

General Conditions of Sales

I. GENERAL PROVISIONS

- 1 During the business relationship with Eurofirst, Unipessoal Lda, the client undertakes without any restriction the present General Conditions of Sales which prevail among all agreements contained in the orders or customer correspondence, unless it has been approved previously by Eurofirst, subject to a written document, following the dispositions described in the law.
- 2 The present General Conditions of Sales revoke the previous and may be changed, suspended, partially or totally, without any previous notice and/or formalization by a written document issued by Eurofirst.
- 3 Eurofirst is the only entity empowered to modify or suspend, partially or totally, as well as complement the provisions presented under these general conditions of sales.
- 4 Any commercial transaction between Eurofirst and the customer is subject to the laws of the Portuguese State, regardless of the second constituent local clearance. The Court of the District of Lisbon is the competent body to analyse situations of dispute between the two parties.

II. PRICES

- 1 Prices shown in the price lists are not binding, and may be changed with minimum 30 days warning in advance, not being possible to require the permanence of the same except there is commercial agreements between the Eurofirst and the client. In this case applies what is on the agreements drawn up and accepted by both parties.
- 2 Prices are usually presented, with transport included to the customer's door which may have exceptions of sales without transportation included, by prior agreement with the client. However will always be set in advance in writing application or not for the transport used in sales.
- 3 Prices are always presented in euro and excludes the value added tax (VAT) which will be applied always according to the law in force in Continental Portugal since the date of issuance of invoices. In cases of export to EU Member States, the respective business transaction is exempt from this tax. But only just in case the client it's registered for the purposes of exemption from VAT must use the respective tax identification number to apply the acquisition covered by a scheme of taxation of intra-Community acquisitions according to the provisions of law. The Extra-Community transactions will always be exempt from VAT under the existing law however in all situations is the customer's responsibility provide the data and documents proving required for the Eurofirst for might be made the sale under the said exemptions.
- 4 The prices of products produced according to special requests by the customer as well as the budgets previously requests will only be considered and validated for production after a written confirmation of the order by the customer.

III. ORDERS

- ① The orders and the respective signings of services must be accomplished in written form always by entities of buyer's responsible with the power for the acts.
- ② Orders will only be formally accepted when in accordance with the proposal/prices presented in advance by the Eurofirst or when in your absence are fulfilled the award criteria defined in a valid commercial proposal until the date of package.
- ③ No order will be accepted without the following information:
 - a) Designation of type of product , and if it corresponds to a proposal provided in advance by the Eurofirst commercial area;
 - b) Amounts by reference to the article;
 - c) Indication whether the shipping fees are included;
 - d) If it is requirement on the part of the customer of the fire-retardant treatment. In this case will be able to vary according to the destination of the goods;
 - e) Terms of payment;
- ④ After the reception of the order formalized by the client, Eurofirst will issue an internal order with the respective articles and quantities that might provide to the client just in case the client require for confirmations. It is the responsibility of the customer ask for the document in case of having any questions about the request previously made through your order.
- ⑤ Orders may get into the production circuit at the time of orders entry on the Eurofirst system according to the specifications given by the client. Thus the cancellation solicitation of your order can be cancelled without any cost, in case the same has not yet entered into production otherwise Eurofirst reserves the right to charge additional costs. The costs will be presented separately. However if the production it is already too advanced the team Eurofirst will conclude, charge and send the order made by the customer.
- ⑥ Orders that involving materials that requires specific materials and minimum purchase quantities to our suppliers the productions will be only scheduled after the reception of all materials.
- ⑦ Except where expressly notified by Eurofirst the supply deadlines are given only as indicative, with the exception of the provisions of the law. For this reason, non-compliance with the supply deadlines should not justify the cancellation of the order by the client, neither count as grounds for any claim with the exception of the provisions of the law. Similarly the company Eurofirst declines any liability for delays in the supply of merchandise, when it results from reasons of force majeure or fortuitous cases that prevents the materials manufacture and for which it has not contributed any painful act or serious guilt by Eurofirst.

IV. SPECIFICATIONS OF PRODUCTS

- ① The products dimensions presented in the price tables are merely indicative then Eurofirst declines any responsibility for changes in the dimensions of the products, except when these specifications are clear in the technical sheets or are clearly indicated in the customer order.
- ② At request from the customer manufacturing of specific products where are applied non usually used materials will be always at the beginning manufactured a sample for the customer approval. Eurofirst in these cases refuse any responsibility on these products with others systems than our tested models.
- ③ The samples will be always charged to the customer, unless it is agreed in advance the reverse.
- ④ Eurofirst reserves the right to change the specifications of the products and materials contained in the technical sheets and tables from where it will send an advance 15-day notice. In the existence of particular details that are crucial in the manufacture of the products this information must be indicated in the customer order.
- ⑤ The products supplied by Eurofirst shouldn't be stored horizontally or overlapping. The products must be stored vertically and in a dry and ventilated locations to prevent the warping of metal structures and gypsum. The customer is the responsible for eliminate the packaging materials used.
- ⑥ Eurofirst refuse any liability for damages and/or changes arising from storage and/or utilization of the products in inadequate places from the initial objective as well as the improper utilization and disregard of the application manual provided.
- ⑦ For technical, economic and/or safety reasons some products will be supplied disassembled. Eurofirst rejects any liability for consequences resulting from defective assemblies of these products.

