

1. CONTRACT

All the accepted orders are subjects to these conditions. Any modification, alteration or otherwise contrary deal to the offer here specified could effect, unless expressly agreed between the contracting parties to the agreements prevail.

2. QUOTATIONS

- 2.1 All quotations are subject to revocation or rectification by TECHMATIC in anytime;
- 2.2 All the offered quotations are only applicable to the mentioned quantities and characteristics;
- 2.3 The prices in the offered quotations are always mentioned without VAT tax at the legal rate in effect.

3. REQUESTS

- 3.1 All the orders are subject to the explicit acceptance of TECHMATIC;
- 3.2 When the orders has the minor quantity than the quantity budgeted, or when are requested partial deliveries under than the specified in the budget, the prices could suffer an increase;
- 3.3 The client should always formalize the orders by writing.

4. PRICES

All prices are subjected to the market variations and may be changed.

5. DELIVERY TERMS

- 5.1 TECHMATIC is committed to accomplish all deadlines agreed with the costumer, however, this could be changed for reasons of production, may not in any event constitute a firm commitment to supply at a fixed date. The costumer recognized and accept this situation, and for that, we don't admit any penalization neither recognize the right to rescind the contract;
- 5.2 Due to manufacturing conditions, the client expressly accept that the quantities delivered with the invoice, could have a variation of 10% more or less, relatively to the client request, unless specified by the client;
- 5.3 The delivery is satisfied when TECHMATIC puts the product available to the client and this one signed the delivery document or a delivery note. The products should always be confirmed for the client who made the order, and it is up to the client to check the products at the reception and expose all the safeguards and claims that may be justified in the delivery document;
- 5.4 When the products are delivered in a partial way, each delivery is a different contract, unless otherwise agreed in writing.

6. PAYMENT

- 6.1 The payment of invoices should be done in 30 days of date emission of invoice, if as D.L. nº32/2003 of 17 February, if not stated other condition;
- 6.2 The prompt payment of invoices, has a commercial discount of 2%;
- 6.3 In a case that costumer didn't make the payment of the invoice in according date, TECHMATIC may suspend unilaterally the production of all requests of this client in particular.
- 6.4 In the same way, and according to D.L. nº32/2003 of 17 February, to the delays of payment will be applied default interest as set by law, in article 4th and 6th. (Interest rate applied by the European Central Bank last semester, plus seven percentage points from the time of default until the date of final settlement). Notwithstanding that TECHMATIC can exercise legal actions for timely recovery of outstanding debt and liabilities.

7. COMPLAINTS

The existence of anomalies (quantities, quality, dimensions, etc.) needs to be communicated by writing in a period of 8 days after reception of the products. After this period, TECHMATIC has the right of reject complaints, unless it refers non detectable problems in the delivered act. In any case, the responsibility of TECHMATIC will be limited to the substitution of non-conformed products, excluding any other damage. All complaints will be object of a "Report of Costumer Dissatisfaction". This report will have a commercial and/or technical analysis, which results in a conclusion that will be communicated to the client.

8. RESERVATION OF PROPERTY

- 8.1 The goods delivered, without prejudice to its direct ownership has been transferred to the customer, remain the property of the TECHMATIC until the full settlement of their sales value;
- 8.2 The client cannot negotiate or deliver as guaranty to others, whether real or personal guaranty, by any means, the merchandise until full settlement of payment. The exercise of the retention of title does not imply the abandonment of the contract or compensation for damages.

9. INDUSTRIAL PROPERTY

- 9.1 TECHMATIC has reserved all rights of copies, marcs and patents, as well as the right to legal protection of their developments, registered in the drawings, software, documents and equipment;
- 9.2 Is property of TECHMATIC all drawings, samples, prototypes, etc., attached to proposals, budgets and delivered to customers. May not be copied, in whole or in part, or be made available to any third party without the express written of TECHMATIC;
- 9.3 In the event that the client is accused incriminated by a third party for infringement of industrial and/or intellectual property, whatever its cause, in any products supplied by TECHMATIC, should communicate this fact to TECHMATIC to exercise the right defense, eschewing the customer of any agreement or transaction without our prior consent.

10. MAJOR FORCE

TECHMATIC isn't responsible for failure to fulfill its commitments, when it is due to unforeseeable events, or even foreseen, is inevitable, or impediment beyond its control (both in case of major force and in unforeseeable circumstances) including, among others, acts of Government or Public Administration, own labor strikes or others, closures employers, civil disturbances, earthquakes or any other natural disaster, failure or inability to obtain raw materials, supplies or equipment, the lack of functioning of its installations, etc..

11. USE OF CLIENTS DATA

TECHMATIC is expressly authorized to use client data in issues related to commercial activity, and transfer them, turn to companies with which it maintains relations group or business, without prejudice to the right of access, rectification or cancellation the customer may exercise, at any time and for any middle, in domicile of TECHMATIC.

12. APPLICABLE LAW

- 12.1 The present contract, both in its application and in its interpretation, is regulated by the Portuguese Law;
- 12.2 In case of disputes of consumption, the Client may use the following institution: CACCDC-Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra | Av. Fernão Magalhães, N.º240,1º | 3000-172 Coimbra | E-mail: geral@centrodearbitragemdecoimbra.com | Telefone: +351 239 821 690.

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