

GENERAL SALES TERMS AND CONDITIONS

These General Sales Terms and Conditions shall apply to all business relations between ISPM Industrial Project and Service Lda (the seller) and the client, to supplies material and equipment. This must apply to all orders that settle the stating purpose.

These General Sales Terms and Conditions shall apply to all matters not exposed directly on to the budgets or order acceptance documents.

1 BUDGET

- a) All budgets that do not include an expiration date are considered without obligation. The prices and further conditions on every budget are merely a guidance line and need a latter confirmation from the seller.
- b) The data attached to the budget, such as catalogues, drawings, technical documentation, etc. are merely a guide line and do not intend any commitment to the seller.

2 ENTRY INTO FORCE OF SALE

The contract will come into force as soon as the seller communicate to the client the order acceptance and the client has fulfilled its obligations to the moment.

3 PRICES

All prices refer to the material, without package or taxes, on the seller's warehouses or on the location given by the seller, and are based on the parity between the Euro and the currency of the country where the products are originally from, until the proposal date. In case the mention parity varies, the seller reserves the right to review the prices proportionately.

In situation where the package, transport, insurance and other costs are included on the budged prices or supply, the seller reserves the right to modify the corresponding prices in case of changes on the tables relating to the same costs.

4 PAYMENT CONDITIONS

- a) The invoice payment shall be effected in the way that is established therein.
- b) In case of billing partial deliveries, the payment shall be made through the payment conditions agreed to every delivery.
- c) In case of delayed payment, the seller may claim interest, as well as fees and costs incurred.
- d) The seller reserves every rights to the materials and equipment provided until the client pays all amounts due for any reason. The client commits to support every measure eventually needed for the protection of our property.

5 DELIVERY TERMS

The delivery period starts only from the written order validation, and could be extended in cases of force majeure. The client's delay in fulfilling the obligations that affect the delivery time allow the seller to delay the merchandise delivery without prejudice or penalty.

6 TRANSPORTATION

Transportation is in charge of the client, unless otherwise specified.

7 GUARANTEE AND LIABILITY

The warranty covers exclusively the replacement or repair, at the seller's shops, of every piece or defective material. It is expressly excluded any labour or tools required for assembly or disassembly the product if it is installed, as well as any indirect costs that may derive therefrom.

- a) It is not included on the warranty the natural wear or damage of the parts that may occur for reasons beyond manufacturing defects, as the poor handling of the goods.
- b) The warranty from the seller extends to the deadline stated in the order and in case of failure, to a period of 12 months from the date of delivery of the consignment notes.
- c) The warranty will be cancelled if the purchaser or any third parties effect modifications or repairs without the written consent of the seller, or if the client does not take immediately the proper measures to avoid more serious damage so we can remedy the defect.
- d) If due the warranty period, the client did not make any written claim under the guarantee, the seller is free from any and all obligations.
- e) In case any damage caused by defective components provided by the seller, the seller's liability is limited to the amount payed by it's liability insurance.

8 CLAIMS AND RETURNS

Any claim to the seller must be made by the client in written, so that is registered and confirmed reception. Returns will only be accepted with the written permission of the seller. In any case, any return will generate a credit for the seller, with the minimum amount of 5% of the invoice, due to quality control and storage costs. It is understood that the acceptance of returned materials is subject to the good condition of the materials or equipment and packaging.

9 ORDER CANCELLATION

It is not accepted the cancellation of an order that already has been accepted in written. If, extraordinarily the cancellation is accepted, we reserve the right to bill a minimum of 25% of the net value of the order for cancellation expenses.

10 LEGAL COMPETENCE

In any dispute created by the interpretation or order delivery between SELLER and CLIENT, shall be the competent courts of AVEIRO, in accordance with the Portuguese Legislation.