

GENERAL SALES CONDITIONS [v.2 01/03/2019]

CONFIRMATION OF YOUR ORDER IS MADE CONDITIONAL ON EXPRESS ACCEPTANCE OF THESE GENERAL SALES CONDITIONS. THE BUILDING MATERIALS, PLASTIC RAW MATERIALS AND EQUIPMENT ARE SUPPLIED IN ACCORDANCE WITH WHAT HAS BEEN SET OUT IN YOUR ORDER AND BASED ON THESE GENERAL SALES CONDITIONS. AGI rejects any additional or different provisions set forth in any order or in any other written or verbal notice. If these General Sales Conditions cannot be accepted, the CUSTOMER shall immediately inform AGI under penalty of these Conditions being, in any case, deemed to have been accepted.

1. Scope. These General Sales Conditions apply to the supply and direct or indirect sale by AGI of plastic raw materials or equipment for industry according with the order and/or order registration confirmation made by AGI as the representative/authorised distributor of the manufacturer (referred to hereinafter separately as "Building Materials", "Plastic Raw Materials" or "Equipment" or jointly as "Goods"). It is understood that the CUSTOMER has agreed and accepted the General Sales Conditions when: (a) the CUSTOMER has confirmed receipt from AGI of any quotes for the supply of Goods in response to a request or when they have received an Order Registration Confirmation form AGI; or (b) when the CUSTOMER has received total or partial delivery of the Goods ordered; or (c) when the CUSTOMER has otherwise agreed with these General Sales Conditions.

2. Manufacture of Goods. AGI is a supplier/authorised distributor of Goods developed and manufactured by the original manufacturers of Building Materials and Plastic Raw Materials and Equipment (OEM) of brands renowned in the market, in accordance with applicable regulations. Thus, the Goods supplied by AGI exactly match the Building Materials or Plastic Raw Materials or Equipment manufactured by each of the manufacturers that AGI represents and, except for the case of Construction Materials in which cuts in plates may be tailor-made at the customer's request, the Goods do not undergo any transformation, modification, adaptation or alteration from the moment they leave the factory until they are delivered to the CUSTOMER. All Goods delivered by AGI are accompanied, where applicable, with the respective instruction and application guidebooks (in the case of Construction Materials) or a technical sheet for the product (in the case of Plastic Raw Materials), both prepared by the manufacturer.

3. Supply of Goods. All supplies of Goods are made based on an Order, which, upon confirmation by AGI, through an Order Registration Confirmation ("ORC") is, together with these General Sales Conditions, the contract for purchase and sale of the Goods, entered into respectively between the CUSTOMER and AGI (the "Contract"). AGI shall confirm or propose modifications to the request within five (5) business days of receipt thereof. Until the issue of the Order Registration Confirmation ("ORC") by AGI, the CUSTOMER's request is deemed a request for the supply of goods that can be modified or cancelled at no charge. After the issuance of the ORC, the CUSTOMER is bound by the terms of the Order, and cannot change them, withdraw them or cancel them without prior written consent from AGI. If the customer and AGI enter into a specific contract for the supply of Goods, these General Sales Conditions and the Order, with the respective ORC, will be part of that Contract and will regulate the supply at all points that are not regulated in the Contract. In case of conflict between the provisions of the Contract and these General Sales Conditions, the provisions of the Contract shall prevail.

4. Price. The prices for the Goods are those that have been agreed by the Parties, regardless of the form or nature of that agreement, and contained in the Order Registration Confirmation. All taxes or any other mandatory charges or requirements, present or future, on the sale, use or shipment of Goods are the responsibility of the CUSTOMER and shall be paid by them, beyond the established price.

5. Credit Approval. AGI reserves the right to assess credit risk and solvency of the CUSTOMER and condition the supply of goods or the respective conditions for the provision to the specific situations of each CUSTOMER. The threat or suspicion of any insolvency, bankruptcy or other similar procedures that are intended to protect creditor and may jeopardise the CUSTOMER's ability to meet their commitments on due dates, as well as the appointment of a liquidator or administrator, or even default by the CUSTOMER of any obligation arising from these General Sales Conditions shall be notified in writing by the CUSTOMER to AGI, giving the latter the possibility to change the agreed payment terms, cancel delivery of any part of an order that has not yet been heeded, alter the moment of delivery of the Goods or even interrupt the transport of Goods, with no liability for the company for that reason.

