

**1. INTERPRETATION**

For the purposes of these General Conditions of Purchase of EFACEC Supplies and Services ("General Conditions"):

"Acceptance" means what is described in paragraph 9 of these General Conditions.

"Specific Conditions" means the specific conditions that may accompany the Purchase Order at any time.

"Contract" means the agreement between EFACEC and the Supplier that may arise from the issue of a Purchase Order by EFACEC to purchase Products and/or Services.

"EFACEC" means EFACEC ENERGIA – MÁQUINAS E EQUIPAMENTOS ELÉTRICOS, S.A., EFACEC ELECTRIC MOBILITY, S.A. and EFACEC SERVIÇOS CORPORATIVOS, S.A.

"Supplier" means the (natural or legal) person who receives the Purchase Order issued by EFACEC for the purchase of Products and/or Services.

"Supplies" means the supply of the Products and/or Services under these General Conditions, Purchase Order, Specific Conditions of Contract or Contract.

"Guarantee" means what is described in paragraph 14 of these General Conditions.

"Purchase Order" means the order made by EFACEC to the Supplier, in order to purchase certain Products and/or Services under these General Conditions and which includes, for the purposes of these General Conditions, the reference to Specific Conditions and/or to a Contract, where applicable.

"Products" means the equipments and materials supplied by the Supplier to EFACEC, under the terms agreed to in the Purchase Order, Specific Conditions and/or in the Contract.

"Proposal" means the Supplier's proposal for the Request for Quotation (RFQ) issued by EFACEC.

"Services" means any services that the Supplier has agreed to provide to EFACEC under the terms agreed in its Purchase Order, Specific Conditions and/or in the Contract.

**2. GENERAL CONDITIONS**

2.1. All Purchase Orders issued by EFACEC are ruled by these General Conditions, available on EFACEC Group's official website ([www.efacec.com](http://www.efacec.com)) and they shall prevail over (i) any other agreements entered into orally or in writing, or (ii) any General Conditions of Sale or other contractual documents of the Supplier (including the Proposal).

2.2. These General Conditions are known to the Supplier who expressly acknowledges and accepts being bound by them.

2.3. In case of contradiction between these General Conditions and the Purchase Order, Specific Conditions and/or Contract, the provisions of the latter documents shall prevail.

2.4. Any changes, variation, condition or addition to these General Conditions shall only be considered as valid and effective if made by written document complementing the Purchase Order, Specific Conditions and/or Contract, and with EFACEC's express written agreement.

**3. CONDITIONS OF SUPPLY**

3.1. With the acceptance of the Purchase Order, the Supplier:

3.1.1 Acknowledges that it has been given and is fully aware of all the information required to comply with the Purchase Order;

3.1.2 Acknowledges its ability to provide the Supplies and/or Services as defined in the Purchase Order.

3.2. The Supplier undertakes to comply (and hereby warrants that its personnel strictly and fully comply) with all applicable laws and regulations, and warrants that it has all the authorisations, licenses and/or approvals as required under the applicable law and regulations for the proper execution of the Supplies, as well as for the fulfilment of the obligations set forth in the Purchase Order. Moreover, the Supplier also warrants to strictly comply with all the general and specific safety standards mandatory under law or regulation.

3.3. Unless otherwise expressly stated in writing by EFACEC, the contractual language will be Portuguese.

**4. PURCHASE ORDER**

4.1. The Supplies and/or Services defined in the Purchase Order must be executed in strict compliance with the technical specifications of the Products and/or Services and with the conditions established therein and/or in other contractual documents, as well as in compliance with legal standards and rules that are applicable to object of the Purchase Order at issue. The Supplier may not make any changes or execute the Supplies/ Services in any different way, without EFACEC's prior written approval.

4.2. Any possible conditions that may compromise the execution of the Supplies and/or Services, doubts, errors or omissions in the Purchase Order, must be notified in writing to EFACEC, within five (5) days from the date on which that Purchase Order was issued. The deadlines defined will not be affected by such conditions, doubts, errors or omissions, and will not be changed.

4.3. Any changes in the production processes or in the origin of the Products, as defined in the Purchase Order, will only be valid with EFACEC's written approval.

4.4. If the Supplier fails to comply with the provisions set forth in the paragraphs above, EFACEC reserves the right to reject the Products and/or Services included in the relevant Purchase Order, and the Supplier will be subject to the provisions of paragraph 16 of these General Conditions.

**5. ACCEPTANCE, CHANGES OR CANCELLATION OF THE PURCHASE ORDER**

5.1. The Purchase Order shall be deemed to have been accepted by the Supplier forty-eight (48) hours after the date of its issue by EFACEC, unless the Supplier objects to such acceptance in writing, within the same time period.

