

1. DEFINITIONS

In these General Conditions of Sale (hereinafter GCS), the following terms shall have the meanings set out below:

- "Buyer": any natural or legal person with whom the Seller contracts or to whom he sells "the Products";
- "Seller": any company belonging to Jayme da Costa, which is listed in the offer to which this CGV applies.
- "Product(s)": Means the products, or part thereof, which are the subject of the contract, as described in these GCS and, where applicable, in the order confirmation made by the Seller.

"Delivery": Availability of the products under Free Carrier Conditions (FCA) Seller's facilities (Incoterms 2020).

2. GENERAL

(1) All sales of the Products made by the Seller are subject to these GCS unless otherwise stipulated. Other conditions or agreements which have not been expressly accepted in writing by the Seller shall have no legal force or effect.

2. The subscription to any order, agreement, contract, etc., signifies the Buyer's renunciation of its own general purchasing conditions and/or any other stipulation, and acceptance of this GCSB.

3. All orders must be in writing and are subject to the Seller's express approval.

4. These GCSB shall be deemed to have been communicated to the Buyer from the moment he has received the Seller's offer accompanied by these GCSB.

5. Should the competent Courts declare any provision of these GCSB void, this will not affect the remaining provisions of these GCSB, which will remain in force. In such a case, the parties will negotiate and try to agree on the text of an alternative article, replacing the revoked provision, and whose intentions and content are as similar as possible to this one.

3. PRICE

1 All prices are net, not including any type of tax, VAT, duties or fees, which will be subsequently reflected on the invoice with the corresponding rates. Unless otherwise agreed in writing between Buyer and Seller, supply prices do not include the costs of transportation, loading and unloading, insurance, customs which are effected at Buyer's risk and expense, and will be subject to an additional charge on the selling price.

2. Unless otherwise provided in the offer, in the event that there are offers prior to an order, the prices offered are valid for 2 (two) weeks, and in this period are considered fixed at the payment terms specified in the offer.

3. All orders must be in writing and are subject to the Seller's express approval.

4. PAYMENT CONDITIONS

1. Unless otherwise agreed in writing, payment for all orders placed, shall be made in advance or by irrevocable and confirmed documentary credit, all at the Seller's discretion and satisfaction.

2. All invoices issued by Seller shall be deemed approved and conforming unless Buyer shows its disagreement in

writing to Seller within seven (7) days after receipt thereof.

3. In the case of partial deliveries, the Seller shall be authorised to invoice and require payment for each partial delivery and to issue partial invoices, and the Buyer shall be obliged to pay such invoices in accordance with these GCS.

4. The date of payment shall be the day on which the Seller receives the payment.

5. If the amount due has not been paid on the established payment date, the Buyer shall pay to the Seller, without any demand and from the due date for payment, the corresponding late payment interest of 1.5% per month, and all this without prejudice to any other right that corresponds to the Seller, including the right to recover any judicial and/or extrajudicial costs it may incur to recover the amounts due. Payment of such interest shall not relieve the Buyer from the obligation to make the remaining payments on the agreed terms.

6. The payment term is an essential condition, therefore, if the Buyer does not fulfil its payment obligations, fails to pay on time or in full, the Seller is authorised to suspend any commitment or obligation under the Contract until the Buyer fulfils its obligations, or even terminates the Contract, and all this without prejudice to the Seller's right to recover damages and losses suffered as a result of late performance or even non-performance of the Contract.

5. DELIVERY TIME

1. The Seller will endeavour to deliver the Products within the agreed time, which will be of an estimated and non-binding nature, without the Seller in any case guaranteeing their fulfilment.

2. The Seller may make partial deliveries in accordance with a partial acceptance by the Buyer and invoice the supplies partially, unless the Buyer, having regard to the interests of both parties, cannot make a partial acceptance within what it considers reasonable.

3. In case of delay in delivery of the equipment and materials subject to the order directly attributable to the Seller, the Buyer shall apply the penalty previously agreed with the Seller, this being the only possible compensatory action due to the delay and without this being allowed to exceed 5% of the total value of the delayed Product.

4. Unless the Seller's delay can be proven to result from gross negligence, the Purchaser may not refuse to supply the Products, suspend performance of its obligations, especially that of payment, or request termination of the contract

6. TRANSFER OF TITLE AND RISKS

1. Unless the contract states otherwise, the terms of delivery shall be on a Free Carrier (FCA) basis Seller's premises (Incoterms 2020).

2. The Buyer will inform the name of the carrier within ten (10) days of the Seller's approval of the order. Seller will in turn notify Buyer of the availability of the Products at its Facilities as soon as they are ready to be loaded onto the means of transport designated by Buyer, within the delivery time.

