

GENERAL SALES CONDITIONS

The present general conditions of sale govern the relations between KLINGER Portugal (the seller) and the customer, for the supply of equipment, products, materials, spare parts and services. It will apply to all orders that are established for the indicated purpose. These General Conditions will be applied to all matters that are not expressly set out in the quotes, or order acceptance documents.

1. Offers

- » Budgets that do not indicate an expiration date are understood without commitment. Prices and other conditions of the quotations are for guidance and need further confirmation from the seller.
- » The data contained in the budget annex, such as catalogues, drawings, technical documentation, etc. are for guidance and do not imply any commitment to the seller.

2. Validity of the sale

The contract comes into force when the seller informs the customer in writing of the order acceptance (order acceptance) and the customer has fulfilled his obligations so far

3. Prices

Prices refer to material without packaging and without taxes, in the seller's warehouses and are based on the Euro parity with the currencies of the countries of origin of the products on the date of the offer. In the event of a variation in the said parity, the seller reserves the right to revise prices accordingly.

In situations where the costs of packaging, transportation, insurance and others are included in the prices of the budget or supply, the seller reserves the right to modify the corresponding prices, in case of changes in the tables referring to those expenses.

4. Payment conditions

- » The payment of the invoice will be made in the form and date established in it.
- » In case of billing for partial supplies, payment will be made under the payment terms agreed for each supply.
- » In case of delays in payment, the seller may claim interests at the supplementary preview rate for the credits of commercial partnership, as well the delivery costs.
- » The seller retains ownership of the materials supplied until the customer pays all amounts due for any concept. The Client undertakes to support the eventual and necessary measures for the protection of our property, failure to pay on the agreed date implies the cancellation of the guarantee.

5. Delivery deadline

The delivery deadline starts to count when the contract is validated; in the case of equipment subject to design approval, the delivery period will begin to count after approval of the same, which may lead to alteration of the previously agreed upon terms. It may be extended in cases of force majeure. The buyer's delay in fulfilling its obligations suspends the seller's delivery time.

6. Delivery terms

Ex-works, the transfer of ownership of the purchased goods occurs when the equipment is available to the buyer at the seller's premises or at the place indicated by the seller, even if the transport is hired by the seller at the buyer's request, always bearing the transport risk on behalf of the buyer, subject to the conditions and insurance of the carrier.

When the DAP incoterm is specifically agreed upon, the transfer of ownership takes place when the equipment is placed at the customer's disposal at the previously agreed location.

7. Transport

The transportation will be the responsibility of the Customer, unless otherwise is specified.

In the case of transport contracted by the Seller at the request of the Buyer and in the case of damage in the transport of the goods delivered, the Buyer must register the non-conformity in the delivery with the carrier and notify the Seller within a maximum of 5 days in the case of land transport, 3 days in the case of sea transport and 24 hours in the case of air transport since the delivery of the equipment, under penalty of expiration of the right to any compensation.

Warranty and liabilities

- a. The guarantee exclusively covers the substitution or repair of any defective parts or materials, at Seller's workshops. Labour and tools necessary to assemble and dismantle the product once installed, or any indirect costs incurred are expressly excluded. The equipment guarantee is cancelled if the customer fails to fulfil the contractual commitment.
- b. The guarantee does not cover natural wear and tear of the parts, or any breakages which may occur due to causes unrelated to manufacture defects or defective handling of the merchandise.

Included in this chapter are the following observations:

- » The equipment have not been regularly maintained in accordance to its manual.

- » Use of non-original parts for maintenance or repairs A instalação defeituosa do equipamento.
 - » Defective installation of equipment.
 - » The working conditions are not within the specified parameter indicated in the customer's query and his purchase order.
 - » Weather, electric discharges or other natural causes.
 - » Bad conditioning of equipment and parts before assembly or when subject to transportation to other places that are of the responsibility of the Client.
 - » Damage caused by corrosive environments not foreseen in the supply scope.
- c. The guarantee does not cover the transport of the equipment to or from our workshops unless otherwise previously agreed upon.
- d. The seller's warranty for purchased equipment and products extends to the period indicated in the order and in its defect to a period of 12 months from the date of the delivery notes.
- e. The seller's warranty for equipment repaired or repaired for maintenance extends to 6 months from the date of intervention.
- f. The guarantee will be rendered invalid if buyer or third parties should make any modifications or repairs without our written authorization, or if client should not immediately take the correct measures to avoid greater damages and for us to remedy the defect.
- g. If, by the end of the guarantee period, Client should not have made any written claim covered by the guarantee, Seller is released from all obligations.
- h. In the case of damages caused by defective components supplied by the seller, the liability of the seller is limited to the amount paid by the product liability insurance of the seller.

8. Complaints and refunds

Any complaint to the seller must be made by the Customer in writing in such a way that its receipt by the seller is proven.

Returns will only be accepted with written authorization from the seller. In any case, any return will generate a credit by the seller in the amount of the order invoice minus a minimum of 5% due to quality control and storage costs. It is understood that the acceptance of the returned material is conditioned to the good condition of the materials or equipment and their packaging.

9. Cancellation of the order

Cancellation of an order that the customer has previously accepted in writing is not accepted. If the cancellation was extraordinarily accepted, we reserve the right to invoice, at least 25% on the net value of the order for cancellation charges.

10. Competence

In any dispute arising out of the interpretation or supply of an order between SELLER AND CLIENT, the courts of Vila do Conde will be competent in accordance with Portuguese law.