

1. SCOPE

- 1.1. These Purchase General Conditions (hereinafter referred to as "PGC") set out the basic conditions applicable to the acquisition or contracting of goods and services made by Jayme da Costa group companies (hereinafter referred to as "JDC") to their "SUPPLIERS" and govern the rights and obligations of the parties, prevailing over any practices, prior agreements or non-mandatory legal provisions.
- 1.2. Under the PGC, "SUPPLIER" means any entity that, whether or not it is submitted, provides goods and/or services to JDC.
- 1.3. Any exception or amendment to these PGC takes the form of Particular Conditions (hereinafter referred to as "PC") and will only be valid if formulated in writing, accepted and signed by the legal representatives of the parties, prevailing over the first and any General Conditions of the SUPPLIER.
- 1.4. Exemptions, specifications or conditions that are contradictory to the provisions of the PCG or PC shall not be considered and shall not have any binding effect between the parties about the contract which the PGC or PC are aimed at regulating, nor shall it serve as an interpretative element of the same or the will of the parties.
- 1.5. JDC's agreement to any reservations made by the SUPPLIER will only be valid if made expressly in writing.
- 1.6. The SUPPLIER accepts and binds to these PGC from the moment it proceeds to the acceptance of the order, in accordance with point 2.2.

2. ORDERS

- 2.1 Requests for the purchase of goods and/or services made by JDC to the SUPPLIER are formalized by sending a Purchase Order ("Purchase Order") to the SUPPLIER's adress.
- 2.2 THE SUPPLIER will accept the Purchase Order by communicating to this effect or after 2 (two) business days after its sending by JDC. The SUPPLIER not having expressed any reservation regarding the Purchase Order, means full knowledge and agreement without reservation or limitation to Purchase Order and the corresponding PGC and PC, considering that, on that date, the contract between the parties.
- 2.3 With the acceptance of the Purchase Order in accordance with the preceding paragraph, the SUPPLIER:
 - 2.3.1. Acknowledges that they have it in theirs possession and that they have full awareness of all the information necessary for the execution of the Purchase Order;
 - 2.3.2. Declares their ability to comply in a timely and complete manner the Purchase Order;
 - 2.3.3. Declare that his own general purchase condition are not applicable to the Purchase Order.

- 2.4 Any incompatibilities, doubts, errors or omissions of the Order Note must be posted by writing to JDC within 2 (two) working days from the date of communication of the Purchase Order.
- 2.5 Any proposal to amend the Purchase Order requested by the SUPPLIER (including the production process, the origin of the materials or equipment concerning the one defined in the negotiation phase, the agreed price and the lead times) shall be expressly approved by the JDC in writing and, being the same after the acceptance of the Purchase Order, may not be carried out by the SUPPLIER without express and written agreement of JDC, all without prejudice to the responsibilities assumed by the SUPPLIER.
- 2.6 If the SUPPLIER does not comply with the provisions of the preceding paragraph, JDC reserves the right to reject the materials/equipment subject to the Purchase Order, and the SUPPLIER is subject to the application of the penalties provided in paragraph 7 of these PGCErro! A origem da referência não foi encontrada..
- 2.7 Under the Purchase Order, there will be no contractual relationship between the final contract (if not JDC), and the SUPPLIER and/or its sub-contractors.

3. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

The SUPPLIER undertakes to:

- 1) Comply with all legal and regulatory standards applicable to the activity carried out, observing national and community legal provisions, including technical, tax, administrative, labour, corporate and environmental, as well as the good practices of the respective activity;
- 2) Comply with the specifications, conditions and quantities set out in the Purchase Order, CGP and PC, as well as in compliance with technical and legal standards that apply to the subject matter of the contract in question;
- 3) Comply and make comply by its personnel, strictly and in full, all the legislation and regulations applicable to the activity pursued and demonstrate that it has all authorizations, licenses and/or approvals which, in accordance with the law and regulations, apply to it and are necessary for the pursuit of its activity, as well as for the fulfilment of the obligations arising from the Purchase Order;
- 4) Ensure the compliance with all safety standards, general and specific, as well as all other specific conditions of service in force in the JDC and communicated to him; obtain any authorizations, approvals, approvals or import/export licenses that prove necessary in accordance with its responsibilities in fulfilling the supply obligations arising from the Purchase Order;
- 5) Comply with and follow all definitions at the level of the technical specifications of the equipment and materials expressed in the Purchase Order (i.e. descriptive memory, manufacturing standards and industrial processes, assembly methods, tests and operation thereof) and in the legally applicable rules and standards, and