6. Payment Terms. Payment will be made on the date and under the conditions listed on the invoice and/or corresponding ORC. Any delay in payment may be penalised with additional charges, which will be computed daily at the maximum rate permitted by law taking into account the period from the due date until the day when payment is made in full.

In addition, AGI reserves the right to charge to the Customer all costs incurred as a result of late payment, specifically financial and/or collection costs, including attorneys' fees and judicial expenses. Failure to make payment of invoices in accordance with the General Sales Conditions exempts AGI from compliance with the delivery obligations and entitles AGI to reject future requests and serves as a just cause to terminate the Contract in case of persistent non-compliance with payment after formal notice to the CUSTOMER by AGI. In this case, AGI also has the right to demand return of the Goods already delivered on the account, risk and expense of the CUSTOMER. Any complaints regarding deliveries already made do not legitimise rejection or delay in payment of other supplies; the possibility of compensation for the CUSTOMER is expressly excluded.

7. Property reservation. With specific regard to Equipment and to the extent that it can apply to other Goods, they are provided with express reservation of their property until proof of payment in full of the whole price, interest and other payments due by the CUSTOMER, in accordance with the provisions of article 409 (1) of the Civil Code. The CUSTOMER is obliged to inform any third parties of this property reservation and collaborate with AGI in all that is necessary for AGI to legally regain possession of Equipment. The CUSTOMER has a special duty to inform AGI in respect of any material or legal incidents that may affect the Equipment or if AGI's ownership of the Equipment is being threatened in any way. Despite the reserved ownership of the Equipment supplied, all associated risks (including, but not limited to, the risk of loss or destruction) are the responsibility of the CUSTOMER from the date of delivery. Any assembly/disassembly and/or transportation costs are on the account and risk of the CUSTOMER.

8. Delivery Conditions. The delivery of goods will be by Ex Works (INCOTERMS 2010), in Vila Nova de Gaia, Portugal or in accordance with the conditions set out in the ORC, unless otherwise agreed between the Parties and recorded in the ORC. With the shipping of Goods, it is assumed that the delivery was completed, the CUSTOMER taking the risk of loss and damage. For their own protection, the CUSTOMER should examine the supply upon delivery to verify compliance. Should any faults or damage to the Goods be detected, the CUSTOMER, before signing the reception deed, should ask AGI to provide a complete description of the relevant Goods, under penalty of not being able to claim liability from AGI. AGI will not be responsible or liable under any circumstances for any delay in delivery, loss or damage resulting directly from transportation, the carrier cannot be deemed as being an agent of AGI. All weights and tares are approximate values.

9. Delivery Times. Delivery times are those set out in the ORC or, if it includes no information about the deadlines, those contained in the notice subsequently sent in writing to the Customer by AGI. AGI reserves the right to make partial deliveries, unless otherwise expressly stated in the Contract. All partial deliveries will be billed separately and must be paid on the due date of the corresponding invoice, independently of subsequent deliveries. Delay in any partial delivery does not exempt the Customer from the obligation to accept the remaining deliveries. After 6 (six) months from the date agreed with the CUSTOMER or in case of partial deliveries on the first delivery date, AGI reserves the right to alternatively (i) deliver and bill the Goods that are the object of the Order, or (ii) charge the Customer for the cost of storage of Goods in question. [This cost is computed as 3% (three percent) of the amount due for the order].

10. Acceptance. It is assumed that the Goods have been accepted by the Customer if no written complaint has been received regarding defects, missing quantities or non-conformities within 5 (five) days of delivery, in accordance with paragraph 13 below.

11. Packaging. All Goods are supplied duly wrapped and packed for transport in accordance with proper good practice and in such a way as to ensure transportation in the best conditions. AGI reserves the possibility to make changes of any kind on the packaging or the type of packaging and conditioning used in the Goods without prior notice.

