

GENERAL TERMS AND CONDITIONS OF SALE [v.4 07/11/2025]

CONFIRMATION OF YOUR ORDER IS MADE ON THE EXPRESS CONDITION OF YOUR ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE. THE PLASTIC RAW MATERIALS, EQUIPMENT AND/OR CONSTRUCTION MATERIALS AS INDICATED IN YOUR ORDER ARE SUPPLIED ON THE BASIS OF AND IN ACCORDANCE WITH THESE GENERAL TERMS AND CONDITIONS OF SALE.

AGI expressly rejects any additional or different provisions set out in any purchase order or other written or oral communication. If these GENERAL TERMS AND CONDITIONS OF SALE cannot be accepted, the CUSTOMER must inform AGI forthwith, failing which, in any event, these will be deemed to have duly been accepted.

1. Seller identification:

Company name: Augusto Guimarães & Irmão, Lda. (hereinafter, "AGI")

Registered office: Avenida dos Combatentes do Ultramar Português, nº 1001, 4405 - 638 Vila Nova de Gaia

E-mail: geral@agi.pt

Registered with the Commercial Registry under number 500033307

2. Scope. These General Terms and Conditions of Sale apply to the direct or indirect supply and sale by AGI of plastic raw materials, industrial equipment or building materials, as set out in the order and/or the order registration confirmation by AGI, as the manufacturer's authorised representative/distributor (individually the "Plastic Raw Materials", "Equipment" or the "Building Materials", or all together referred to as the "Goods"). The CUSTOMER shall be deemed to have agreed to and accepted these General Terms and Conditions of Sale when: (a) the CUSTOMER confirms that it has received from AGI any quotations for the supply of the Goods in response to its request to do so or when it receives an Order Registration Confirmation from AGI; or (b) when the CUSTOMER has taken delivery, in whole or in part, of the Goods ordered by it; or (c) when the CUSTOMER has otherwise agreed to these General Terms and Conditions of Sale.

3. Applicable law: These General Terms and Conditions of Sale are governed by Portuguese law.

4. Manufacture of the Goods. AGI is an authorised supplier/distributor of the Goods, all of which are designed and manufactured by manufacturers of Plastic Raw Materials, Building Materials and Equipment (OEM), of well-known brands on the market in accordance with the applicable standards. As such, the Goods supplied by AGI correspond exactly to the Plastic Raw Materials, Building Materials or Equipment manufactured by each of the manufacturers that AGI represents and, with the exception of cutting plates to size and at the Customer's request in the case of Building Materials, the Goods do not undergo any type of transformation, modification, adaptation or alteration from the moment they leave the factory until they are delivered to the CUSTOMER. All Goods supplied by AGI are accompanied, where applicable, by the respective instruction and application manuals (in the case of Building Materials) or a product data sheet (in the case of Plastic Raw Materials), both drawn up by the manufacturer.

5. Supply of Goods. All supplies of Goods are made on the basis of an Order from the CUSTOMER, which, once confirmed by AGI by means of an Order Registration Confirmation ("ORC"), constitutes, together with these General Terms and Conditions, the agreement for the purchase and sale of the Goods, respectively, entered into between the CUSTOMER and AGI (the "Agreement"). AGI shall confirm or propose changes to the Order no later than 5 (five) working days after receiving the Order. Until AGI issues the Order Registration Confirmation, the CUSTOMER's Order is considered to be an order for the supply of Goods and may be amended, revoked or cancelled by the CUSTOMER free of charge. Once the ORC has been duly issued, the CUSTOMER is bound by the terms of the Order and may not modify, revoke or cancel it without AGI's prior written consent. If the CUSTOMER and AGI enter into an agreement for the supply of Goods, these General Terms and Conditions of Sale and the Order with the respective ORC shall form part of said agreement and shall regulate that supply in all respects not covered by the agreement.

In the event of any discrepancy between the provisions of the agreement and these General Terms and Conditions of Sale, the provisions of the agreement shall prevail.