- may not alter or otherwise carry them out without the written approval of JDC;
- 6) Present an updated copy of the License or Registration Title, whenever its existence is legally chargeable for the performance of the service awarded;
 - 7) Assume full contractual and non-contractual liability – for lawful, unlawful and risk-only for any and all property and non-property damage, caused by your employees, collaborators or subcontractors to JDC, its employees or employees, and/or any third party, including, without limitation, those resulting from total or partial non-compliance, defective compliance or late service, claims, actions or claims that JDC may be subject to;
 - 8) Ensure, in any circumstance, punctuality, the continuity and all supplies and/or services to JDC, even in a situation of a strike;
 - 9) Inform JDC
 - a) of any condition that may compromise the punctual and full fulfilment of the Purchase Order in the agreed terms and
 - b) whenever it notices a deviation from the functionalities and characteristics in the object of the Purchase Order, and shall, to that end, propose alternatives that satisfy it, reserving to JDC the right to reject them;
 - 10) Comply with the certification systems established by the JDC, in particular as to environmental, hygiene and safety standards related to the corresponding supply and/or provision of services and other regulations and instructions;
 - 11) When requested by JDC, provide true and complete information on the status of the purpose of the Purchase Order and participate personally or represented by a qualified and authorised person at meetings concerning the scope of its supply, without any additional charges to JDC;
 - 12) Allow the performance of audits of the operation, facilities, procedures, systems and insurance of the SUPPLIER and their subcontractors, to ensure compliance with the requirements established by JDC, the applicable legislation and the Purchase Order.

4. STORAGE AND PACKAGING

- 4.1 If applicable, the equipment and materials to be supplied must be properly packed and numbered by the SUPPLIER in order to allow their identification for warranty purposes.
- 4.2 The SUPPLIER shall make available to JDC, if requested, together with the equipment and materials provided, a discriminative list of all items delivered, with information of the respective numbering mentioned in the preceding paragraph.
- 4.3 Unless any indication specified in the Purchase Order and PC, any and all packaging must preserve the equipment from any deterioration, according to its normal storage form, for a period of 6 (six) months.
- 4.4 JDC reserves the right to postpone the shipment of part or all of the goods. In this case,

the SUPPLIER will ensure your storage and protection in your premises and will be responsible for the goods with pending delivery, assuming the storage expenses for a period of 3 (three) months from the specified delivery date.

5. EXPEDITION

- 5.1 The delivery must be communicated to the JDC promptly, by packing slip, deeming all deliveries and indicating the date of shipment, the number of volumes, dimensions and weights. A copy must be inserted into all packages.
- 5.2 The supplier's liability may be invoked if, during transport or storage operations, the goods ordered deteriorate because of packaging or protections unto the nature of the goods, the means of transport or storage conditions.
- 5.3 All risks of transport and conservation of goods will be at the behest of the SUPPLIER until the time of delivery at the place indicated in the Purchase Order, unless any other particular condition duly expressed in the order.

6. SUPPLY AND PLACE OF DELIVERY OR EXECUTION OF SERVICES

- 6.1 The delivery of the goods or performance of the services shall take place in strict accordance with the instructions of the JDC, whether they have been established in Purchase Order or transmitted separately. JDC shall have the right to change its delivery instructions at any time, until the date of shipment of the goods by the SUPPLIER, provided that date has been previously communicated to JDC.
- 6.2 JDC is not obliged to accept goods that do not comply with or fulfil the specifications or purposes set out in the Purchase Order. Whether they do or do not comply with
- 6.3 The SUPPLIER is responsible for all costs related to compliance with all applicable legislation, regulations and controls relating to imports and exports, including obtaining import and export licences, for the payment of all applicable duties and fees, and for obtaining any and all necessary authorizations to deliver the goods or provide the services.