12. Cases of Force Majeure. Neither Party shall be liable for failure or defective performance of obligations arising from these General Sales Conditions (except for obligations to pay monetary values) when said default or defective performance is due to any natural action or unpredictable and/or overwhelming and/or inevitable situation, the effects of which occur regardless of the will or personal circumstances of the Party, which the latter could not avoid with regular monitoring, diligence and prevention, such as acts of war or subversion, insurrection, rebellion or terrorism, nuclear explosion, radioactive or chemical contamination, disaster, earthquake or fire. In the case of breaks in the production or supply of Goods, AGI reserves the right to implement a partial supply arrangement for several customers, taking into account the contractual commitments already undertaken.

13. Warranty. AGI warrants to the CUSTOMER that the Goods are in the conditions and according to what was reported by the manufacturer without defects under normal working, use and maintenance conditions, provided that they are installed, operated, implemented, handled and used in accordance with the conditions recommended by the manufacturer and all applicable rules and under the usual conditions for the type of Goods in question, as applicable ("Warranty"). This warranty has a term of 6 (six) months or any other as established in the order and/or Order Registration Confirmation by AGI, both periods counted from the date of delivery of the Goods to the CUSTOMER. In the event of defects or non-compliances, as applicable, in the Goods supplied, the CUSTOMER shall notify AGI in writing, sending a detailed description of the defects or non-compliance, as appropriate, together with, where possible, photographs of the damaged or defective parts, within 30 (thirty) calendar days after the first of the following dates: (i) date of delivery of the Goods or (ii) date on which they detected the defects or non-conformities, if these are not visible and/or could not be detected at the time of delivery, but in any case within 6 (six) months or any other as defined in the order by AGI, from the date of its delivery, under penalty of the claim not being accepted. Defects or non-conformities claimed in due time and covered by the warranty will be, at the discretion of AGI, repaired or, if repair is not possible, replaced with other equivalent. AGI will not be responsible for any other costs, including, but not limited to, any charges for processing and/or transport where applicable. The CUSTOMER should make the Goods available to AGI for inspection and/or repair, as appropriate.

14. Warranty Disclaimer. The CUSTOMER must use the Goods exclusively for the purposes for which they are intended lest they be excluded from the warranty. This warranty does not apply if the defect claimed results, in whole or in part, from abuse, misuse or abnormal conditions of application or use of the Goods, and specifically because the processing conditions recommended by the manufacturer were not observed or, depending on the Goods in question, overload of material, improper maintenance, inadequate supervision or misuse for purposes other than those intended, negligence, continued use of the Goods or parts thereof after a fault or defect is detected or damages in transport or improper storage conditions, improper installation, external damage, changes in the Goods or any of their components or parts, unauthorised interventions or repairs, violations of rules of the Instruction Guidebook, assembly or installation not in accordance with the instructions of AGI or the manufacturer that AGI represents and/or distributes, or even in case of non-compliance with any legal requirements or rules applicable to the profession or any other cause not specified as being covered by this warranty. The CUSTOMER will be responsible for determining the compatibility of the goods and their components with other equipment or other materials on which the Goods may be assembled, applied or integrated, and is entirely responsible for the costs of assembly and disassembly resulting from application and/or assembly errors by the Customer. Any description of the Goods in writing or orally by AGI, including specifications, samples, commercial literature, designs, reports, drawings, diagrams, spreadsheets or similar materials used in reference at the CUSTOMER'S request are provided for the sole purpose of identifying the Goods and cannot be considered as a warranty. Any suggestion by AGI regarding the use, application or fitness for a particular purpose of the Goods cannot be considered as a warranty, unless there is written confirmation to this effect by AGI or the manufacturer of the Goods, as appropriate. Except when it results from the technical characteristics of the Goods in accordance with what has been detailed in the technical or commercial documentation accompanying the goods, no sort of warranty is provided concerning results or levels of yield of the respective Goods.

