

GENERAL SALES CONDITIONS

1 - SCOPE

- 1.1. These General Sales Conditions apply to all offers put forth made by TECNOCON and cover all products.
- 1.2. A product is understood to mean any material, piece of equipment, service, system or solution provided by TECNOCON.
- 1.3. "System" or "Solution" means any product or combination of products, with or without built-in software, that will be adapted to meet the Customer's specific needs and/or that is being adapted to meet such needs and/or is installed by TECNOCON, or any set of products/software requiring a specific study to ensure coherence.
- 1.4. The scope of supply is determined by TECNOCON's acceptance of the order.
- 1.5. Any changes or additions to the order shall be valid only after being accepted, in writing, by TECNOCON.
- 1.6. TECNOCON fully retains industrial ownership of its studies, projects and designs, all of which may not be communicated or used without prior written permission.

2 – DELIVERY TIME

- 2.1. Delivery times assigned at the time of the offer are merely indicative, and can be revised upon confirmation of the order.
- 2.2. Failure to comply with the times indicated in the order confirmation may not be invoked in order to claim compensations for damage directly or indirectly caused, nor is it grounds for cancelling the order.
- 2.3. Said delivery time is deemed to be extended for justified reasons, or due to force majeure, including, but not limited to: declaration of war, revolution, deployment, strike even if only partial, closure or suspension of services at warehouses, workshops or plants of builders or suppliers of raw materials, resulting from fire, flooding, machine breakdown, strike, epidemic, road closures, breakdown of major parts, poor result in preliminary tests, difficulties in acquiring, shipping or importing of materials and, in general, for reasons not of TECNOCON's making or expectation.
- 2.4. TECNOCON reserves the right to make partial deliveries and to make them separately.
- 2.5. Delivery times shall be understood as counting from upon leaving our premises.
- 2.6. The offered product with immediate delivery is understood as being "except if sold in the meantime."

3 – PRICES

- 3.1. Prices are understood as being for the product dropped off at the Customer's premises, and TECNOCON shall defray shipping and handling fees, when the delivery is made at the place stated by the Customer, unless particular conditions have been previously agreed upon.
- 3.2. Prices are expressed in Euros and are understood to be gross amounts, as tax amounts shall be defrayed by the Customer.
- 3.3. In the event of delivery time extensions due to the Customer's responsibility or because of changes in economic or other circumstances, TECNOCON can make price readjustments.

4 – SHIPPING

Upon the Customer's request, shipping can be made at the Customer's expense.

5 – INSURANCE AND LIABILITY

- 5.1. The Customer undertakes to take out insurance that covers possible damage caused to their staff, to third parties or to assets belonging to them during installation, operation, maintenance or repair of the equipment or service provided.
- 5.2. TECNOCON's liability is limited to its staff, to the scope of its supply and may not exceed the value of the latter.
- 5.3. In any case, TECNOCON shall not be liable vis-à-vis the Customer for indirect damage or for lost profit.

6 – PAYMENT

- 6.1. Payments shall be made, net and according to the invoice conditions, by bank transfer to one of the banking institutions indicated by TECNOCON.
- 6.2. If the Customer fails to pay the outstanding amount within the period stated in the corresponding invoice, then, as penalty, it shall be under obligation to pay TECNOCON compensation relative to the delayed time, amounting to the maximum delayed interest rate.
- 6.3. The payments may not be postponed for whatever reason, even in the event of litigation.
- 6.4. Failure to pay may entail suspending the supply/service by TECNOCON.

7 – RESERVING PROPERTY

- 7.1. The product shall remain the property of TECNOCON until full payment thereof, including obligations resulting from the purchase, and the Customer may not transfer, encumber or damage it.
- 7.2. Until payment is made in full, the product may not be pledged as security, seized by third parties or sold.

8 – CLAIMS AND RETURNS

- 8.1. Claims shall be formalized in writing by filling in the form available at www.tecnocon.pt/pdf/reclamacoes-en.pdf and sent to mail@tecnocon.pt. Claims shall be considered only after being validated by TECNOCON.
- 8.2. Returns shall not be accepted without prior agreement from both parties.
- 8.3. Returns shall only be accepted within 15 days after the date of the corresponding invoice.
- 8.4. Any returns of amounts shall be made via entry into a current account.
- 8.5. Returns of products that are obsolete, not standard, or manufactured specifically to meet the Customer's request shall not be accepted.
- 8.6. Returns of goods that have already been used shall not be accepted.
- 8.7. Under no circumstances shall returns with shipping payable be accepted.

9 – WARRANTY

- 9.1. Except as otherwise set forth, TECNOCON grants a warranty against defects in workmanship, under the expressly indicated characteristics, for a maximum period of 12 months from the delivery date and/or from the date when the product has been made available to the Customer. It shall be incumbent on the Customer to provide written proof of the claimed damage.
- 9.2. During the warranty period, TECNOCON, at its discretion, undertakes to correct, repair or replace, at no cost to the Customer, materials and equipment that shown proven defects in workmanship.
- 9.3. The scope of the warranty provided for under this article excludes all defects that are not defects in workmanship, namely those arising from:
 - a) Cases of force majeure or acts or omissions by people not linked to TECNOCON.
 - b) Inappropriate use or application, by the Customer, that does not meet the technical specifications required for each piece of equipment.
 - c) Interventions of any type carried out by the Customer on the supplied equipment, without prior consent from TECNOCON.
 - d) Failure to comply with the equipment's installation requirements, namely: Room temperature and humidity, electrical voltage, cleanliness, etc.
- 9.4. The warranty becomes null and void from the moment when the previously agreed-upon payment conditions are not met.
- 9.5. The warranty provided for under this article replaces any other expressed or implicit warranties, and shall be the only one to which the Customer shall be entitled with regard to the supplied products.
- 9.6. Should TECNOCON fail to fulfill its obligations with regard to it arising from this warranty the Customer's rights, and TECNOCON's obligations arising from such failure are solely those provided for under these sales conditions.