7. DEADLINES

- 7.1 The supplier's compliance with the deadlines set for delivery and/or provision of services is mandatory and is an essential condition of the contract.
- 7.2 Failure to comply with the time limits, when attributable to the SUPPLIER, constitutes the JDC in the right to resolve the contract with immediate effect and may require the SUPPLIER, as a Criminal Clause, the amount that may be established in the PC, or other amounts that are due in general terms by the aforementioned non-compliance if no value of the criminal clause is established.
- 7.3 The acceptance of the good and/or provision of service outside the agreed period does

not imply the waiver of compensation, penalty or recourse to judicial remedies if the injury is considered relevant.

- 7.4 If the SUPPLIER cannot demonstrate that they are in a position to repair, in good time, the materials and equipment that do not comply with the Purchase Order, these may be rejected in whole or in part, incurring the SUPPLIER in the obligation to indemnify JDC for all damages arising therefrom.
- 7.5 To the extent that they are established for the delay of the performance, the application of the penalties provided 7.2 does not relieve the SUPPLIER of the obligation to comply with the contract.

8. PROVISION OF SERVICES

- 8.1 If the order is objected to or includes the provision of services by the SUPPLIER, the SUPPLIER undertakes, declares and warrants to JDC that:
- 8.1.1 the services shall be provided in strict accordance with the Purchase Order and all applicable legislation, complying with any other requirements that JDC notifies, including policies relating to the JDC facilities where the services are to be provided;
- 8.1.2 The services will be provided by qualified and trained personnel with due commitment and diligence and within as high a quality standard as JDC can reasonably expect in all circumstances.

9. ACCEPTANCE OF GOODS AND/OR PROVISION OF SERVICES

- 9.1 Goods/services shall only be deemed accepted by JDC when JDC has set a time limit to inspect them after delivery and/or supply or after any latent defect has become noticeable.
- 9.2 The inspection or testing carried out by JDC, before or after delivery of the goods, the signature of any consignment slip or any other document proving the physical receipt of any goods shall not be deemed to be sufficient proof of acceptance or approval of the goods, nor as a waiver of JDC's rights to cancel or return all or any part of the goods where it is determined that they are defective or not in conformity with the Purchase Order.

10. FORCE MAJEURE

- 10.1 When a fact occurs as a case of force majeure that prevents the punctual fulfilment by the JDC or SUPPLIER of the obligations to deliver the goods and/or the provision of services within the established time limits, the deadlines for such compliance shall be delayed for the period corresponding to the impediment resulting from force majeure, without prejudice to the fact that they are made every possible effort to minimize their

consequences.

- 10.2 The case of force majeure means any unforeseeable and insuperable event beyond the control of JDC or SUPPLIER and which prevents, in whole or in part, definitively or temporarily, the fulfilment of obligations.
- 10.3 In particular, they may be of force majeure nature: the declared state of war or not, rebellion or riot, natural disasters such as fires, floods, earthquakes, prolonged communications cuts, power failures or fluctuations and strikes.

11. SUBCONTRACTING

- 11.1 Unless otherwise agreed by JDC, the SUPPLIER may not;
- a) subcontract to third parties, in whole or in part, the supplies/provision of services contracted by JDC;
 - b) transfer part or all of the Purchase Order;
 - c) Set up a company, consortium or group of any kind to carry out the realization of the Order Note.
- 11.2 In cases where subcontracting is permitted, the SUPPLIER undertakes to provide JDC with the full identification of the subcontractor, 48 hours in advance, prior to the beginning of the Purchase Order.
- 11.3 The SUPPLIER shall keep this information up to date with JDC's Quality, Environment and Safety Services.
- 11.4 If from the order execution arises, expressly, the need to resort to subcontracting, the SUPPLIER is entirely responsible for the execution or supply of the entire order.
- 11.5 For machinery and work equipment, the SUPPLIER shall submit the maintenance records, safety declaration of conformity and EC declaration of conformity.
- 11.6 Given the JDC's written agreement according to 11 shown above, the SUPPLIER shall ensure that the supplies entrusted to its subcontractors are made, and shall be solely liable to JDC for the correct execution of the Purchaser Order.

12. INSURANCE

- 12.1 The SUPPLIER will take and maintain, at its own expense, insurance policies that are appropriate to ensure the coverage of all risks arising from the obligations and liabilities contracted, in particular, insurance of accidents at work and occupational diseases of all personnel assigned to the provision of service, liability insurance resulting from the use or ownership of vehicles, machinery and cars and light or heavy liability and extra-contractual liability insurance, constituting the obligation to present JDC with proof of the existence and/or maintenance of such insurance.

