



GENERAL CONDITIONS OF PURCHASE AND SALE

1st FORMATION OF THE SALES CONTRACT

The sales contract can only be considered definitive after the formal acceptance and confirmation of the Company embodied in the respective sales note.

2nd DELIVERY TIME

Delivery times are provided only as an indication for each consultation or order, and may in no case constitute, for lack of the Company, a firm commitment to delivery on a fixed date.

3rd COMPLAINTS

- a) Claims are only permitted under the following conditions:
- b) When justified and made within eight days of the date of the consignment note.
- c) No claim or return of machined material is accepted by the customer.
- d) No claim is accepted that results from work for which the products are not recommended, both for its quality and its use.

FOURTH TERMS OF PAYMENT

- a) With check, bank transfer, voucher or letter accepted at n/ order and under the conditions previously agreed.
- b) n/ company is not responsible for any amounts delivered to its employees or third parties, except where there is express written consent for this purpose.
- c) Failure to settle invoices within the agreed deadlines will result in the payment of default interest at the statutory rate in force on the invoice due date.
- d) Without prejudice to the provisions of the preceding paragraph, we reserve the right, in case of customer in the payment of any warranties due for the supply of products, require the customer to payment of all expenses incurred by us with a view to recovering the respective amounts due by the customer, including all bank charges and all expenses relating to judicial and extrajudicial measures taken to this end.

e) If there is a breach of the agreed conditions, we reserve the right to cancel or suspend the supply of orders in the portfolio.

f) Where the customer has lodged or wishes to lodge a product complaint invoiced, you do not have the right to avoid punctual payment of the invoice.

5th LIMITATION OF LIABILITY

a) n/company shall not be liable under any circumstances for any complaints or claims of third parties relating to any direct, indirect, special, consequential, or other damages, nor little for any losses, costs or expenses, regardless of the alleged legal basis, notably, lost profits, costs, related to obtaining substitute goods, loss of "goodwill", loss of customers or contracts, that the customer may suffer, or for any damage or damage caused to third parties resulting from delays in the delivery of the products ordered by the Customer or defects of the products supplied by n/ company.

b) Unless otherwise required by law, the total liability of the n/ company to the Customer, whatever title it is, is limited to the invoice value of the product that has caused damage and losses caused to the customer.

c) In no case will the n/company be liable for any delays in the delivery of products, nor for any losses arising therefrom, if such delays are due to a fortuitous event or circumstances of force majeure, namely lack or shortage of raw material not attributable to n/ company, strikes, riots, labor conflicts of any kind, transport embargoes, conditions abnormally bad weather, fires, floods, explosions or other disasters, government acts or orders, restrictions or other reasons, provided that they are adequately substantiated and beyond forecast of the n/ company.

d) In the event of a force majeure event, the n/ company may extend the period provided for for delivery for a reasonable period of time, so as to safeguard any of the events referred to in the preceding subparagraph, as well as any other events that may cause a delay. In however, where such an extension of the period remains uninterrupted for a period of three months, the n/ company and/ or the customer may cancel, with immediate effect, orders related to products whose delivery is delayed by sending notification written for this purpose, without resulting in any liability to the n/ company.

SIXTH ASSIGNMENT OF JURISDICTION

The resolution of any dispute will be the competence of the COURT OF AVEIRO.