5.2. Any changes to the Purchase Order requested by the Supplier must be expressly approved in writing by EFACEC.

5.3. EFACEC may cancel all or part of a Purchase Order at any time until date of delivery of the Products or the execution of the Services without justification. In such cases, EFACEC shall be liable for payment of the proven direct costs suffered by the Supplier as a result of such cancellation.

**6. STORAGE, PREPARATION AND PACKAGING**

6.1. The Products to be supplied must be properly packed and numbered by the Supplier, in order to allow their identification and ensure their full integrity during and up to the date of their actual delivery at the delivery place specified in the relevant Purchase Order.

6.2. Upon request, the Supplier shall provide EFACEC, together with the Products supplied, with a list of all the items delivered, specifying their number, as mentioned in the previous paragraph (packing list).

6.3. EFACEC has the right to postpone shipment and/or delivery of part or all of the Supplies. In such cases, the Supplier shall ensure that they are stored and protected at its premises (or at any other facilities indicated by EFACEC), bearing the storage costs for a period of six (6) months from the originally scheduled delivery date, as well as the risk of loss or damage of the Products.

**7. DOCUMENTATION AND AUTHORIZATIONS**

7.1. The Supplier shall prepare and submit all the documentation (including studies, designs and final documentation) required for the proper operation of the Products and/or Services included in the Purchase Order, drawn up with the necessary degree of detail.

7.2. The Supplier must comply with all rules applicable to the shipment of hazardous Products, particularly those relating to the labelling of such hazardous goods.

7.3. The Supplier shall be liable for the consequences that may arise towards EFACEC if the documentation referred to in paragraph 7.1. is incorrect, incomplete, i.e. submitted after the scheduled submission date, as defined by the Purchase Order.

7.4. The Supplier shall be responsible for obtaining any permits, authorisations, approvals, consents or import/export licenses that are necessary for the fulfilment of its obligations arising from the Purchase Order.

**8. DELIVERY OF PRODUCTS AND/OR SERVICES**

8.1. The delivery of the Products shall be made at the delivery place defined and in accordance with the conditions laid down in the Purchase Order.

8.2. If Supplier fails to meet the agreed delivery date, it shall immediately inform EFACEC of such fact, and, if so requested by EFACEC, shall use any alternative means of transport necessary to meet such a deadline, bearing all additional costs.

8.3. In addition to the provisions set forth in the previous paragraph, delayed delivery of the Products and/or delay in the execution of the Services will result in the application of penalties for delay, in the terms set forth in paragraph 16.

**9. ACCEPTANCE**

9.1. Acceptance of the Products and/or Services will be made by EFACEC if they comply with the following requirements:

9.1.1. Satisfactory delivery of all Supplies and/or Services included in the Purchase Order (in accordance with clause 8.1.), after inspection by EFACEC or by any third party appointed by Efacec to make such inspection;

9.1.2. Delivery by the Supplier of all documents/information specified in the Purchase Order and in all its annexes, duly approved by EFACEC;

9.2. If, due to defects detected or non-compliance with clause 9.1., EFACEC considers that the conditions for Acceptance are not met, EFACEC shall inform the Supplier in writing. In the same notification, EFACEC shall set a reasonable deadline for the Supplier to make the necessary replacements and/or repairs in order to get the Acceptance. If the Supplier fails to comply with EFACEC's instructions, the Supplies and/or Services may be rejected, without prejudice of EFACEC's right to claim penalties for delay as set out in clause 16.

9.3. The Products and/or Services that do not comply with the specifications of the Purchase Order, applicable legislation or that suffer from defects or failures will be rejected, and may, at EFACEC's sole discretion, be returned to the Supplier for repair or replacement by new Products and/or Services, at the Supplier's own risk and expense.

9.4. As an alternative to the rejection of the Products and/or Services, EFACEC may also: (i) apply a price reduction if EFACEC intends to keep the Products and/or Services or (ii) terminate the Purchase Order in accordance with the provisions of clause 22.1.1.

9.5. Non-conformity procedures will be raised whenever non-conformities are detected at any stage of the execution of the Supplies and/or Services: anomalies, faults, errors, delays, deficiencies, inadequate or improper packaging for the means of transport used, and/or incompatibilities, method of assembly and/or installation with the technical specifications, standards and applicable law.

9.6. The non-conformity procedures will be duly recorded by EFACEC and a written complaint will be sent to the Supplier. These occurrences will negatively affect the Supplier's rating in EFACEC's Suppliers' Evaluation Process, and the Supplier may be subject to being deprived of receiving further Purchase Orders until submitting to EFACEC's approval, in writing, the appropriate justifications and responses to the non-conformities and a description on how to immediately implement corrective actions to avoid the repetition of identified non-conformities. The verification of the execution of those corrective actions shall be reported in writing to EFACEC.

