

SALES CONDITIONS

1. General provision

- 1.1. Any order placed by the Client will be regulated exclusively by the provisions of these general and private conditions, which may eventually be subscribed between the parties, except as provided in the following paragraph. The placing of an order by the Customer implies acceptance without reservation, on his part, of the present conditions of sale. The general purchase conditions that the Customer usually applies in the scope of his activity will not apply, unless expressly approved in writing by GUTTAL.

2. Order

- 2.1. You can place your order in the following ways:
- 2.1.1. With your Commercial Manager (email or phone).
 - 2.1.2. Fixed Network – 253 674 309
 - 2.1.3. Email – encomendas@guttal.pt
- 2.2. You can also place your order at our facilities, directly at the counter.
- 2.3. All orders are subject to stock availability confirmation.

3. Delivery

- 3.1. Delivery will be considered carried out at the time of loading the materials in our warehouse, by signing the corresponding delivery note by the customer / carrier.
- 3.2. The risk of loss and/or damage is transmitted to the Customer from that moment, except if the transportation was contracted by GUTTAL, having the effects previously described for the delivery of the goods, at the address indicated by the customer and signature of the respective delivery slip.
- 3.3. All materials provided by GUTTAL must be reviewed and examined by the Customer at the time of delivery, as described in point 3.1.
- 3.4. The dimensions, colours and weights of certain materials subject to variations inherent to their nature or manufacture will have the usual tolerances. The provided samples will be considered as standards samples. GUTTAL do not guarantee the exact match of the samples with the delivered goods.
- 3.5. The materials supplied will be considered accepted by the Client, in relation to that indicated in the order, if within 48 hours, from the delivery described in point 3.1, the Client does not expressly declare the contrary.
- 3.6. Elapsed that period, GUTTAL will not admit any claim on quality or quantity, nor will it be obliged to do so.
- 3.7. The delivery times provided are purely indicative and any delays over those periods do not give the Customer the right to cancel the order, refuse the goods or claim for damages.

4. Transport

- 4.1. The transport of our orders is made by an independent carrier, and are subject to CE regulations.
- 4.2. Shipping is not included in the sales prices.
- 4.3. Expenses caused by the return of goods or deliveries thereof, when the customer is responsible, will be charged to him.
- 4.4. Responsibility for materials and transportation costs will be ruled by INCOTERMS 2010.

5. Returns or complaints

- 5.1. In any case, the responsibility of GUTTAL for the materials supplied that prove to be defective are limited, solely and exclusively, to the replacement of the material that is effectively in poor condition. In this sense, GUTTAL proceed with the replacement of the material provided since that circumstance is accredited.
- 5.2. In no case will the provisions of the preceding paragraph apply, if the Client does not have payments to GUTTAL regularized, expressly renouncing, in this case, at any replacement of material that is defective. The Client expressly and irrevocably renounces to complain to GUTTAL other damages and losses that for any other reason, emergent damage or loss of profit, may occur as a result of the supply of defective material.
- 5.3. In no case will it be allowed to return products that have an aspect and conditions not suitable for sale.
- 5.4. Returns or complaints corresponding to delivery notes that have not been properly signed and stamped by the Customer upon receipt will not be accepted.
- 5.5. GUTTAL will not accept returns or claims for products supplied **after 30 days** from the date of delivery.

5.6. Any request for returns or complaints must be sent to GUTTAL in writing, within the period indicated in point 5.5., and must contain at least the following information:

- **Delivery slip or purchase invoice number;**
- **Product reference number;**
- **Number of units whose return is requested;**
- **Reasons for requesting a return.**

5.8. Once accepted the customer's request for complaint, GUTTAL proceed with the replacement of products as soon as possible. The Customer will not be entitled, for this reason, to terminate the contract or to return part of the non-defective supplies.

5.9. Returns accepted and which are at the option and responsibility of the customer will have a 10% devaluation on the sale price, to support the reception expenses, new packaging and replacement in stock.