6. Price. The prices of the Goods are those that have been agreed by AGI and the CUSTOMER (the "Parties"), regardless of the form or nature of this agreement, and which are included in the ORC. All taxes or any other levies or charges of a fiscal nature which, on this date or in the future, are levied on the sale, use or dispatch of the Goods are for the account of the CUSTOMER and are added to the price due and must be duly paid by the CUSTOMER.

7. Credit Approval. AGI reserves the right to enquire into the credit risk and solvency situation of the CUSTOMER and to make the supply of the Goods or the conditions of such supply subject to the particular situation of each CUSTOMER. The possibility or suspicion of any insolvency or bankruptcy proceedings or other similar proceedings aimed at protecting creditors and which may compromise the CUSTOMER's ability to meet its liabilities on their due dates, as well as the appointment of a liquidator or judicial manager or the CUSTOMER's failure to comply with any duty arising from these General Terms and Conditions of Sale, must be reported in writing by the CUSTOMER to AGI, granting AGI the right, at its sole choice, to change the agreed payment terms, cancel the delivery of any unfulfilled part of an order, postpone the time of delivery of the Goods, or stop Goods to be delivered without being held liable for such action.

8. Payment terms. Payment will be made on the date and under the conditions set out in the respective invoice and/or ORC. Any delays in payment may be charged with a surcharge, which will be the maximum rate permitted by law, calculated day by day from the due date until full payment is made. In addition, AGI reserves the right to charge the Customer for all costs incurred as a result of the delay, namely financial and/or collection costs, including lawyers' fees and court expenses. Non-payment of invoices, in accordance with these General Terms and Conditions of Sale, relieves AGI of fulfilment of delivery duties and allows AGI to decline future orders, as well as serving as just cause to terminate the Agreement if such non-payment remains after AGI has notified the CUSTOMER. In such cases, AGI also has the right to demand the return of the Goods already delivered, at the CUSTOMER's risk and expense. Any claims regarding deliveries already made do not justify refusal or delay in payment for further deliveries, and compensation by the CUSTOMER is expressly not eligible.

