by the Portal to leave a scoring feedback and review about their contracting counterpart.

Registered Users can access a Customer Service and an internal chatbot within the Portal for any technical-operational support needs.

### **Art. 9 – Exclusions, Limitations of Liability, and Indemnification –**

The Platform requires processing a substantial amount of data and information for its proper functioning, combining them to provide its innovative services. Due to this complexity, errors or bugs might occur, which the Company and the Platform Managers do not exclude and expressly disclaim any liability for.

Although the Site has been equipped with reasonable technical measures to limit defects, viruses, or alterations, the present General Terms expressly exclude or, in any case, limit to the fullest extent permitted, any warranty, whether explicit or implicit, legal or otherwise. This includes but is not limited to fitness for specific purposes, uninterrupted accessibility, absence of defects, completeness, and accuracy of the information present on the Platform.

Needsteel.com merely offers a service to compare sales offers on the market and is entirely detached from contractual relationships between Customers and Suppliers, as well as their execution.

The Company and the Manager of Needsteel.com explicitly disclaim any and all responsibility regarding contracts and agreements between Suppliers and Customers, the contractual clauses agreed upon, the quantity and quality of delivered materials, their potential defects, safety, lawfulness, correspondence of products, delivery times, indicated prices, and supply payment methods.

Therefore, by registering and using the Portal, Users acknowledge and unconditionally accept that the Company and the Manager of Needsteel.com will not in any way represent a contractual party, either directly, indirectly, intermediary, and/or implicit, in relationships between Users, potentially even with third parties unrelated to the Portal. This results in no participation and no role in the relationships established, by their autonomous will, between Suppliers and Customers, who are solely responsible for said relationships.

The Portal might contain links to third-party sites, for which the Company, having no connected management and/or control power, cannot be held responsible in any way. If these links are intended to provide services, although they may be functional to the Portal's purposes, they will be exclusively governed by the Terms and Conditions prepared by the third parties owning such services.

The User declares to be the exclusive owner of the content uploaded using the Portal's functions, thereby expressly allowing its use according to the present Conditions. In any case, the User remains solely responsible for the lawfulness, truthfulness, correctness, and updating of the information and content provided and/or published on the Portal, as well as for all consequences related to their use by the Company and the Manager.

The Company and the Manager of the Portal do not verify the truthfulness of this information and

therefore do not assume any related responsibility. Despite not having a monitoring function, the Company and the Manager of the Portal reserve the right to remove content that is clearly untrue, offensive, illegitimate, or may cause unjust harm.

By accepting these General Terms, the User undertakes to indemnify and hold harmless the Company and the Manager of the Portal from any claims, assertions, exceptions, and/or claims for damages, including legal expenses, caused or in any case dependent on contractual and extra-contractual obligations arising between Customers and Suppliers following the use of the service offered by the Portal, as well as resulting from the violation of these General Terms or any applicable law, regulation, and third-party rights.

The User declares and agrees to release the Company and the Manager of the Portal from any liability in case of interruption of the Services according to the subsequent Art. 10, except in cases of fraud or gross negligence attributable to them.

The Company reserves the right to limit, suspend, or cease the provision of the service towards a registered User's account if necessary to comply with a regulatory obligation or if it can be demonstrated that the User has violated these General Terms, any applicable law, regulation, or third-party right.

If the Company and/or the Manager of the Site decide to limit, suspend, or terminate the provision of the service towards an account, the respective decision will be motivated, at the latest, when the measure ordered has been implemented. In cases of limitation, suspension, or cessation, Needsteel.com provides the User with the opportunity to clarify the facts and circumstances within the internal complaints management process detailed in the subsequent article 14. In case of revocation of the measure, the User's account will be immediately reactivated in its entirety.

Any Credits held by Users subject to measures of limitation, suspension, or cessation in the provision of services will not be refunded.