13. CONFIDENTIALITY

- 13.1 All studies, plans and documents, such as drawings, reports, calculations, descriptive memories and other similar, transmitted to the SUPPLIER, remain the property of JDC, and the former is obliged to keep confidential about them.
- 13.2 The SUPPLIER and its employees and/or collaborators undertake to keep under strict confidentiality all information that they have or that will have access due to their commercial relationship with JDC, including all those transmitted before the preparation of the Purchase Order.
- 13.3 The obligation of confidentiality shall not apply to information that is or will become in the public domain other than through the act or omission of the SUPPLIER, or its employees and/or collaborators.
- 13.4 The obligation of confidentiality shall remain in force even after the supply of the ordered goods and/or services.

14. DATA PROTECTION

- 14.1 In addition to the obligation of confidentiality, the SUPPLIER also undertakes to preserve the confidentiality and integrity of all personal information, both from JDC and its collaborators, to which it has access as a result of professional relations with JDC.
- 14.2 THE SUPPLIER may not sell, rent, distribute, or otherwise make available to any third party, except in cases where it needs to share information for the fulfilment of the professional relationship with JDC.
- 14.3 The treating of personal data should always be restricted to what is strictly necessary for compliance with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).
- 14.4 If it is necessary to transmit personal information to third parties, the SUPPLIER must ensure that the transfers of data are carried out in strict compliance with the applicable legal standards and in force, under penalty of compensation for the damage caused. Upon written request from JDC, the SUPPLIER shall return all documents and records and copies thereof containing information and/or personal data to which it has had access due to the contractual relationship. If the SUPPLIER loses the information and/or personal data, or part thereof, it will immediately notify JDC, without prejudice to any compensation for the damages suffered.

15. INTELLECTUAL PROPERTY

- 15.1 The SUPPLIER warrants that its activity in the execution of the Purchase Order will not imply the violation of any intellectual property rights of third parties.
- 15.2 The SUPPLIER undertakes to indemnify JDC for all damages or costs arising from actions or procedures due to the use, holding or sale of the materials or equipment provided in

the execution of the Purchase Order and, as well as, for infringement of intellectual property rights including expenses resulting from such actions and/or procedures.

- 15.3 The obligations resulting from the direct or indirect use of know-how, patents, utility models, designs, including those relating to the obtaining, from their owners, of the necessary authorizations and those inherent in the payment of the corresponding charges, shall be borne exclusively by the SUPPLIER, which shall be considered as sole responsible in the event of any legal matter arising therefrom, as well as for any claim arising from the infringement or allegation of infringement of those rights.
- 15.4 THE SUPPLIER may not invoke any personal rights concerning intellectual property rights in order to prevent the fulfilment of the obligations for him under the Purchase Order.

16. JDC's MATERIAL

- 16.1 Any material entrusted to the SUPPLIER by JDC for the purpose of study and execute the Purchase Order, namely drawings, tools, moulds, equipment, raw materials, etc., will invest the SUPPLIER in the legal obligations of a loyal depositary of such materials, obliging its restitution under the conditions in which it has been received and as soon as it is requested.
- 16.2 The SUPPLIER is also responsible for the loss or damage to the items provided by JDC. It will bear all costs of replacing lost or damaged items and all damage caused to JDC by such loss/damage.
- 16.3 All execution projects, written or drawn parts, final screens, drawings, software, studies, reports or any other intellectual creations prepared by the SUPPLIER under and pursuant to the Purchase Order, as well as all respective intellectual property rights in them shall be the property of JDC for all purposes, and may be extinguished contractual relations between JDC and the SUPPLIER, freely modified by JDC.

17. PRICE

- 17.1 Unless otherwise agreed by a written agreement, the price of goods/services includes their packaging and all expenses relating to cargo, shipping, transportation and insurance, charges, fees, taxes, obligations, permits, import duties, customs duties and any other costs.
- 17.2 The agreed prices are always final prices and may not be the subject of any claim/change by the SUPPLIER.

18. COMPETITIVENESS

- 18.1 If during the term of the contract, JDC finds, in whole or in part, another solution covering the purchase of goods and/or services subject to Purchase Order, with more favourable conditions, namely price and quality, it has the power to request the SUPPLIER to review

the contract in force to the extent necessary to match the best market conditions.