3. If, the Goods being manufactured and ready for delivery, the date of their delivery is delayed or suspended due to causes not attributable to the Seller

or force majeure, the following consequences shall occur from the time when the Goods should have been delivered, notwithstanding that the Buyer and the Seller may agree other conditions by written agreement:

- a. The risk of the Products shall be transferred to the Purchaser.
- b. The counting of the warranty period of the Products shall commence.
- c. The price of the Products shall be deemed due and payable, and the Purchaser shall immediately pay the Seller the invoice issued for this purpose.
- d. In no event shall the Seller be liable to be penalised for delay or liable for damages arising from the delay.
- e. The Seller shall be authorised to store the Goods at the Purchaser's risk and expense, charging the Purchaser, for storage costs a minimum of 0.5% of the invoice value for each week or fraction thereof.
- f. Exceeding the period of one (1) month after the date on which payment is due without payment having been made, the Seller may reasonably dispose of the stored Products not removed by the Purchaser without the necessity of notifying the Purchaser thereof to recover the expenses and losses which the Seller may have incurred, and all without prejudice to the payment obligation incurred by the Purchaser.
- 4. The Seller expressly reserves ownership of the Products, which shall remain its property until the Purchaser makes full payment of the agreed price. If the Purchaser files for bankruptcy, or a similar procedure, he shall refrain from including the said Products in his assets and inform the Seller immediately.
- 5. The Purchaser shall refrain from any act of alienation, assignment, or encumbrance in any manner whatsoever in respect of the Goods while any quantity supplied is pending payment. If the Buyer proceeds to sell the Goods, the Seller may claim payment from the new Buyer, even if it has been incorporated into other goods.

7. RESOLUTION

- 1. The Purchaser shall not be entitled to terminate the Contract except after payment to the Seller of all amounts due up to that time, including those not due, as well as any damages which the Seller may suffer.
- 2. In cases where the Buyer fails to perform any of its obligations or there is reasonable doubt as to the performance of its obligations, the Seller shall be authorised to proceed with the termination and rescission of the Contracts. It shall also be authorised to recover its ownership in the Products, and all this without prejudice to the Seller's other rights, in particular the right to collect all damages and losses suffered, including all judicial and extrajudicial costs.

8. GUARANTEES

- 1. Seller warrants all Products supplied for a period of twelve (12) months from notification that the supply is available for loading by Buyer, and provided that the claim has been notified in writing to Seller within forty-eight (48) hours of being detected or when they should have been detected.
- 2. The Buyer shall demonstrate that the faults or defects arose solely as a direct consequence of errors or lack of due diligence on the part of the Seller.

3. The warranty consists solely and exclusively in the repair or replacement (at the Seller's choice), within a reasonable time, of the Products which have been found to be defective, whether due to defect in material or workmanship.

4. It is understood that repairs are carried out at the Seller's factory and that dismantling, packing, loading, transport, customs, taxes, etc. arising from the shipment of the defective material to the Seller's factory are at the Buyer's expense.

5. The Purchaser undertakes to accept the replaced or repaired Products and in no event shall the Seller be liable to the Purchaser for more than the value of the Product supplied, for any type of loss or damage because of the initial supply, or delays in the deliveries of the replacement or repaired Products.

6. The repair or replacement of a defective element does not alter the commencement date of the warranty period of the Products supplied. The repaired or replaced Products will have a warranty, from its repair or replacement, equal to the period that will remain of the defective or replaced Product until it meets the deadlines stipulated in this GCS.

7. As an exception to the warranty described above, where the Products delivered have not been manufactured by the Seller, the Seller shall grant to the Buyer the same warranties that the Seller would have received from the corresponding manufacturer, except the warranty that their use does not infringe any third party intellectual or industrial property right or patent, which cannot be deemed to be granted by the Seller.

8. This warranty does not cover damage, defects and/or malfunctions that are a consequence of:

- a. Environmental conditions (e.g., humidity, ventilation, temperature, atmospheric salinity, seismic movements, ...) whose parameters differ from the conditions established by the applicable international electrotechnical standards, as defined in the technical-commercial documentation of each Product
- b. Improper, erroneous or negligent storage, loading, unloading and/or transport conditions.
- c. Repairs, modifications, manipulations, or changes to the Products carried out by personnel outside Seller's organization.
- d. Incorrect assembly, installation, connection and/or wiring of the Products (whether mechanical, electrical or communications), as well as improper configuration of user settings and/or configurations by the Buyer or third parties outside the Seller's organisation.
- e. The lack of commissioning, or performed by technical personnel not qualified, or not authorised by the Seller.
- f. Improper or negligent handling or misuse of the Products
- g. The lack of maintenance in accordance with the maintenance instructions indicated by the Vendor. In this respect, where the Product so requires, the Seller shall provide the Buyer with the necessary information and documentation, including the operating manual, to perform its duties.
- h. Variation in the quality of the electric power supply (voltage, frequency, ...), overvoltage and/or disturbances caused by switching, short-circuits or

operation of installation elements external to the Products.