#### **Art. 10 – Necessary Equipment and Interruption of Services –**

The Website has been designed to be compatible with the most commonly used browsers (for example: Microsoft Edge, Google Chrome, Mozilla Firefox) in their updated versions.

The correct display of the Content will require that the device used be connected to the Internet with a minimum connection speed of 2 Mbps. Any costs related to this connection are the sole responsibility of the User.

Therefore, the User knowingly accepts any limitation that may result from not meeting the above-mentioned technical requirements. They commit to verifying that they have the hardware, software, and any other necessary tools to access the services. Additionally, they undertake to periodically check the operational requirements and regularly update their technical equipment, assuming all associated responsibilities.

The Company reserves the right, by informing registered Users, to modify compatibility with certain hardware and software.

The usability of the Portal depends not only on compliance with these General Terms but also on additional factors, such as hardware, software, and communication networks, often managed by third parties. These factors are outside the control of the Company and the Manager, and therefore, they cannot be held responsible for any malfunctions that cannot be attributed to their

conduct.

In order to provide a service that meets the User's expectations and to perform maintenance activities or manage the apparatus to achieve better functioning of the Platform, the Company may temporarily suspend or limit its functions, without any resulting liability towards the User.

Furthermore, the Company reserves the right to cease the provision of services offered at any time but with reasonable notice. In this case, prompt communication will be sent to Users via email and through a notice on the Site. If requested explicitly by interested Suppliers, the Company will promptly refund any remaining Credits.

### **Art. 11 – Compensation –**

The use of the Service offered to Users registered as Clients is free of charge.

The Services offered to Users registered as Suppliers are partly subject to the use of Credits, available for purchase in the appropriate section of the Site.

The Company has the right to change the fees for purchasing Credits, providing timely communication to registered Users. In any case, such changes will take effect from the date of their publication on the Site, under the conditions indicated there.

It is understood that the price of Credits, as well as the cost in Credits for the use of paid services, will be indicated respectively before their activation and usage.

Any refund of purchased Credits, where provided or agreed upon, will be made at their actual purchase cost.

The cost of Credits is indicated in euros and is exclusive of VAT and any other indirect taxes required by law. It must be paid in full according to the methods and with the means indicated by the Company.

Once the payment is made, the User will receive communication at the email address provided during registration, summarizing the purchased item and confirming the completed transaction.

The purchased Credits will be usable from the date of the aforementioned communication and the entire amount will expire after 2 (two) years from the date of the last purchase.

Payment methods are managed and processed by third parties and, therefore, will be regulated not only by these General Terms but also by those of these third parties.

The Company is not responsible for any exchange rates, fees, or other charges incurred by the User from payment method providers.

The User is aware that communication of necessary payment data and information should be confidential and exclusively made through secure connections identified by the Company and/or the payment service providers.

Payment-related data will be processed through a secure server-to-server connection, using the SSL (Secure Sockets Layer) Protocol.

### **Art. 12 – Activation of Paid Services –**

The services offered to User Suppliers can be activated by spending the Credits previously purchased on the Portal.

The type of services provided, their conditions of use, the cost in Credits, and any other relevant information, if not identified in these General Terms, will be disclosed before their activation.

Upon payment in Credits, the User will receive communication indicating the activated service, which will be fully usable from that moment.

In the event of any temporary inability, attributable to the Company or the Portal Manager, to use the services activated through the expenditure of Credits, the User may request a proportional refund for the full days of suspended service.

If the request is found to be valid and duly documented, the Company will refund the Credits spent for the interrupted service within the following 7 (seven) days.

### **Art. 13 – Privacy, Policies, and Data Access –**

The Company will process the personal data of Users in compliance with the current privacy regulations, as detailed in the privacy policy available in the relevant section of the Site.

User data on the Portal, if not sourced from public registries, listings, acts, and documents accessible to everyone, are provided directly by the concerned individuals. These individuals, upon creating an account or during the use of the Portal, authorize their data processing for the purposes outlined in the aforementioned privacy policy.

