

## **1 Scope of Application**

- 1.1 Our Sales Conditions shall apply exclusively; we shall not recognise any Buyer's terms which conflict with or deviate from our terms of sale unless we have explicitly agreed in writing that they shall apply. Our Sales Conditions shall also apply if we make a delivery to the Buyer without any reservations, even if we become aware of the Buyer's conditions which conflict with or deviate from our Sales Conditions.
- 1.2 Our Sales Conditions shall apply only to dealers in accordance with Article 13 of the Commercial Code.
- 1.3 Our Sales Conditions shall also apply, in the applicable version, as a framework contract for all future transactions of the same type entered into with the Buyer, without us having to refer to them in each individual case. We shall inform the Buyer of any changes upon conclusion of the relevant contract at the latest.

## **2 Estimates-Prices-Payment Conditions**

- 2.1 Our Estimates are subject to change and are not binding, provided that an explicit intention to create legal relationships does not result, by exception, from the estimate. Our prices do not include value-added tax and are listed for delivery from the respective factory ("ex-works", Incoterms 2010) located at National Road 109 km 31, Pardala, 3880 - 728 Ovar. We reserve the right to increase the agreed price if raw material costs, energy, wages, transport, customs duties, taxes, etc. have increased between the order and delivery and the delivery becomes more expensive as a result. We shall inform the Buyer of the price increase in advance. The Buyer may object to the price increase within a maximum of seven days from the date on which they receive notification of the price increase. If the Buyer objects, we shall have the option either to terminate the contract or to deliver the goods at the originally agreed price. We shall notify the Buyer of our decision as soon as possible. If we terminate the contract, any further claims by the Buyer shall be excluded.
- 2.2 Unless otherwise stated in the order confirmation, the purchase price shall be due without discount immediately upon receipt of the invoice and delivery or acceptance of the goods. We reserve the right, however, including within the framework of an ongoing business relationship, to demand payment in advance of any delivery, in whole or in part, at any time. Such reservation, if any, shall be made to the extent possible at the time of order confirmation.
- 2.3 Payments will be made by bank transfer. The day on which the money received becomes available will be considered to be the payment day. If the goods are collected, payment can also be made in cash. We do not accept payment by cheque or bill of exchange.
- 2.4 The Buyer must grant us a SEPA direct debit authorisation for payments via the SEPA direct debit procedure. The direct debit will be made 10 days after the invoice date. The pre-notification term will be reduced to 1 day. The Buyer shall ensure that there are sufficient funds in their account. Costs arising from the non-collection or reversal of a direct debit shall be borne by the Buyer, provided that we are not liable for the non-collection or reversal.
- 2.5 We may agree with the Buyer to open a documentary credit granted by their bank (or any other bank acceptable to us).
- 2.6 The Buyer shall only have countervailing duties and retention if its counter-claims have been finally and unconditionally recognised by a court order, if they are not replied to or to the extent that they result from the contractual relationship, especially in the case of a counter-claim resulting from a non-pecuniary claim that legitimates the Buyer to refuse to comply with its claim.
- 2.7 Any subsequent modifications or additions to the order shall be made in writing and confirmed by both parties. Any expenses already incurred as well as deliveries and services already performed shall be remunerated by the Buyer as agreed. We shall make subsequent

modifications at the Buyer's request if this is possible without any additional costs or delays. If the change entails expenses that exceed the initially agreed-upon expenses, as well as the initially agreed remuneration, we shall notify the Buyer within 5 working days of the change in costs, remuneration and deadlines. If the Buyer does not object to the change within 5 working days, or if there is no prior agreement, the change the Buyer requested, along with the changes in costs, remuneration and deadlines, shall be deemed to have been accepted.