9. RESPONSIBILITY

1. The Seller's liability for claims arising from the performance or non-performance of its contractual obligations shall not exceed in aggregate the price of the defective Product causing the damage or injury and shall in no case include indirect or consequential damages that may arise because of the supply, indicating illustratively, but not limited to, loss of production, loss of profit, downtime costs, etc. In no event shall the Seller be liable for indirect or consequential damages that may arise because of the supply, indicating illustratively but not limited to loss of production, loss of profit, downtime costs, breakdowns of the Products or other parts or equipment other than the Products, of the Buyer or third parties, accidents at work or suffered by third parties, accidents and incidents against the Environment, etc.

2. The limitation of liability contained in this clause shall prevail over any other contained in any other contractual document contradicting the foregoing, unless such provision further restricts the Seller's liability.

10. INTELLECTUAL PROPERTY

1. The intellectual and/or industrial property of the Seller's brand, the offer, the information attached thereto, the Products as well as the elements, plans, drawings, "software", etc., incorporated in or related to them, belong to the Seller, whereby their use by the Buyer for purposes other than the completion of the order, as well as their total or partial copying or assignment of use in favour of third parties, without the express prior consent of the Seller, is expressly forbidden.

2. All intellectual and industrial property rights arising from and/or relating to data and/or documents supplied or prepared by the Seller shall continue to be held by the Seller, unless otherwise agreed, not granting the Buyer any kind of right or licence in relation to the information or material transmitted.

3. The Buyer may not, without the Seller's prior written consent, modify, alter, obscure or omit the trademarks or trade names on the Products.

4. The Purchaser undertakes to inform the Seller of any infringement of the Seller's trademark or trade names or other Intellectual and Industrial Property Rights or of any unfair competition action of which it becomes aware. The Buyer undertakes to assist as far as possible in relation to legal action by the Seller.

11. CONFIDENTIALITY

1. Buyer undertakes not to disclose to third parties documents, data, technical knowledge or any other information it has received from Seller (communicated in writing, verbally, electronically or by other means, whether directly or indirectly) without Seller's prior written consent, and to use such Confidential Information solely for the purposes set out in these GCS.

2. This obligation shall remain in force for a period of five (5) years after delivery of the Products.

12. PURCHASER'S DRAWINGS AND DESIGNS

1. Where and whenever Buyer specifies the Products in writing with a specific design, data or manner of manufacture, Seller shall execute such specifications if Seller has accepted them in writing. In other cases, the

Seller may modify the Products, provided such modifications are not substantial or provided such substantial modifications have been agreed with the Buyer, in which case such modifications shall not constitute a breach of contract or entail any liability for the Seller.

2. The Seller shall not be liable for any failure to perform or defective performance of the Products if it is a consequence of errors, incompetence or other inaccuracies in the data, in the broadest sense, supplied by, or on behalf of, the Purchaser.

3. The examination of such data by the Seller shall in no event limit the liability of the Purchaser unless the Seller specifically accepts such liability in writing.

4. The Buyer shall indemnify the Seller for all costs, damages and losses of any kind that are generated as a consequence of the manufacture of the Product in accordance with the technical characteristics and information provided by the Buyer, or where there is an infringement of patent, trademark or model industrial and intellectual property.

13. TECHNICAL INFORMATION

1. The scope of supply and characteristics of the Products will be defined in the order confirmation.

2. Weights, dimensions, capacities, technical specifications, features and configurations referring to Seller's products included in catalogues, brochures, leaflets and technical literature are for guidance and not binding, except where expressly accepted by Seller.

14. USE OF PRODUCT BY BUYER

1. Buyer shall be solely responsible for and undertakes to indemnify Seller for any damage or loss that Seller may incur because of using the Products in a manner other than the instructions given by Seller or for the purpose other than that for which the Products were supplied.

2. The Buyer warrants to the Seller:

a. That it will comply with all legal requirements or demands, or authorisations from public bodies relating to the Products and the applications to which the Products are subject,

b. That while the Products are in its possession or under its control, the Buyer will comply with such requirements,

c. That it will ensure that any Purchaser of the Goods will also comply with such requirements, and

d. that the Purchaser will indemnify the Seller against any liability arising out of or in consequence of the breach of such requirements.

15. ASSIGNMENT OR SUBROGATION

1. Seller shall be authorized to subcontract to a third party the performance of all or part of the Products, and to transfer all or part of its rights and obligations, including the appointment of a substitute third party in the performance of its obligations.

