

**1. GENERAL**

These General Terms and Conditions of Purchase shall govern any purchase order made by AQUINOS group (direct or indirect affiliate or subsidiary company of AQUINOS) as defined hereunder.

Any conditions of sale enclosed with the supplier's offer or the supplier's confirmation of an order do not apply even if we do not expressly object to them. Payments or acceptance of services by us do not mean any acknowledgement of any sales or delivery conditions of the supplier. All other conditions apply only if and insofar as they are expressly confirmed by AQUINOS in writing.

**2. CONTRACTUAL DOCUMENTS**

All Purchase Orders issued by AQUINOS Group are governed exclusively by the General Terms and Conditions of Purchase and the Specific Terms and Conditions of Purchase expressly referred to in the Purchase Order.

In case of discrepancy between the particular conditions of the Purchase Order and the General Terms and Conditions of Purchase, the particular conditions of the Purchase Order shall prevail.

Purchase orders (or related amendments) and agreements are binding only if they are issued or confirmed in writing by our purchasing department. Purchase orders and/or calls for delivery shall be deemed accepted unless the supplier objects in writing within three business days from the date of order receipt. Delivery schedules may also be arranged via others contact services such as: email, phone

Services/deliveries rendered without a written purchase order do not put AQUINOS under any obligation, and no payment will be made even if services are rendered on request of our employees. These General Conditions of Purchase apply to all purchase orders.

Any amendment of the Purchase Order should be confirmed and agreed by both Buyer and Seller.

These General Conditions of Purchase become an integral part of the contract once a purchase order is accepted.

Seller should provide his Banker's informations for payments and must anticipate any banking details change.

**3. PRICES**

The agreed prices include storage, handling, packaging, freight, insurance, transportation, and all other expenses, costs and charges of Seller, unless otherwise agreed.

Prices are not subject to increase, including, but not limited to, any increase based upon changes in raw material, changes in design, processing, methods of packing and shipping, date or place of delivery. Unilateral price changes are not permitted, any change in price must be agreed by AQUINOS

**4. DELIVERY (time, quantity and local)**

Time and quantities are of the essence of the Purchase Order. Seller expressly agrees to deliver the quantities fixed in the Purchase Order at the time and location specified in the Purchase Order.

Seller shall immediately inform AQUINOS of any situation that could jeopardize the time schedule set in the Purchase Order. Such notification does not discharge Seller of its obligation to deliver at the time specified in the Purchase Order. Seller shall pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller shall pay any costs incurred by AQUINOS, including costs charged by AQUINOS's customers to AQUINOS, as a result of Seller's failure to comply with shipping or delivery requirements.

AQUINOS is not obligated to accept partial, excess, early, or late deliveries. A tolerance of +/-5% in terms of quantity is accepted by AQUINOS, unless otherwise agreed.

The seller is responsible and bears the risks and costs associated of a safe delivery of the goods to a named destination, paying all transportation, customs clearance expenses and duties (unless otherwise agreed).

**5. QUALITY**

Seller shall carry out and maintain effective quality assurance measures. Seller shall use a quality management system in accordance with EN ISO 9001 or with any other applicable or relevant quality standards, as the case may be and follow the "Supplier Manual"

At AQUINOS's request, Seller shall promptly provide AQUINOS with proof that the quality requirements set forth above are met.

In case of non-conformities that compromise the quality of a material AQUINOS sends a complaint report with all relevant information. If no answer is given by the Seller, within 30 days, AQUINOS waives the right to proceed to the destruction of the claimed material with the issuance of the respective debit note.

Seller shall pay any costs incurred by AQUINOS, including costs charged by AQUINOS's customers to AQUINOS, as a result of Seller's failure to comply with quality requirements.

**6. INSPECTION**

AQUINOS shall be entitled to enter any facility of Seller during reasonable business hours to inspect the facility, goods, materials, equipment, and any other property of Seller covered by the Purchase Order in order to verify that Seller fulfils its obligations.

The costs of such inspection shall be borne by Seller.

AQUINOS's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any goods. An inspection conducted by AQUINOS does not release Seller from the obligation of testing, inspecting and controlling the quality of the purchased goods.

**7. ORIGIN OF THE GOODS**

Upon AQUINOS's request, Seller shall furnish proof of materials tests of the raw materials used, and a certificate of origin of the purchased goods.

The supplier cannot change the composition of goods supplied. Any request for change must be agreed in writing by AQUINOS.

**8. PACKAGING**

Seller shall properly pack, mark, label, and ship the purchased goods according to the requirements of AQUINOS, the carriers involved with the shipment and delivery, the transit countries, and the country of destination.

Before and at the time the purchased goods are shipped, Seller shall give AQUINOS sufficient warning in writing of any hazardous, toxic, or restricted material that is an ingredient or part of the purchased goods together with any special handling instructions that are needed to advise carriers.

Seller shall reimburse and indemnify AQUINOS for any expenses incurred as a result of improper packing, marking, labelling, or shipping.