### **3 Delivery**

- 3.1 Unless otherwise agreed with the Buyer, the packaging costs of our products shall be borne by the Buyer. If the Buyer so requests, we shall cover the delivery with a transport insurance policy. Any costs resulting from it shall be borne by the Buyer.
- 3.2 Partial deliveries are permitted if (a) the Buyer makes use of the partial delivery within the scope of the contractually intended purpose, (b) the delivery of the remaining ordered goods is guaranteed (c) no significant extraordinary expenses or additional costs arise from the partial delivery (unless we express our agreement to bear them).
- 3.3 The Buyer may only return correctly delivered goods if we approve their return. In this case, the Buyer shall bear the costs of the return. Returned goods must be in good condition and in the original packaging.
- 3.4 Cases of force majeure, official requirements and other circumstances for which we are not responsible, such as disruption of transport and its operation, strikes, shortage of material, damage caused by fire, war or states of emergency will suspend our obligation to comply with the delivery while their impact continues. We reserve the right to terminate the contract if, for the above reasons, the Buyer's expectation of compliance by us with the contractual requirements is no longer reasonable. There is no unreasonable expectation if it can be anticipated that the impossibility of performance, caused by the above reasons, is only temporary. In such cases, any claims against us by the Buyer for damages shall be excluded.
- 3.5 If we are unable or delay in the provision intentionally or due to gross negligence, including intent or gross negligence by our representatives or agents, we shall be liable in accordance with the law. However, in cases of gross negligence, our liability shall be limited to the typical foreseeable value of the damage arising from the nature of the contract.
- 3.6 In cases of simple negligence, our liability for damages and compensation for frivolous expenses resulting from the impossibility of performance shall also be limited to the foreseeable damages typical of the contract in question. Any further claims by the Buyer relating to the impossibility of performance shall be excluded. The Buyer's right to terminate the contract shall not be affected.
- 3.7 Our liability arising from any delay in performance shall, in cases of simple negligence, be limited to a total of 5% of the value of the service by way of compensation when the service occurs, and to compensation in lieu of performance when this does not occur. We reserve the right to prove that the Buyer has not suffered any loss, or has suffered a loss significantly less than the aforementioned amount. Any further claims by the Buyer relating to delay in performance shall be excluded - including after the expiry of a time limit for performance set for us. These provisions shall also apply to the reimbursement of frivolous expenses.
- 3.8 The limitations referred to in the paragraphs above shall not apply in the event that our liability arises from acts that violate the life, physical integrity or health of persons, the assumption of a guarantee, or any breach of essential contractual obligations. Essential contractual obligations are those whose performance constitutes the nature of the contract and which secure the Buyer's position. The foregoing provisions do not imply any reversal of the burden of proof against the Buyer.

#### **4 Self-Supply reserve**

We do not accept the risk of acquisition. If, despite having entered into an appropriate supply agreement, we do not receive the ordered goods or do not receive them in full in terms of the essential components of the goods, we shall be entitled to terminate the contract with the Buyer. Our liability in respect of wilful misconduct and negligence shall remain unaffected. We shall inform the Buyer as soon as possible if the goods are not available or are not available within the period requested by the Buyer and, if we wish to terminate the contract, we shall do so as soon as possible. If this is the case, we shall return the deposit the Buyer paid as soon as possible.

#### **5 Arrears and Consequences**

- 5.1 If the Buyer is in arrears, they shall pay us interest in accordance with the law. This does not affect the possibility of making any claims for damages.
- 5.2 As long as the Buyer remains in arrears, we are not obliged to make additional deliveries, irrespective of the legal relationship underpinning our delivery obligation.
- 5.3 If there is a significant deterioration in the Buyer's financial circumstances, in particular, if a request is made to initiate insolvency proceedings, we may require advance payment in cash or other security for outstanding deliveries.
- 5.4 In the event of an agreement between the Buyer and us on payment in instalments and/or partial instalments, the following shall also be observed: if the purchaser does not make all or part of his cash payment within 3 days after the agreed period for payment of an instalment and/or partial payment, the remaining amount of the debt shall become due.
- 5.5 If the Buyer does not confirm acceptance of the conditions within the time limit set for this purpose, they shall pay the purchase price. In such cases, we shall store the goods for 3 days after notification that they are available for shipment, with the Buyer running the risk and cost of the transaction.
- 5.6 If a bank or other third party has provided a guarantee for the payment of the purchase price and the delivery of the goods in question cannot be made due to circumstances beyond our control, we shall also be entitled to demand the amount still due to the bank or that third party, and we shall provide proof that the goods in question have been deposited. The cost and risk of the deposit in question shall be borne by the Buyer. The date on which the goods are deposited shall be deemed to be the date of delivery. All documents relating to the delivery, as well as other documents which we need to produce in order to receive payment from a bank or other third party, must be submitted to us as soon as possible by the issuer of these documents.

#### **6 Retention of Title**

- 6.1 The ordered/supplied goods shall remain in our sphere of legal influence until the Buyer has fulfilled all their obligations arising out of their dealings with us (section 409 of the Civil Code).
- 6.2 In the event of non-performance of the contract by the purchaser, in particular, late payment, we reserve the right to invoke the right of ownership by immediately requiring delivery of the goods subject to reservation, either directly or by means of a representative.
- 6.3 In the event of seizures or other relevant acts by third parties, the Buyer shall inform us in writing as soon as possible so that we can take legal action in accordance with Section 342 of the Code of Civil Procedure. If the legal action pursuant to Section 342 of the Code of Civil Procedure is successful but it is not possible to attribute the relevant legal and extra-judicial costs to third parties, the Buyer shall be liable for any losses we incur.
- 6.4 The Buyer shall be the trustee of the goods we have supplied until the full performance of the contractual obligations he has assumed.