2. The Buyer shall not be authorised to transfer the contract or rights and obligations arising from it to a third party without the Seller's written consent

16. INSOLVENCY

1. In the event of the Buyer being declared insolvent, suspension of payments, insolvency, controlled administration or similar; dissolution, liquidation or transfer, of all or part of its assets, the Seller may proceed to terminate and rescind the contracts by written notice, without prejudice to such other rights as may assist the Seller, such as recovery of all damages and losses incurred, and payment by the Buyer to the Seller of all amounts due or outstanding which shall be deemed to be due and payable in that act.

2. If the Purchaser is found to be in any of the premises in point 1 above, he will refrain from including the above mentioned Products in his assets, and will immediately inform.

17. EXPORT LIMITS

1. In the event that any of the Products supplied by the Seller are subject to export control regulations, the Purchaser shall refrain from exporting such Products directly or indirectly without the Seller's prior written consent.

2. The Buyer shall indemnify and hold the Seller harmless from all liability for any claim, loss, cost and/or damage arising out of or in connection with any breach of the export control regulations applicable to the Products.

18. ANTI-CORRUPTION MEASURES

1. The Purchaser undertakes that at the date of signing the agreements, contracts, etc., neither it nor its employees will have offered, promised, delivered, authorised, requested or accepted any undue advantage, economic or otherwise (or suggested that they will or may do so at some future time) relating in any way to the above agreements, contracts, etc. which are of application in these GCSB and that they will have taken reasonable steps to prevent them from doing so by subcontractors, agents or any other third party who is subject to their control or determining influence.

2. The Buyer always undertakes in relation to the Agreement, and throughout its term and thereafter, to comply with and take reasonable steps to ensure that its subcontractors, agents or any third party subject to its control the obligations set out in this clause.

3. The Buyer shall always prohibit the following practices and in any manner:

- i. Bribery;
- ii. Extortion or instigation of crime;
- iii. Trafficking in Influence.

3. If the Seller, as a result of the right to conduct a contractually agreed audit of the Buyer's books of account and financial records, or otherwise, provides evidence that the Buyer has participated in a material or repeated breach of the obligations set out in this clause, it shall notify the Buyer and require the Buyer to take the necessary remedial action within a reasonable period of time and to inform it of such action.

4. Seller is a member of the Global Compact Network Portugal (GCNP), a network of organizations that, in Portugal, represents the United Nations Global Compact. This initiative encompasses Ten UN Global Compact Principles, related to Human Rights, Labour Practices, Environmental Practices and Anti-Corruption, disseminated to the Buyer through this document.

19. FORCE MAJEURE

1. Force majeure (hereinafter, "Force Majeure") shall mean any circumstance beyond the control of Seller which prevents, temporarily or permanently, the performance of all or any of Seller's obligations to Buyer, regardless of whether or not these circumstances were foreseen at the time of the conclusion of an order, agreement, contract, etc., such as, and without limitation: governmental action, rejection, revocation or cancellation of permits, business closure, forced closure of all or part of the business, epidemics, pandemics (such as virus whose contagion is widespread in the jurisdiction of either party, such as SARS, MERS, Covid-19, etc.), war or threat of war, fire, transportation problems, accident, labour disturbances, personnel shortage, embargoes, temporary or permanent non-delivery of samples, non-provision of services by third parties without regard to its cause, defects and/or malfunctions of materials, machines, systems and/or software and hardware, absence or lack of material with which the Products are manufactured.

2. If the Seller is prevented in whole or in part from performing its contractual obligations by reason of Force Majeure, the performance of the affected obligation(s) shall be suspended, without any liability on the part of the Seller, for such period as may be reasonably necessary in the circumstances.

3. When a cause of Force Majeure occurs, the Seller shall notify the Buyer as soon as possible, stating the cause and the foreseeable duration.

4. If the effects of the cause of Force Majeure extend over a period of more than three (3) months and the Seller is unable to deliver the Product, it may, at its own discretion, either extend the period of delivery during the period of Force Majeure or terminate the Contract, as well as demand payment for the partial delivery made, without being obliged to pay any damages or compensation to the Buyer.

20. NOTICES

1. Any notice related to this contract shall be given in writing in Portuguese, the official language of the contract, and shall become effective 24 hours after it is sent by registered mail to the registered address of the parties.

21. LAW AND COMPETENT COURTS

1. The disputes that may arise deriving directly or indirectly from this GCSB, the parties will try to resolve them by negotiating in a fair manner and in good faith.

2. Should it not be possible for the parties to reach an amicable agreement under the terms of the preceding paragraph, any disputes that may arise, including any matter relating to the existence, validity or termination of the agreements covered by these GCSB, shall be subject to the exclusive jurisdiction and competence of the Judges and Courts of the city where the Seller's head office is located, without prejudice to the Seller's right to initiate any judicial proceedings in any other competent jurisdiction.