**9. COMPLIANCE OF PRODUCTS WITH LEGISLATION, REGULATIONS AND STANDARDS**

Seller expressly warrants that all goods and services covered by the Purchase Order, including without limitation any internal and/or external components incorporated into the goods by Seller, shall conform to the specifications, drawings, samples or descriptions furnished to or by AQUINOS and/or the state of the art of industry standards in force at the time of delivery, shall conform to all laws, regulations, treaties or charters in force at the time of shipment and delivery, shall be of satisfactory quality, merchantability, and fit for the purpose for which goods of the kind are commonly supplied, shall be of good material and workmanship, merchantable, and free from any defects whether apparent or hidden.

These warranties shall survive inspection, test, acceptance, or payment of the purchased goods by AQUINOS.

Any and all services and works, performed by the Seller on AQUINOS's premises shall comply with all local, regional, national and international laws, regulations, treaties, EU regulations and directives, and AQUINOS own rules and regulations.

Without prejudice to AQUINOS's right to terminate the Purchase Contract, and to any other remedy, Seller shall reimburse and indemnify AQUINOS for all the costs and damages incurred directly or indirectly by AQUINOS as a consequence of any unfit or defective goods, including but not limited to damages to environment, property or persons caused to AQUINOS or any of its affiliate or subsidiary, AQUINOS's customers, or third party, as well as to any of their employees.

This warranty is granted for a period of two years from the date of the delivery. Seller shall immediately inform AQUINOS in writing if Seller becomes aware of any ingredient, component, design or defect in the purchased goods that is or may become harmful to persons, property or environment.

**10. WASTE MANAGEMENT**

Seller shall manage, recycle where appropriate and remove at its own expense any waste resulting from Seller's packing and delivery of the purchased goods, and shall do so in accordance with all applicable requirements.

**11. RESPONSIBLE CARE / ENVIRONMENTAL AWARENESS**

Seller undertakes to exercise due diligence and management controls to ensure compliance with safety, health, and environmental requirements relevant to the goods delivered.

As a matter of environmental awareness and related accountability Seller is responsible for any damage or injury caused to the environment during the handling and delivery of the ordered goods. Under no circumstances, Seller shall hold AQUINOS responsibility, partially or totally, and claim indemnification from AQUINOS to recover, whether partially or totally, losses suffered due to claims laid against Seller for "environmental injury".

The Seller's warranty linked to environment shall never be limited in time.

**12. CHANGES**

AQUINOS is entitled to direct changes, or cause Seller to make changes, to the design (including drawings and specifications), processing, methods of packing and shipping, and the date or place of delivery of the goods covered by the Purchase Order.

Seller shall not make such changes without AQUINOS's prior written consent.

During the performance of the Purchase Order, Seller shall not make changes to the nature, type, or quality of any services, raw materials, and goods used by Seller without AQUINOS's prior written consent.

**13. RESOURCES**

The rights and resources reserved for the AQUINOS group in these General Purchase Terms and Conditions will be cumulative and additional to all other legal resources available.

Seller will reimburse and indemnify the AQUINOS group for any incidental, consequential, or other damages, including lost profits, caused by Seller's breach of any obligations and warranties, including, but not limited to, costs, expenses and losses incurred or suffered directly or indirectly inspection, sorting, handling, reworking, repairing or replacing non-compliant goods resulting from interruptions in production, carrying out recall campaigns, field service to the customer.

AQUINOS's damages also include attorneys' fees, expenses, and other professional fees, settlements and judgments costs, as well as other administrative costs and expenses incurred by AQUINOS.

#### **14. FINANCIAL CONDITION OF SELLER**

The Purchase Contract may be terminated immediately by AQUINOS without liability to Seller if any of the following or comparable events occur: Seller becomes insolvent, Seller files a voluntary petition in bankruptcy; a petition in bankruptcy is filed against Seller, Seller enters into liquidation, a receiver or trustee is appointed for Seller, Seller ceases or threatens to cease to cease to carry on its business.

#### **15. PAYMENT**

All invoices for the goods purchased must reference the Purchase Order number, delivered products or services, respective quantity, bill of lading number, and other information required by AQUINOS.

AQUINOS shall pay the purchase price within the time period specified in the applicable Specific Terms and Conditions of Purchase, provided that the purchased goods have been delivered by that date. If no specific time period is agreed, AQUINOS shall pay the purchase price within 120 days from the date of the invoice, provided that the goods have been delivered by that date or the purchase price with a deduction of 3% cash discount on the first AQUINO's pay date (i.e. mid-month, month-end or beginning of the following month) falling two weeks after the goods and invoice have been received by us.

In case the goods arrive after the invoice or the invoice is incomplete, the cash discount period commences at the time when both the goods and the correct invoice have been received.

#### **16. PROPERTY**

Property of the purchased goods shall pass to AQUINOS upon delivery. Any extended retention of Seller's title is excluded.

#### **17. ASSIGNMENT**

Seller shall not assign or delegate its obligations under a Purchase Order without AQUINOS's prior written consent. In the event of any approved assignment or delegation authorized by AQUINOS, Seller shall remain responsible for the purchased goods, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by AQUINOS.