- 6.5 The Buyer may not sell or pledge the goods or use them in the provision of any security until they have fulfilled all their contractual obligations.
- 6.6 Any modification or transformation of the goods by the Buyer shall always be for our benefit. If objects that do not belong to us are used in the transformation of the goods, we shall acquire co-ownership of the new goods in proportion to the value of the goods sent (the value of the final invoice including VAT) in relation to the other goods used at the time of transformation. The provisions relating to the reservation of title shall apply to the goods created as a result of the conversion.
- 6.7 If the goods sent are permanently attached to other goods not belonging to us, we shall acquire co-ownership of the new goods in proportion to the value of the goods sent (the value of the final invoice including VAT) in relation to the other goods used at the time of accession. If the items are attached in such a way that it is ascertained that what is provided by the Buyer can be considered to be the main good, the Buyer shall be deemed to have agreed to make us co-owners on a pro-rata basis. The Buyer shall be the custodian of the exclusive or joint-owned property thus created, in our benefit.
- 6.8 In order to secure our claims against the Buyer, the Buyer shall also assign their claims to us against third parties arising from the connection of the purchased property to a piece of land.
- 6.9 We undertake to waive, at the Buyer's request, the securities provided in our favour in so far as their value exceeds the guaranteed claims by more than 10%. The selection of the guarantees to be waived will be subject to our discretion.

## **7 Liability for Defects**

- 7.1 The Buyer's claims in respect of defects presuppose that it has correctly performed its inspection and claim obligations in accordance with Articles 38 and 39 of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 7.2 The weights, measurements, performance details, production numbers and other information indicated in the sales brochures, advertisements and similar documents are to be regarded only as a guide. The same applies to samples that are presented or supplied. We do not assume any guarantee for special goods.
- 7.3 If the goods that are delivered are defective and we are responsible for this, we can either choose to repair them or deliver new goods without defects. In the case of repair, we shall bear the costs of all necessary expenses for this purpose, including transport, travel, labour and material costs, in so far as these do not increase as a result of the goods being transported to a place other than the place of performance.
- 7.4 If the repair does not have the desired effect, which shall be presumed after the second attempt at a repair, the Buyer shall be entitled to choose either to terminate the contract or to reduce the price. Unless otherwise stated below (7.6 and 7.7), any further claims by the Buyer - irrespective of their legal nature - are excluded. We shall therefore not be liable for damages which do not affect the delivered goods; in particular, we shall not be liable for loss of production, interruption of operations, costs of a possible withdrawal of the product, loss of profits or other financial losses suffered by the Buyer.
- 7.5 We shall be liable in accordance with the law if the Buyer proves that their claim for damages is based on the existence of intent or gross negligence, including intent or gross negligence by our representatives or agents. Provided that we are not accused of a wilful or grossly negligent breach of contract, the amount of damages shall be limited to the typical and foreseeable damage which occurs in similar cases.
- 7.6 We shall be liable under the law to the extent that we culpably breach an essential contractual obligation. Essential contractual obligations are those whose performance constitutes the nature of the contract and which secure the Buyer's position. However, in the case of simple

negligence, the amount of damages will be limited to the typical and foreseeable damage at the time the contract was entered into.

- 7.7 Liability arising from culpable acts which violate the life, physical integrity or health of persons shall remain unaffected.

## **8 Expiry**

- 8.1 The denunciation of any defects in the goods must be made within 30 days after the defect is known, under penalty of forfeiture, and within a maximum period of six months after the goods are delivered.
- 8.2 The right to take legal action against us shall lapse if the Buyer does not take action within one year after the defects have been reported.
- 8.3 Any other claim by the Buyer against us – irrespective of its legal nature – shall lapse one year after verifying the constituent facts.

## **9 Applicable law and settlement of disputes**

- 9.1 The Judicial Court of the District of Aveiro is competent for the judgement and assessment of all issues arising from these conditions of sale, including their validity, interpretation and application, with express waiver of any other, unless another is legally imposed.
- 9.2 The Judicial Court of the District of Aveiro is also established as the exclusive forum for the resolution of disputes between the parties arising from the business relationship.
- 9.3 These general conditions of sale are governed by Portuguese and European legislation applicable to the matter.