V. RISKS AND LIABILITY OF EXPEDITIONS

- ① The merchandise sold by Eurofirst it is by default dispatched with transport included thus the costs are the responsibility of the Eurofirst until the place of discharge previously provided by the customer. The risk of accident, damage and/or destruction of materials during transport are the exclusive responsibility for the insurance contracted by Eurofirst.
- ② Eurofirst can send orders according to all type of INCOTERM if expressly agreed with the client and confirmed by a written document. However the customer it will be responsible for the additional costs to change the procedures. Eurofirst commit to always discriminate these costs in the respective invoice.

- ③ The deliveries and collection of merchandise should be specifically agreed between this and Eurofirst. In case the customer does not make the collection or is not available for the delivery on the indicated date Eurofirst rejects any additional cost.
- ④ The customer is responsible for checking the merchandise immediately after the reception. Any damage caused during the transport must be confirmed in the delivery documents provided by the carrier and communicated to Eurofirst within 1 working day after the reception of the material in order to proceed immediately to the participation claim to the insurance company, excluding cases where the transport was previously agreed to be the responsibility of the customer.
- ⑤ The materials must be saved and stored as well as packing materials, in the event of need to merchandise return or expertise by the insurance company.
- ⑥ Any disagreements between the customer request and the material delivered-quantities relevant dimensions and visual aspect of the products, shall be reported to Eurofirst within maximum 8 days following the reception of the merchandise. Eurofirst does not assume the responsibility for the repair or replacement of the material for which the complaint has been presented after expiry of this term.

VI. PAYMENT CONDITIONS

- ① Orders invoiced by Eurofirst should always be paid through transfer, cheque, ATM (machine only available on our premises) or, as a last resort in cash. In this last case only with a pre-authorisation of the Eurofirst financial direction. In all other cases must always exist a proof of good payment.
- ② It is the exclusive domain of Eurofirst the decision of the ways of orders payment. To the customers who do not have an approval of a current account with Eurofirst may be required a partial or full advance payment of the merchandise to follow the order to production.
- ③ For customers who wish to have a long and lasting business relationship with Eurofirst will be always made an opening current account. The process of opening credit depends on the information collected along with the insurance companies which Eurofirst has protocols. The client compromise to respect and to settle the invoices in the maturity periods stipulated by Eurofirst. In the event of non-compliance with these terms, Eurofirst will notify always the client by writing of their non-compliance. Eurofirst reserves the right to suspend at any time the credit until the settlement of debt amount. After the second insistence to attempt to liquidate the value in debt, Eurofirst reserves the right to cancel any type of credit or supply that is taking place and from that same second notice proceed to the necessary steps to collection as well by direct judicial channels or by sinister participations in the entities concerned.

- ④ In the case of uncovered cheques, invoices or current accounts not paid under the stipulated terms Eurofirst reserves the right to charge the moratorium interest rate to commercial credits in force at the date of the document, in accordance with the provisions of the law in Continental Portugal. Eurofirst may also require the payment of damages and/or losses arising from non-compliance by the customer in their obligations of the terms of payment.

VII. WARRANTY

- ① No agent representative or staff from Eurofirst has the legitimacy to oblige any affirmation agreement and/or warranty in relation of the products transacted. So for this reason any affirmation promise and/or declaration does not constitutes in no way warranty on the products sold, unless it is authorised by Eurofirst wiith a document written from who has the right to do it.
- ② For the claim purposes and/or warranty only the one described in the characteristics and certificates of the products issued by Eurofirst are valid. Consequently, any declaration is not contractually binding. It is also the exclusive responsibility of Eurofirst and insurance companies the assessment of culpability for damage on the products for the purpose of warranty.
- ③ The products manufactured by Eurofirst have a warranty of 2 years from the date previously defined in the conditions of merchandise delivery which in this case may vary depending on the responsibility of the expedition. This warranty only covers manufacturing defects and is not applicable in the following cases:
 - a) Non-compliance with the willing points in V;
 - b) Non-compliance with the willing points in IV;
 - c) Faulty assemblies;
 - d) Improper use and/or maintenance of the products;
 - e) Material tampered with or repaired by personnel not designated by Eurofirst;
 - f) Damage caused after delivery of the merchandise;
 - g) Damage caused by transport in particular expeditions that are processed under INCOTERM that will make the resellers responsible;
- ④ It is the exclusive responsibility of the customer to proof the damage of the material as well as the time of its discovery and the notification to Eurofirst within the defined time limits.
- ⑤ In the case of acceptance of the complaint it is the responsibility of Eurofirst the option of the materials reparation or replacement. This substitution will only be carried out if the reparation is not technically possible and economically sustainable. If the products show defects from manufacturing, customer agrees to do not use, under penalty of losing the legitimacy to make the complaint.

- ⑥ The assistances in the premises by Eurofirst technicians must be always approved in advance and through a written document. However if the customer requests an assistance which requires displacement and is confirmed that the responsibility is unrelated to Eurofirst the customer must assume all the costs inherent in the assistance requested.
- ⑦ The merchandise returns is subject to the express authorisation by Eurofirst formalized by a written document. Eurofirst does not accept products that undergo changes and/or increase of value after dispatch in accordance with the provisions of the V points.

VIII. INTELLECTUAL PROPERTY

- ① Eurofirst holds the exclusive intellectual property rights on the developed models. These rights also cover prototypes based on these models.
- ② Orders of specific products only require Eurofirst to deliver the merchandise according to the technical specifications provided by the customers. In every scenario it is not the responsibility of Eurofirst to compensation or defence of the client and/or other parties in relation to issues related to intellectual property rights. The client is responsible for the authorship and request of technical and/or visual specifications as well as the defence of Eurofirst in case of contrary accusations.