- 9. Reservation of Ownership.** In specific terms regarding the Equipment, and to the extent applicable to other Goods, these are supplied with express reservation of ownership until full payment is made of the respective price, interests and other sums owed by the CUSTOMER, under the terms of article 409.1 of the Civil Code. The CUSTOMER undertakes to inform any third parties of this reservation of ownership and to co-operate with AGI in any way necessary to enable AGI to regain ownership of the Equipment in accordance with the law. The CUSTOMER has a special duty to inform AGI of any material or legal incident that may affect the Equipment or if AGI's right of ownership over the Equipment is in any way threatened. Notwithstanding the reservation on the Equipment supplied, all risks associated therewith (including without limitation the risks of loss or destruction) are the responsibility of the CUSTOMER from the date of delivery. Any assembly/disassembly and/or transport costs are at the CUSTOMER's risk.
- 10. Delivery Conditions.** Delivery of the Goods shall be made either by Ex Works (INCOTERMS 2010), Vila Nova de Gaia, Portugal, or in accordance with the terms set out in the ORC, unless otherwise agreed between the Parties and set out in the ORC. Delivery is deemed to be complete and the risk of loss or damage passes to the CUSTOMER upon dispatch of the Goods. For its own protection, the CUSTOMER must inspect the delivery on arrival to check that it complies. If the Goods are found to be missing or damaged, the CUSTOMER must ask AGI for a full description of the Goods before signing the acknowledgement of receipt, failing which AGI cannot be held liable. Under no circumstances will AGI be responsible or liable for any delay in delivery, loss or damage directly resulting from transport, and the carrier cannot be considered an agent or representative of AGI. All weights and weights are approximate figures.
- 11. Delivery Deadlines.** The delivery deadlines are those set out in the ORC or, if the latter is not specified, those set out in a subsequent written communication sent by AGI to the Customer. AGI reserves the right to make deliveries in instalments, unless expressly stated otherwise in the Agreement. All deliveries in instalments, if invoiced separately, must be paid on the due date of the respective invoice and independently of subsequent deliveries. Delay in any one instalment does not release the CUSTOMER from the duty to accept the remaining deliveries. After 6 (six) months from the date agreed with the CUSTOMER or, in the case of instalment orders, from the date of the first delivery, AGI reserves the right to, alternatively, (i) deliver and invoice the Goods which are the subject of the Order or (ii) charge the CUSTOMER for the cost of storing the Goods in question. [This charge shall be calculated at 3% (three per cent) of the amount of the Order].
- 12. Waste Management.** Unless expressly stipulated otherwise in the contract, the CLIENT assumes the status of Waste Producer with respect to all waste, including packaging waste, that is generated and produced in the context of the delivery, installation, and unpacking of the Goods at the CLIENT's premises. The CLIENT is therefore responsible for complying with all waste management obligations applicable to the Waste Producer as provided by law, namely under the General Waste Management Regime, which include, among others, the issuance of the Electronic Waste Accompanying Document ("e-GAR"), the completion and submission of the corresponding Integrated Waste Registration Map ("MIRR") (when applicable), as well as ensuring the proper management of the waste, bearing all associated costs. The CLIENT shall be liable before the competent authorities for any consequences arising from any failure to comply with the aforementioned obligations.
- 13. Acceptance.** The Goods shall be deemed to have been duly accepted by the CUSTOMER if no written complaint about defects, missing quantities or non-conformities is received within 5 (five) working days of delivery, and the provisions of point 13. below shall apply.
- 14. Packaging.** All Goods are supplied duly packaged and wrapped for transport, in accordance with appropriate standards and in such a way as to guarantee their transport in the best conditions. AGI reserves the right to make changes of any kind to the packaging or the type of packaging and wrapping used on the Goods, without prior notice.
- 15. Force Majeure.** None of the Parties shall be liable for the non-fulfilment or defective fulfilment of their duties under these General Terms and Conditions of Sale (except for payment liabilities of monetary nature) when such non-fulfilment or defective fulfilment is due to any unforeseeable and/or irresistible and/or unavoidable natural event or situation, the effects of which occur independently of the will or personal circumstances of that Party, which it could not have avoided with normal and diligent care of monitoring and prevention, such as acts of war or subversion, pandemics, insurrection, hostilities or invasion, riots, rebellion or terrorism, nuclear explosion, radioactive or chemical contamination, cataclysm, earthquake, fire, lightning, floods, general or sectoral strikes, prolonged fuel or power failures, serious disturbances in transport or communications, interruptions in the supply of raw materials, Goods or machinery necessary for their manufacture or when any of the above is faced by the manufacturer of the Goods and prevents the timely delivery of such Goods to AGI. In the event of shortfalls in production or supply of the Goods, AGI reserves the right to implement a scheme of partial supplies to various customers, taking into account contractual commitments already entered into.
- 16. Warranty.** AGI hereby warrants to the CUSTOMER that the Goods are in the condition as stated by the manufacturer and are free from faults under normal conditions of work and use and maintenance provided that they are installed, operated, applied, maintained and used in accordance with the terms and conditions advised by the manufacturer and with all applicable standards and in conditions customary for the type of Goods in question, as applicable ("Warranty"). This Warranty has a term of 6 (six) months, or any other term defined in the order and/or in AGI's confirmation of order registration, both terms starting from the date of delivery of the Goods to the CUSTOMER. In the event of defects or non-conformities, as the case may be, in the Goods supplied, the CUSTOMER must promptly notify AGI in writing, sending a detailed description of the defects or non-conformities, as the case may be, accompanied whenever possible by photographs of the damaged or defective parts, within 30 (thirty) days immediately following the earlier of the following dates: (i) the date of delivery of the Goods or (ii) the date on which it became aware of the defects or non-conformities, if these are not visible and/or could not have been detected at the time of delivery, but always within a period of 6 (six) months, or any other period defined in the order and/or in AGI's confirmation of registration of the order, from the date of delivery, failing which the claim will not be accepted. Defects or non-conformities duly claimed and covered by the Warranty will, at AGI's sole option, be repaired or, if repair is not possible, replaced by a similar product. AGI shall not be liable for any other costs, including without limitation any transformation and/or transport costs, where applicable. The CUSTOMER shall place the Goods at AGI's disposal for examination and/or repair, as the case may be.
- 17. Warranty Exclusion.** The CUSTOMER must use the Goods exclusively for their intended purpose, otherwise these Goods will be deemed to be excluded from the scope of this warranty. This Warranty shall not apply in the event that the defect claimed results, in whole or in part, from abuse or misuse or