9.7. The withdrawal of a non-conformity procedure does not affect the need to comply with the Purchase Order in all previously agreed terms.

**10. TRANSFER OF RISK AND PROPERTY**

The transfer of risk and property of the Products supplied under a Purchase Order occurs at the date of the correspondent written Acceptance by EFACEC.

**11. PRICES**

11.1. Prices are firm and subject to no revision.

11.2. The prices defined in the Purchase Order include all costs and expenses necessary for the execution of the Purchase Order, both in the country of origin and in the country of destination.

**12. TERMS OF PAYMENT**

12.1. Payments will be made according to the conditions defined by EFACEC in the Purchase Order.

12.2. Unless otherwise agreed in writing, payments will be made within one hundred and twenty (120) days after EFACEC's acceptance of the correspondent invoice.

12.3. Payment of the Supplies and/ or Services do not imply the acceptance by EFACEC that the Products and/or the Services are executed according to the Purchase Order.

12.4. EFACEC may offset or retain any invoiced amount if it has a claim against the Supplier, for whatever reason.

12.5. Payment of faulty or defective Products and/or Services does not imply their acceptance and does not release the Supplier from the obligation to remedy such situations (as referred to in paragraph 9), at its own risk.

**13. HUMAN RESOURCES**

13.1. The employees appointed by the Supplier to execute the Purchase Order are subject to the Supplier's supervision and management, and the Supplier undertakes to comply with all the rules and regulations applicable to the relationship established with said employees.

13.2. In the event that any of the Supplier's employees (or any other person appointed by the Supplier) needs to enter EFACEC's premises, they must be duly identified and authorised by EFACEC and must comply with all internal rules and regulations in force at EFACEC.

**14. WARRANTY**

14.1. The Supplier warrants that all the Products delivered and Services executed are new, free from defects and fit for their intended use, and that they comply with all relevant national and international legal provisions, including applicable regulations and guidelines of authorities, trade and professional associations.

14.2. Unless otherwise expressly stated in the Purchase Order, the minimum Warranty period for the Products and/or Services will be twenty-four (24) months, from the date of their Acceptance.

14.3. During the Warranty period, the Supplier undertakes to correct, repair or replace, at its own risk and expense, all or part of the Products or Services that have defects, errors, failures, deficiencies, malfunctions and/or incompatibilities with the specified in the Purchase Order or with any applicable laws and regulations, providing EFACEC with a detailed report of occurrence and bearing all the inherent costs.

14.4. If the Supplier's response under warranty obligations is inadequate or not in accordance with the deadlines defined by EFACEC for this purpose, EFACEC may have the necessary repairs modifications or replacements carried out by any third Party (or by itself), at the Supplier's risk and cost.

14.5. In the event that the Products delivered or Services executed (totally or partially) have been repaired or replaced, the Warranty period re-starts from the date on which the defect was duly corrected.

**15. SUBCONTRACTING AND ASSIGNMENT**

15.1. The Supplier may not, without EFACEC's prior written consent, assign or transfer to any third parties, all or part of its obligations under the Purchase Order.

15.2. In case of subcontracting of part of the Supplies and/or Services included in a Purchase Order, the Supplier will be the sole responsible towards EFACEC for the correct and timely performance of such Purchase Order.

15.3. EFACEC reserves the right to refuse any subcontractor presented by the Supplier.

**16. PENALTIES FOR DELAY**

16.1. If the Supplier, for reasons attributable to it, fails to comply with the (partial or overall) delivery deadlines specified in the Purchase Order, EFACEC has the right to apply the following penalties, without prejudice to the right to claim any excess damage:

16.1.1 The Supplier shall be subject to the payment of a penalty corresponding to 0.5% (half percent) for each calendar day of delay in the delivery or execution;

16.1.2 If the delay exceeds ten (10) calendar days, the penalty to be applied from the end of this period will be increased to 1% (one percent), calculated in the same terms as set forth in the previous paragraph, up to a maximum of twenty percent (20%) of the Price of the Purchase Order.

**17. INSURANCES**

17.1. The Supplier is responsible for obtaining and maintaining, at its own cost and risk, all the necessary insurance policies required for the execution of the Purchase Order, including civil liability, in order to safeguard EFACEC's position with respect to all losses or damages occurred during the execution of the Supplies.

17.2. The Supplier shall provide EFACEC, when requested, with proof of the insurances required under the terms of the preceding paragraph.

**18. INTELLECTUAL PROPERTY**

18.1. EFACEC considers the prevention and protection against counterfeiting and safeguarding of Intellectual Property Rights essential, and strict compliance by the Supplier with the legal rules applicable to this matter is considered as of essence in entering into a Contract with EFACEC.

18.2. The Supplier warrants that the execution of the Supplies will not imply the infringement of any third party intellectual property rights. In particular, the Supplier warrants that it holds the ownership or license to use and sell the Intellectual Property Rights of the Products included in the Supplies.