Users registered as Clients acknowledge and accept that their data, including personal information, will be shared with Users registered as Suppliers for the proper and complete use of the services offered by the Portal. This allows the Company to fulfill its contractual obligations.

Such data sharing occurs subsequent to the quotation request by the Client, who, by using the respective function of the Portal, acknowledges and explicitly expresses their legitimate interest in having their data, including personal information, shared in accordance with the terms and conditions specified in these General Terms, in favor of registered Suppliers potentially available to fulfill the request made.

As these activities are entirely external to the Company and the Platform Manager, they cannot be held responsible for the processing that the Suppliers, acting as independent Data Controllers, will carry out on the Clients' data. These actions will be executed according to specific information that it will be the responsibility of the recipients to provide to the Users whose data has been shared by the Portal.

Additionally, registered Clients expressly authorize the request for information regarding their credit rating from private databases, such as the one provided by the company Credidsafe, acting as an autonomous Data Controller. They also grant access to this information by the Suppliers, as outlined in the terms specified in these General Terms.

### **Art. 14 – Contents and Information Offered on the Portal –**

The identifying data of Clients requesting a quotation, obtained by Suppliers through the payment



of Credits and shared with them, can be freely used by the recipient. The recipient has the sole obligation to process this data in accordance with the autonomously released information and any consents collected from the concerned party.

All other content offered, as well as any data accessible through the Portal, even if made available upon payment of Credits or money, are and remain the exclusive property of Need Steel S.r.l. or its assignees. Users, acknowledging this, must consider such information as confidential.

Consequently, Users are not granted any additional rights beyond accessing the content, limited to what is provided in these General Terms. Any unauthorized use, as well as any activity aimed at violating or circumventing the present protection measures, may constitute criminal, civil, and administrative offenses, as per articles 171, 171-bis, 171-ter, 174-bis, and 174-ter of Law no. 633/1941.

### **Art. 15 – Logistics Services –**

Upon accepting a Quotation, if a Client intends to entrust a third party with the collection, transportation, and/or delivery of purchased goods, otherwise bought ex-warehouse seller, they will have the option to request the integrated logistics service offered on the Portal. This service is made available through collaboration with partner companies operating in the logistics and transportation sector.

Need Steel S.r.l. is not a contracting party nor, therefore, responsible for the relationships that will arise, following the explicit request of the Client, between the Portal Users and these partners. These partners will apply specific contractual conditions while autonomously providing their services.

In any case, by requesting the collection, transportation, and/or delivery to be carried out through the integrated logistics service offered by the Portal, the Client confirms having previously reviewed and accepted the conditions applied by Need Steel S.r.l.'s partners.

### **Art. 16 – Dispute Resolution –**

In the event of disputes arising between the User and Needsteel.com from the interpretation and execution of these General Conditions, Needsteel.com provides neutral and cost-effective tools to resolve disputes promptly.

Therefore, in such cases, we encourage Users to contact us in order to amicably resolve any disputes. To do so, before taking any further action, registered Users undertake to file a complaint by sending an email to the address pec [needsteelsrl@pec.it](mailto:needsteelsrl@pec.it), providing detailed information about the contested matter.

Needsteel.com will attempt to settle the dispute within 30 (thirty) days of receiving the complaint, requesting, if necessary, the cooperation of the complainant by sending information and/or documents useful for resolving the dispute.

### **Art. 17 – Applicable Law and Competent Court –**

These General Conditions, as well as any relationship between the Company, Users, and third parties, are governed by Italian law.

The potential presence of invalid or otherwise ineffective clauses will not cause the nullity of these General Conditions. If possible, it will result in the replacement of the invalid and/or ineffective clause with imperative norms, another clause agreed upon by the parties, or the inactivity of only

the clause deemed void.

Subject to the provisions of the preceding article, any dispute arising from or related to these general terms of service shall be exclusively submitted to the jurisdiction of the Court of Treviso-ITALY.