15. Exclusion of Indirect Damages and other Liabilities. AGI's responsibility cannot exceed the price of the Contract. AGI is not subject to and explicitly rejects (1) any other obligations or liabilities resulting from contractual violations or Warranty; (2) any obligations arising from claims based on liability for unlawful acts (including negligence and strict liability); (3) all indirect, incidental and contingent damages, including, but not limited to, reduction or loss of production, stoppage of lines, lack of service availability, costs of disassembly and new assemblies, delays or any damage or losses thereof; (4) all physical damage caused to third parties (including, but not limited to, employees or customers of the CUSTOMER) that have been caused by improper use/misuse, application or operation of the Goods, as appropriate, including, but not limited to, due to negligent conduct (by act or omission) or even due to lack of use of safety equipment, breach of safety regulations or non-compliance with instructions for application, use or assembly passed by AGI or the instructions on the manufacturer's standards; AGI shall not be liable for improper use or processing of Goods, as appropriate. All limitations and exclusions included in this paragraph and the remaining General Sales Conditions apply to complaints from customers of the CUSTOMER or by any third party claiming damages or compensation addressed by the CUSTOMER against AGI as well as direct complaints of the CUSTOMER against AGI.

16. Limitation and Expiry. The Customer may not bring any lawsuit or any other judicial proceedings related to transactions governed by these General Sales Conditions after the expiry of the period of complaint, without complaints being made, or after 6 (six) months of the date on which the complaint has been timely filed.

17. Industrial Security. The CUSTOMER is solely responsible for the adoption and implementation of all necessary measures to protect workplace safety and health, in particular with regard to the handling, use, application and/or operation of the Goods, as appropriate, by their employees or third parties, as well as for the risks that may arise. The CUSTOMER is also responsible for providing adequate technical training to people who will handle, use, operate and/or apply the Goods, as appropriate, and provide all relevant information for appropriate handling, use, operation and/or application. AGI is not responsible for any accident or incident caused by lack of security components in Equipment provided by AGI and/or non-compliance with the rules on workplace hygiene and safety or failure to use the safety equipment in the placement or assembly of Goods provided by AGI. AGI may even recommend to the CUSTOMER the acquisition of security components for Equipment that will be sold separately, but the buying decision belongs exclusively and solely to the Customer.

18. Insurance. The CUSTOMER shall, at their own risk, hire and maintain valid insurance as necessary and appropriate for the use, possession, installation, application and assembly of goods, as applicable.

19. Patents, Trademarks and Copyrights. AGI shall intervene, at their own expense, in any proceedings that may be brought by any third party against the CUSTOMER for alleged infringement of patents, trademarks or copyrights pertaining to any Goods supplied/distributed by AGI, in the terms laid down in these conditions, if the alleged infringement consists of use of such Goods (or part of such Goods) by the CUSTOMER in the ordinary course of their business and where the CUSTOMER has immediately informed AGI on the pending action and sent, soon after receiving the summons, all documents related thereto. The CUSTOMER must also authorise AGI (by themselves or through their lawyers) to intervene directly in said action and present a defence that is shown to be appropriate, on behalf of the CUSTOMER. The CUSTOMER must provide all information and assistance required and issue the mandate document as necessary to allow that intervention.

20. Confidential information. Each Party (including their workers, employees, consultants and/or subcontractors) undertakes to maintain confidentiality, not to use for their own purposes and not to disclose to third parties, without prior written consent of the other Party, any confidential information (whether or not marked as such) belonging or relating to the other Party ("Confidential information") that may have been disclosed, unless that information becomes public knowledge (otherwise than by breach of this paragraph) or if its disclosure is required by order of a competent authority. The Parties are obliged to use Confidential Information only and exclusively for the purposes of this document, refraining from any use outside of this context and independently of the purposes, whether for their own benefit or that of third parties. The breaching Party is liable to the other Party for any and all damages resulting from breach of the confidentiality obligations under this paragraph. The confidentiality requirement referred to in this paragraph remains fully valid, even after cessation of these General Conditions.

21. Law and Jurisdiction. The supply of Goods is governed by Portuguese law. Any dispute relating to these Conditions shall be settled exclusively by the courts of the district of Vila Nova de Gaia, expressly waiving any other.

22. Address. For purposes of summons and/or judicial or extrajudicial notification in court actions to fulfil the financial obligations arising from the supply of Goods in accordance with these General Sales Conditions, the addresses provided in the ORC are agreed.