abnormal conditions of application or use of the Goods, in particular by failure to comply with the processing conditions recommended by the manufacturer, or by, depending on the Goods in question, overloading of the material, defective maintenance, inadequate supervision or defective use or use for purposes other than that for which it was intended, negligence, continued application or use of the Goods or part of them after a fault or defect has been detected, or damage caused in transport, or improper storage conditions, improper installation, external damage, alterations to the Goods or any of their components or parts, unauthorised interventions or repairs, breaches of the Operating Instructions, assembly or installation in contravention of the instructions of AGI or the manufacturer that AGI represents and/or distributes, or in the event of non-compliance with any applicable legal requirements or rules of the trade or any other cause not specified as covered by this Warranty. The CUSTOMER shall be responsible for determining the compatibility of the Goods and their components with other equipment or other materials in which the Goods may be assembled, applied or integrated, and shall be fully responsible for the assembling and disassembling costs arising from application and/or assembly errors by the CUSTOMER. Any details of the Goods given orally or in writing by AGI in specifications, samples, commercial literature, models, bulletins, drawings, diagrams, spreadsheets or similar materials used by reference to the CUSTOMER's order are given for the sole purpose of identifying the Goods and may not be considered as a warranty. Any suggestions by AGI as to the use, application or suitability for a specific purpose of the Goods cannot be regarded as a warranty unless there is written confirmation to this end on the part of AGI or the respective manufacturer of the Goods, as the case may be. With the exception of what results from the technical specifications of the Goods as described in the technical or commercial documentation that accompanies the Goods, no warranty of any kind is provided regarding the performance results or levels of the relevant Goods.

18. Exclusion of Consequential Damages and Other Liabilities. AGI's liability shall never exceed the Agreement price. AGI shall not be subject to and expressly disclaims (1) any other duties or liabilities resulting from breaches of the Agreement or the Warranty; (2) any duties resulting from claims based on liability for wrongful conduct (including negligence and strict liability); (3) all consequential, incidental and contingent damages, including without limitation diminished or lost production, line stoppages, unavailability of service, disassembly and reassembly costs, delays or any damages or losses arising therefrom; (4) all physical damages caused to third parties (including without limitation employees or customers of the Customer) that have been incurred due to incorrect or improper use or application or operation of the Goods, as the case may be, including without limitation due to negligent conduct (action or failure to act) or due to lack of use of safety equipment or failure to comply with safety rules or deviations from the application or use or assembly instructions issued by AGI or set out in the manufacturer's standards, and AGI shall not be liable for improper use or transformation of the Goods, as the case may be. All limitations and exclusions included in this paragraph and in the remainder of these General Terms and Conditions of Sale shall apply to claims by the CUSTOMER's customers or by any third parties claiming damages or compensation directed by the CUSTOMER against AGI, as well as to direct claims by the CUSTOMER against AGI.

19. Limitation and Expiry. No legal action or any other type of legal proceedings relating to the transactions governed by these General Conditions of Sale may be brought after the expiry of the period in which the CUSTOMER may claim

without having claimed, or after 6 (six) months have elapsed from the date on which the claim was made in due time.

20. Industrial Safety. The CUSTOMER is solely responsible for adopting and implementing all the necessary measures to protect health and safety at work, in particular with regard to the handling, use, application and/or operation of the Goods, as applicable, by its employees or third parties, as well as for any risks that may arise therefrom. The CUSTOMER is also responsible for providing appropriate technical training to persons who will handle, use, operate and/or apply the Goods, as applicable, and for providing all relevant information for their proper handling, use, operation and/or application. AGI shall not be liable for any accident or incident occurring as a result of the absence of safety components in Equipment that has been supplied by AGI and/or non-compliance with the applicable rules on hygiene and safety at work or non-use of safety equipment when placing or assembling Goods that have been supplied by AGI. AGI may also recommend to the CUSTOMER the purchase of safety components for the Equipment that are sold separately from the Equipment, but said decision to purchase is the sole and exclusive responsibility of the CUSTOMER.