19. INVOICES

- 19.1 Payment of the goods and services supplied shall be made upon acceptance of the goods and services, after the presentation and approval of the respective invoice.
- 19.2 Invoices must be sent in duplicate to the billing address indicated in the Purchase Order, addressed to JDC's financial services.
- 19.3 The invoice, in addition to a description of the goods and services provided, shall identify the number of the Purchase Order, the packing slip of the goods to be supplied, the number of volumes, dimensions and weights, as well as all other obligations provided for by Law.
- 19.4 Unless expressly derogatory, only one order will appear on each invoice, even if several have been sent together.
- 19.5 In the event in which the invoice does not comply with the requirements set out in the preceding numbers, JDC reserves the right to return it, only being considered as received by the financial services on the date of validation of the version that is shown in accordance with the stipulated.
- 19.6 If the good provided requires the need of a Certificate of Conformity, warranty or other legally enforceable document and if it is not delivered with the good, the payment period will only begin to count after receipt of the missing document, regardless of receipt of the invoice.

20. TERM AND MEANS OF PAYMENT

- 20.1 The maturity of invoices for purchase of goods and/or services corresponds to that agreed with the SUPPLIER and is counted from the date of validation of the invoice received or the date of delivery of the materials and/or services, if this is later.
- 20.2 JDC will make payments by bank transfer, by check or by another method of payment agreed with the SUPPLIER.
- 20.3 Full compliance with the supply obligations, the possible availability of documents, the delivery of any financial guarantees and, as well as the fulfilment of other material contractual obligations, in the exact terms and conditions outlined in the Purchase Order and PC is an indispensable condition for the payment of invoices.
- 20.4 Any claim, sanction or legal penalty against JDC by its customers, related to the scope of the Purchase Order, may result in withholding payments until:
 - a) The SUPPLIER accepts these claims, sanctions or legal proceedings;
 - b) The legal process or procedure is concluded without consequence or any obligation to the JDC;
 - c) The SUPPLIER has fulfilled all its obligations under the Purchase Order.

21. WARRANTY

- 21.1 The SUPPLIER undertakes, declares and warrants to JDC that the goods/services provided:
- a) will be accompanied with precise, complete and understandable instructions regarding the treatment, assembly, use and/or storage of the goods;
 - b) will comply with the specification and any instructions from the JDC, or will meet the requirements of the Purchase Order;
 - c) shall be of satisfactory quality, free of defects and appropriate to their purpose (whether this purpose is implicitly or expressly defined in the Purchase Order);
 - d) They shall be exempt from design/performance defects and other defects inherent in their nature;
 - e) Comply with all applicable legislation;
 - f) They will be in strict compliance with quality, quantity and description with any samples supplied for the purpose of issuing Purchase Order.
- 21.2 Unless otherwise provided by law or written agreement, the warranty period for the goods and services shall be at least 24 months from the date of acceptance of the goods purchased and/or the provision of the services.
- 21.3 During the warranty period, the SUPPLIER undertakes to correct, repair or replace, at your own risk, all materials, equipment or services, or the part thereof that is necessary, that present errors, failures, deficiencies, malfunctions and/ or incompatibilities with any technical specifications or standards and legal rules in force, providing the JDC with a detailed report of occurrence, supporting all indirect costs with transportation expenses, labour, travel, stay, meals, etc.
- 21.4 Repair or replacement of defective elements implies the start of the new warranty period count.
- 21.5 JDC can perform the necessary reparations, modifications or replacements carried out at the supplier's own risk if the supplier's response is inadequate or outside the necessary time frame, notifying him to make the payment or, alternatively, discounting the inherent charges in payments due to the SUPPLIER.

22. QUALITY CONTROL

- 22.1 The goods and/or services provided will be subject to JDC's quality control, which will notify the SUPPLIER of any defects and/or defects found, and the SUPPLIER undertakes to ensure the quality standards required by JDC.
- 22.2 In order to be able to carry out, in the context of the supply, the SUPPLIER will give JDC representatives free access to its facilities, whenever it deems it convenient, and JDC may be accompanied by the final customer. JDC shall have the right to refuse any materials or manufacturing processes that do not agree with the clauses set forth. This supervision, or its lack, does not diminish in any way the liability of the SUPPLIER in

accordance with these PGC.