10 – GENERAL CONDITIONS

- 10.1. TECNOCON and the Customer may transfer to third parties their rights and obligations only after prior express agreement from both in this regard.
- 10.2. All of the offers' conditions are subject to confirmation by TECNOCON upon acceptance of the order.
- 10.3. The Customer is responsible for the final disposal of waste produced by the packaging of the products that they acquire from TECNOCON, which become the Customer's property upon being supplied.
- 10.4. These General Sales Conditions shall remain in force in whole, or only in part in the event there are written particular conditions to the contrary.

11 – DATA PROTECTION

TECNOCON abides by data protection legislation. TECNOCON shall merely use the Customer's data in strict compliance with its contractual and legal obligations, as well as to anonymously evaluate and adopt quality assurance measures.

Under the legal terms, the Customer is guaranteed access to their data and corresponding correction. The customer further states that they are aware and agrees that any information or data provided by TECNOCON, especially in relation to its employees' or hired third parties' personal data, shall only be used during the contractual relationship and solely for fulfilling the service under contract.

12 – APPLICABLE LAW

These sales conditions are governed under Portuguese law, whether applicable to domestic or international transactions. Both parties hereby agree that the jurisdiction of TECNOCON's registered office shall be the relevant jurisdiction for resolving any legal dispute arising from business carried on.

13 – CONFORMITY OF EXPORT CONTROL

- 13.1. The Parties (TECNOCON and the Other Party) acknowledge that the supply, or parts thereof, especially the export and transit of goods, the transfer of technology, trade and brokerage, technical support or the availability of economic resources can be subject to export control laws in the UE, U.S. and the U.N. or other specific export control laws and regulations in each country (e.g. restrictions against countries, persons, use and the like) and financial sanctions (hereinafter referred to as Export Control Regulation).
- 13.2. The Parties shall abide by all regulations applicable to export control, including, in particular, all regulations in the destination country. The Parties acknowledge that the deliveries affected by such Export Control Regulation may be subject to authorization or be prohibited. To the extent that enforcement of the Export Control Regulation prevents TECNOCON or the [Other Party], not just temporarily, from fulfilling this Agreement, each Party shall be entitled to cancel the delivery covered under the agreement, either in whole or in part.
- 13.3. The equipment/materials may not be the subject of dual use.
- 13.4. Delays caused by relevant authorities' licensing procedures in Export Control shall likewise extend the period agreed upon; this especially applies to delivery times.
- 13.5. This excludes compensation claims related to refusal or delay of a claim in compliance with the Export Control Regulation, unless they concern damage caused by threats to life, to the body or to health, or have been caused either deliberately or due to gross negligence by either Party.
- 13.6. The Parties undertake to cooperate in every authorization/licensing procedure. Upon request from each Party, relevant information/documents (e.g. end-use certificates) requested from the [Other Party] shall be forthwith provided.
- 13.7. It is expressly forbidden for the Customer to market the purchased equipment to countries subject to EU, U.S. or U.N. sanctions.

14 - WORKSITE SAFETY CONDITIONS

Before or while works are being carried out, whenever it is shown, on site, that safety conditions are not in place, TECNOCON reserves the right to forthwith stop the work, without it being ascribed any penalty or liability, for whatever reason. Under such circumstances, TECNOCON shall forthwith inform the Customer/developer of the reason for its decision, while pointing out the necessary measures for resuming the works.

15 - WORKPLACE HEALTH AND SAFETY

- 15.1. Except as otherwise agreed upon under the Agreement, TECNOCON staff shall not carry out the Services on the operating equipment at the Customer's work location.
- 15.2. If TECNOCON has to provide Services at the Customer's work location, the Customer shall be responsible for obtaining any permission, visas or other necessary government authorizations. The Customer is responsible for ensuring the safety of working conditions on their premises as well as the safety of TECNOCON staff.
- 15.3. TECNOCON ensures that its employees, subcontracted workers and agents abide by and comply with the Customer's health, safety and environmental policies while on site, to the extent such policies have been made available to TECNOCON.

16 - TECHNICAL SUPPORT DURING COMMISSIONING

- 16.1. Except as otherwise provided, TECNOCON's prices do not include the equipment's installation or commissioning, or any set of replacement or spare parts.
- 16.2. The offer considers the possibility of TECNOCON carrying out all or part of the works by turning to subcontracting without the Customer's consent.
- 16.3. Whenever TECNOCON technicians intervene at the facilities or the site where the equipment is installed, the Customer shall be responsible for providing energy, handling or other equipment and raw materials of any kind that are necessary for TECNOCON's services.
- 16.4. If the system/solution sold is an automation, the Customer shall also be responsible for stoppages and scrap at the Customer's premises during the entire system/solution configuration time.
- 16.5. TECNOCON shall be responsible for the system/solution adaptations that are necessary for enforcing the agreement with the offer's characteristics, unless such adjustments or adaptations are needed due to a failure, insufficiency or error in information sent or submitted by the Customer, or due to a change in the system/solution location or environmental conditions. In this case, the Customer shall be charged the cost of adjustments and adaptations and the time spent.
- 16.6. If the on-site intervention by TECNOCON experts is delayed, or an impairment occurs for reasons beyond its control, the Customer shall be charged for travel and/or waiting time and expenses incurred.

17 - TESTS

Tests shall be conducted at TECNOCON's premises, pursuant to the conditions set forth in the offer. Any additional test, conducted at TECNOCON's premises or on the site where the System/Solution is installed, requires TECNOCON's express approval, and this shall take place at the Customer's expense.