

## GENERAL SALES CONDITIONS

These General Sales Conditions govern relations between KLINGER Portugal (the Seller) and the Client, for the supply of material and equipment. They will be applied in all purchase orders established for said purpose. These General Conditions will be applicable to all matters to which no express reference is made in our offers or our Order Acknowledgment.

### 1 OFFERS

- a) Offers with no term of validity are understood as being without obligation. The prices and other conditions of said offers are intended as a guideline and require subsequent confirmation by the seller.
- b) The information contained in the annexes to the offers, such as catalogues, plans, technical documents, etc., are intended as a guideline and in no way oblige the Seller.

### 2 VALIDITY OF SALE

The agreement becomes valid when the Seller gives written notice to the Client of the acceptance of the said order (Order Acknowledgment) and the Client has complied with his obligations until said time.

### 3 PRICES

Prices refer to material without packaging or taxes (as applicable in accordance with current legislation) in the Seller's warehouse and are based on the Exchange rate between the Euro and the currency of the country of origin of the product on the date of the offer. In the event of fluctuation of said exchange rate, the Seller reserves the right to revise the prices accordingly. Moreover, when packaging, transport, insurance costs and other expenses have been included in the offer or supply price, the Seller reserves the right to rectify the corresponding prices in accordance with the modifications to said expenses.

### 4 PAYMENT CONDITIONS

- a) Invoices will be paid as established therein.
- b) Payment for partial deliveries will be made under the payment conditions agreed for each delivery.
- c) In the event of delayed payment, the Seller may claim interest, commissions and occasional spending thereon.
- d) The Seller reserves all rights over the materials and equipment supplied until the Client has paid all amounts due for whatsoever concept. The Client undertakes to support any measures necessary for the protection of our ownership.

### 5 TERMS OF DELIVERY

The delivery terms begin to run when the contract becomes valid and will only be prolonged in cases of "force majeure". Any delay by the Client in complying with any obligations that affect the term of delivery will enable the Seller to postpone said term of delivery.

### 6 TRANSPORT

Transport will be paid for and will be at the risk of the Client, unless the opposite is expressly agreed.

### 7 WARRANTY AND LIABILITIES

The warranty covers exclusively the substitution or repair of any defective parts or materials, at the Seller's workshops. Labour and tools necessary to assemble and dismantle the product once installed or any indirect costs incurred are expressly excluded.

- a) The warranty does not cover natural wear and tear of the parts or any breakages which may occur due to causes unrelated to manufacturing defects, as defective handling, assembly or usage of the materials.
- b) The Seller's warranty covers the period stipulated in the order and, in default thereof, the twelve-month period beginning on the date of the delivery notes.
- c) The warranty will be rendered invalid if the Client or third parties should make any modifications or repairs without our written authorization, or if the Client should not immediately take the correct measures to avoid greater damages and for us to remedy the defect.
- d) If, by the end of the warranty period, the Client had not made any written claim covered by the warranty, the Seller is released from all obligations.
- e) 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 complaints to the Seller must be made by the Client in writing, in such a way as note is taken of its receipt. Returns will only be accepted with the written authorization of the Seller. In any case, all returns will give rise to a refund by the Seller for the amount of the invoice less a minimum of 5%, to cover Quality Control and storage costs. Acceptance of the returned material is understood to be subject to the good state of the materials or equipment and their packaging.

### 9 CANCELLATION OF THE ORDER

At first, no cancellation will be accepted for any order already accepted in writing by the Client. However, in exceptional case that a cancelation is accepted, we reserve the right to invoice at least 25% of the net value of the order as a cancellation cost.

### 10 COMPETENCE

For any lawsuits which may derive from the interpretation or delivery of an order between the Seller and the Client, the Courts and Tribunals of Maia Town will be competent, and said matters will be judged in accordance with the laws of the Portuguese Republic.

**08/14**