21. Insurance. The CUSTOMER shall, at its own risk, take out and keep valid the necessary and appropriate insurance for the use, possession, installation, utilisation, application and assembly of the Goods, as applicable.

22. Patents, Trademarks and Copyright. AGI shall take part, at its own expense, in any proceedings that may be brought by any third party against the CUSTOMER for alleged infringements of patents, trademarks or copyright relating to any Goods supplied/distributed by AGI under the terms hereof, if the alleged infringement consists of the use of such Goods (or parts of such Goods) by the CUSTOMER in the ordinary course of its business, and provided that the CUSTOMER has immediately informed AGI of the pendency of such proceedings and forwarded to it, as soon as it has received the summons, all documents relating thereto. The CUSTOMER must also consent to AGI (by itself or through its attorneys) intervening directly in this action and presenting the appropriate defence on behalf of the CUSTOMER. The CUSTOMER must supply all the necessary information and assistance, as well as deliver the authorisation letter required to allow such proceedings.

23. Confidential Information. Each Party (including its employees, consultants and/or subcontractors) undertakes to keep confidential, not to use for its own purposes and not to disclose to any third party, without the prior written consent of the other Party, any information of a confidential nature (whether marked as such or not) belonging or related to the other Party ("Confidential Information") which may have come to its knowledge, unless such information is or becomes public knowledge (otherwise than by breach of this paragraph) or its disclosure is required by order of a competent authority. The Parties undertake to use the Confidential Information solely and exclusively for the purposes set out in this document, refraining from any use outside this context and regardless of the purpose, whether for their own benefit or for that of a third party. The defaulting Party shall be liable to the other Party for any and all damages arising from the breach of the confidentiality duties provided for in this paragraph. The confidentiality undertaking provided for in this paragraph shall remain in full force and effect even after the expiry of these General Terms and Conditions of Sale.

24. Compliance. AGI is committed to complying with any and all compliance regulations, and has defined internal mechanisms and procedures for evaluating its suppliers and customers.

25. By accepting the present General Terms and Conditions of Sale, the CUSTOMER hereby declares and warrants that (i) neither it nor any of its officers, directors, employees, agents, contractors, owners or shareholders, nor any other party operating on its behalf (i) will take, directly or indirectly, any action that constitutes a breach of applicable anti-corruption laws, such as, but not limited to, the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and Laws 20/2008 and 83/2017, or (ii) paid or will pay, offer, promise to pay or authorise the payment, offer or promise to pay, directly or indirectly, any sums of money or anything else of valuable to any current or former official, foreign political party or official of a foreign political party or any foreign candidate for public office in connection with any Order.

26. Data Protection. The Parties acknowledge and hereby accept that each of them may have access to personal data (as defined in the legal provisions applicable to each Party) of the other Party or of third parties. Each Party undertakes to process such personal data in strict compliance with the applicable legal provisions and, in particular, not to use such personal data for purposes other than this contract, and not to copy, reproduce, modify, alter, disseminate, transmit or disclose the personal data to which it has access and which is transmitted to it without first obtaining written authorisation from the other Party. Personal data to which either Party may have access and which concerns the other Party may only be used by the other Party for the purposes of the contract, for the fulfilment of applicable legal duties and/or for the purposes of relations between the Parties and which, although they may go beyond the scope and purpose of this agreement, are related to or result from the activity carried out by the Parties. Each Party undertakes to immediately inform the other Party of the occurrence of any situation that may affect the processing of personal data or that, by any means, may jeopardise such data or the Party's legal duties in relation to such data. The Parties shall take all reasonable steps to put an end to any such breach and to protect the data.

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

28. Address. For the purposes of service and/or judicial or extrajudicial notification in the context of legal action aimed at the fulfilment of pecuniary duties arising from the supply of the Goods under these General Terms and Conditions of Sale, the addresses indicated in the ORC are duly agreed.