5.10. The expenses arising from transport and which occur as a result of the return of goods will, in all cases, covered by the client, unless the return is due to a defect in the goods and this has been recognized by the GUTTAL quality department.

6. Special requests

6.1. All orders that have been manufactured or whose manufacture has been expressly initiated for a Customer, in accordance with the technical specifications provided by the Customer, will be considered as special requests and, therefore, their cancellation will not be allowed once the product has been manufactured, nor its subsequent return, except for defects in its intrinsic quality.

6.2. The execution of special services and customized production presumes that the request be done in writing with as much detail as possible, in order to avoid interpretation errors.

In case of doubt about any information, GUTTAL, reserves the right to not manufacture until the client clarifies the doubts in question.

6.3. PEDRO SENDIM, LDA., reserves the right of non-execution of a special request if it is not received as described above and if the information contained therein is not clear and unambiguous.

7. Prices

7.1. Prices are presented in Euros.

7.2. Prices are for materials located in our factory and warehouse. Therefore, transport costs are not included.

7.3. Orders sent by the Client, whose prices and conditions are different from those agreed commercially, require prior approval by GUTTAL.

7.4. The price list will apply, referring to the date of acceptance of the order.

7.5. In this Catalog / Price List, the materials designated as existing in Standard Measurements and Lengths, are limited to this same condition as long as they exist as available in Stock. In the absence of stock of a "Standard" material, the customer may choose to cut another measure, bearing the costs inherent to the operation (cut and waste).

8. Billing and Payment

8.1. The goods can be invoiced from the moment of its shipment under the conditions and deadlines agreed when placing the order and which are indicated on the invoice.

8.2. GUTTAL, makes available to its customers, payment terms varied and flexible.

This pricelist presents temporal payment levels, allowing the customer to obtain preferential prices, according with his preferences.

8.3. The granting of credit will only be effective after being approved by our credit insurer and will always be based on an analysis of all commercial and financial data that will be previously requested from the Client.

8.4. Failure to meet the payment deadlines requires the invoice to be issued with the difference of the corresponding amounts.

8.5. In case of non-payment of an invoice on its due date, independently of the actions to which they take place, the Client must pay the amount due, plus the interest corresponding to the days of delay, calculated at the legal

interest rate plus up to 7 points (700 basis points) and all expenses originated by this non-compliance. In addition, GUTTAL it will immediately suspend pending shipments until payment is made.

8.6. Payment methods accepted:

- Cash – payment made against delivery of the goods, under € 1,000;
- Check – payment made against delivery of the goods, which can be dated or pre-dated;
- Bank transfer – for prepayment or payment in 16 or 30 days;

9. Taxes

- 9.1.** The prices fixed in this pricelist will be added to the invoice with the corresponding VAT, or taxes ruling at the time.
- 9.2.** International orders will be exempt from the application of VAT, in the cases under the CIVA.

10. Use of the provided materials

- 10.1.** The materials provided by GUTTAL they may only be used for their intended purpose. In particular GUTTAL under no circumstances can you be held liable for damages and / or losses (material or personal) that may result from incorrect, illicit or improper use of the materials and packaging provided, as well as, for any defective condition that the material may present due poor storage or improper handling.

11. Storage and handling

- 11.1.** It is the Client's responsibility to carry out the correct storage and handling of the material from the moment of its discharge/delivery.
- 11.2.** All information in this regard is available to the Customer in the technical sheets of each product.

12. Special conditions

- 12.1.** Modifications to the present sales conditions will only be valid if they are by mutual agreement and always in writing

13. Applicable Law and Competent Jurisdiction

- 13.1.** These Sales conditions shall be construed and governed by Portuguese law
- 13.2.** In order to resolve any dispute over the interpretation or execution of the conditions, the competent court is the Tribunal de Braga.

Our price list may change without notice.