#### **18. SUBCONTRACTING**

Seller shall not subcontract any of its duties under a Purchase Order without AQUINOS's prior written approval. In any event AQUINOS shall be entitled to verify at any subcontractor's premises and Seller's premises that the subcontracted product or service conforms to the specified requirements at any time before or after a subcontractor is approved or not approved by AQUINOS.

Such verification shall not be used by Seller as evidence of effective control by AQUINOS of quality by the subcontractor. Verification by AQUINOS shall not absolve or release Seller of the responsibility to provide acceptable product or services nor shall it preclude subsequent rejection by AQUINOS.

Seller remains fully liable for any work subcontracted. If AQUINOS approves Seller's subcontracting of any of the work under a Purchase Order, Seller shall ensure that the subcontractor agrees to be bound by the terms and conditions of the Purchase Order.

#### **19. INTELLECTUAL PROPERTY**

Each Party shall remain the owner of all IP owned by it before the start of its relationship with the other Party independently or created outside the scope of such relationship ("Background IP").

In all case where products are to be made to designs, processes or specifications furnished by Seller or adopted upon direction of Seller, Seller shall indemnify and hold harmless AQUINOS from and against all claims and damages for infringement of any patent, trademark, design, Any idea, invention, concept, discovery, work of authorship, patent, design, copyright, trademark, trade secret, know-how or other intellectual property, whether or not registered, owned by AQUINOS, or developed by AQUINOS in connection with the Purchase Order shall remain the sole property of AQUINOS.

All purchased goods, tooling and all other data, inventions and information created by Seller and paid for by AQUINOS under this Purchase Order, along with all intellectual

property rights relating thereto, are the sole and exclusive property of AQUINOS. Seller shall promptly disclose and assign to AQUINOS all rights, titles and interests in all intellectual property therein.

#### **20. AQUINOS'S PROPERTY**

All information and materials (including for example, tooling, packaging, documents, standards, specifications, and samples) furnished by AQUINOS or any of its affiliates or subsidiaries, either directly or indirectly, to Seller to perform the Purchase Order, along with any tooling, data, inventions, and intellectual property rights, shall be and remain the sole and exclusive property of AQUINOS. Any and all goods manufactured by Seller with the use of AQUINOS's property may not be used for Seller's own use or sold to third parties without AQUINOS's express written authorization.

AQUINOS does not guarantee the accuracy of, or the availability or suitability of its property. Seller agrees to carefully check and approve, for example, all tooling, dies or materials supplied by AQUINOS prior to using it. Seller shall indemnify AQUINOS for all damages, costs, and loss, and assume all risk of death or injury to persons or damage to property arising from the use of AQUINOS's property. AQUINOS shall have no liability to Seller or to any third party claiming by or through Seller for any incidental or consequential or other damages of any kind whatsoever relating to AQUINOS's property.

AQUINOS's property shall be housed, maintained, repaired and replaced by Seller at Seller's expense. It shall not be used for any purpose other than the completion of the Purchase Order.

At AQUINOS's request, all materials furnished by AQUINOS for the completion of the Purchase Order shall be immediately delivered by Seller to AQUINOS.

#### **21. INSURANCE**

For the duration of the performance of the Purchase Contract, Seller shall maintain a full liability insurance coverage with terms customary to the relevant sector of industry in which Seller is active.

Upon AQUINOS's request Seller shall promptly provide AQUINOS with insurance certificates or insurance policies showing compliance with this requirement.

#### **22. FORCE MAJEURE**

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes natural disasters, sabotage, fire, flood, explosion, acts of governments or wars..

Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources or labor interruption is deemed to be within Seller's control. The change in cost or availability of materials or components shall not excuse Seller's performance, and Seller assumes these risks.

In any cases, Seller must give AQUINOS prompt notice of the event likely to cause a delay, grant AQUINOS's Purchase Orders the highest priority in allocation of any available capacity, and resume performance as soon as the cause for delay has been rectified. Notwithstanding the foregoing, AQUINOS may cancel any Purchase Order without liability to Seller if Seller's performance is delayed more than thirty days, regardless of cause.

#### **23. CONFIDENTIALITY**

Seller agrees not to disclose the third parties any information regarding Buyer or its business including without limitation, commercial or technical documents, specifications, drawings, formulae, plans, data, tools, know-how, or samples issued or transmitted by AQUINOS, regardless of whether such information is marked or identified as confidential.

The obligation of confidentiality shall exist during the whole period of commercial relationship and shall continue during a period of three years thereafter.

#### **24. APPLICABLE LAW**

The present General Terms and Conditions of Purchase shall be governed by Portuguese law to the extent they apply to a Purchase Contract of international nature.

National laws apply to Purchase Contracts between companies organized and existing under the same national law.

#### **25. JURISDICTION**

Seller and AQUINOS agree that any dispute that may arise from or in connection with the Purchase Order, the Purchase Contract, or the present General Terms and Conditions of Purchase shall be settled by the courts of the city, in which AQUINOS has its registered office.

Seller and AQUINOS agree to submit any dispute to the jurisdiction of such courts and agree that all claims in respect of such dispute may be heard and decided in such courts.