- 22.3 Without prejudice to the provisions of these PCG as to the acceptance and refusal of the invoice/Purchase Order, the SUPPLIER also undertakes before the JDC to correct, at its expenses, all defects, non-conformities and errors related to the goods and services subject to the Purchase Order under conditions that it will consider satisfactory.
- 22.4 Whenever situations are found in which the goods/services, are defective or are not in conformity with the Purchase Order, JDC has the right to not make the payment of them until the situation is normalized, and the SUPPLIER is obliged to replace them bearing all expenses related to their return and replacement.
- 22.5 For the purposes of the preceding paragraph, the SUPPLIER shall inform JDC of the period within which it will dispatch the repaired/replaced goods and/or repair the defects.
- 22.6 If, on the date mentioned in the above communication, the repaired/replaced goods are not delivered to JDC's premises, JDC may purchase the goods from another SUPPLIER, and the defaulting SUPPLIER is responsible for the price difference if any, and JDC may also be reimbursed for all losses caused by the aforementioned faults.

23. LIABILITY

- 23.1 The SUPPLIER is responsible for any charges, costs or compensation arising from damage caused to third parties due to defects or defects in the goods supplied and/or services provided to JDC, even if they have not been found through the quality control carried out by JDC.

24. RESOLUTION

- 24.1 JDC has the right to resolve in whole or in part the contract for the purchase of goods and/or services at any time and without any obligation to indemnify, namely, in any of the following cases:
- a) If the deliveries made are not in accordance with the specifications of these PGC, the Purchase Order, PC and/or other contractual documents;
 - b) If the goods or materials delivered do not meet the samples or specifications submitted by the SUPPLIER for JDC approval;
 - c) If the delivery times, total or partial, provided for in the Purchase Order, are not met by the SUPPLIER for no justified reason and accepted by JDC;
 - d) If doubts arise as to the rights of the SUPPLIER in the materials, equipment or services provided, to its right to patents, trademarks, models and designs;
 - e) Non-compliance with PGC, PC or Purchase Order;
 - f) Contractual breach by the SUPPLIER that, being remedied in JDC's understanding, is not corrected by the SUPPLIER within the time limits set by the SUPPLIER;
 - g) Entry into dissolution proceedings, voluntary or compulsory liquidation or in any

- judicial or extrajudicial proceedings, clearance of the liability of the SUPPLIER, namely insolvency or creditors' agreement;
- h) Cessation, in whatever way, even if only the termination of the activity of the SUPPLIER;
 - i) Occurrence of any other causes of resolution provided for in the contract.
- 24.2 The resolution will always be communicated to the SUPPLIER by registered letter with an acknowledged receipt, producing its effects from the date of receipt of the same.
- 24.3 If the resolution covers only part of the order, JDC will only be responsible for the payment of the accepted and already delivered goods or services, without the SUPPLIER noting any right of compensation for the party affected by the resolution. In addition, given the possible need to remove elements or reposition the sites, all costs involved will be supported by the SUPPLIER.
- 24.4 Immediately after the resolution is communicated, the SUPPLIER shall return, within a period of time to be agreed of, any material entrusted by the JDC, as well as all materials, studies, drawings, tools, moulds, etc., of relevance for the continuation of ongoing supplies, subject to the penalties for delay provided for in paragraph 7.2.
- 24.5 JDC shall have the right to terminate the contract if the final client suspends the order; in this case, JDC will pay the SUPPLIER for the accepted goods already delivered.
- 24.6 All payments received by the SUPPLIER relating to materials, equipment or services that do not comply with the Purchase Order will be refunded to JDC, committing the SUPPLIER to make the refund within thirty (30) days from the date of the contract resolution.
- 24.7 JDC reserves the right, at the date of resolution, to trigger any bank guarantees for its benefit.

25. JURISDICTION

- 25.1 These GCCs are governing the legislation in force in Portugal.
- 25.2 For issues arising from the interpretation, application, integration, fulfilment or non-compliance with the contract for the purchase of goods and/or services, the jurisdiction of the District of Vila Nova de Gaia shall be competent, with express waiver of any other.

26. COMMUNICATIONS

- 26.1 Unless expressly indicated by JDC to the contrary, the Purchase Order and the communications and/or notifications that must be made under the PGC will be made in Portuguese, in writing, by registered letter with acknowledged notice of receipt sent to the addresses indicated in the Purchase Order and Acceptance.