18.3. Failure to comply with the provisions of the preceding paragraphs by the Supplier, shall entitle EFACEC to immediately terminate the Contract or Purchase Order, without the need for prior notice and with the consequences set out in these General Conditions.

18.4. The Supplier is liable towards EFACEC for any loss, damage or expense resulting from the breach - or alleged breach - of its obligations under this clause. The Supplier shall be solely liable for damages and costs arising from any actions or legal proceedings filed against EFACEC or any third parties, related to intellectual property rights, arising out of the use, possession or sale of the materials or equipments supplied by the Supplier under the Contract or Purchase Order (including costs resulting from such actions and/or proceedings).

18.5. Any obligations arising out of or in connection with the direct or indirect use of know-how, patents, utility models, designs, including those related to the obtaining of the necessary authorisations from their rightful owners and those related with payment of the correspondent costs and expenses, shall be borne exclusively by the Supplier, who shall be deemed to be solely liable in the event of any legal issue resulting therefrom, as well as for any claim arising from the breach or alleged breach of such rights.

18.6. The Supplier may not invoke any personal rights with respect to intellectual property rights in order to prevent the fulfilment of its obligations under the Purchase Order.

**19. PROPERTY OF THE TECHNICAL MATERIAL**

19.1. The Purchase Order, such as drawings, tools, moulds, equipment, raw materials, etc., will imply the application of the legal obligations of custody of such materials, until they are returned to EFACEC, in the same conditions in which the Supplier has received them and as soon as requested.

19.2. EFACEC's documents and materials may only be used exclusively for the purposes defined by EFACEC and should not be copied or made available to any third parties, EFACEC's prior written approval.

19.3. The Supplier is also liable for any loss or damage to any materials, products and equipments provided by EFACEC. As it is, the Supplier shall bear all costs of replacing lost or damaged materials, products and equipments and shall be liable towards EFACEC for all damages caused to EFACEC due to such loss/damage.

19.4. All execution projects, written or drawn parts, final designs, drawings, software, studies, reports or any other intellectual creations prepared by the Supplier under and in accordance with the Purchase Order, as well as any intellectual property rights that EFACEC has over them shall, for all purposes, will be the property of EFACEC and the contractual relations between EFACEC and the Supplier, freely modified by EFACEC, may be terminated.

**20. CONFIDENTIALITY**

20.1. All information disclosed between the Parties, including those contained in the Purchase Order and all related commercial and technical details, must be treated by the receiving party as trade secrets and, therefore, as confidential.

20.2. The Parties undertake not to disclose to any third parties and not to use, for their own or third parties' benefit, any information contained in these General Conditions or other contractual documents within the scope of the Purchase Order.

20.3. The obligation of confidentiality hereby defined shall continue effective after the termination or fulfilment of the Purchase Order.

**21. DATA PROTECTION**

21.1. The Parties acknowledge and agree that they may have access to personal data of the other Party or third parties. Each Party undertakes to process personal data in accordance with any applicable standards, such as those provided for in the General Data Protection Regulation, notably not to process personal data without being authorised to do so, to process personal data for different purposes, copy, reproduce, change, disseminate, transfer or disclose the personal data to which it may have access.

21.2. Notwithstanding the foregoing, personal data to which any Party may have access may only be used by the other Party for the purposes of these General Conditions and Purchase Order to ensure compliance with applicable legal obligations and/or communications between the Parties.

21.3. Each Party undertakes to immediately inform the other Party of the occurrence of any situation that may affect personal data or that by any means may constitute a data breach or a violation of legal requirements for data protection. Any Party shall at all times take all necessary measures to prevent data breaches and further violations from occurring.

**22. TERMINATION**

22.1. The Purchase Order may be terminated by EFACEC, at any time and without any liability, in any of the following cases:

22.1.1 If the Products delivered or Services executed do not comply with the specifications of these General Conditions and the Purchase Order and/or other contractual documents;

22.1.2 If the Products delivered or Services executed are different from the samples or specifications submitted by the Supplier for approval by EFACEC;

22.1.3 If the maximum amount of penalties for delays, as defined in paragraph 16, is reached;

22.1.4 If any doubts arise as to the Supplier's rights regarding the Products or Services, patents, trademarks, models and designs;

22.1.5 If the Supplier faces bankruptcy or insolvency, or applies for it to the competent

authorities;

22.1.6 If the Supplier is in breach any of its obligations under the Purchase Order or these General Conditions;

22.1.7 In cases of force majeure in accordance with paragraph 23.2.

22.1.8 In any other case of termination provided for in the applicable Law.

22.2. If the termination affects only part of the Purchase Order, EFACEC shall only be liable towards the Supplier to pay for the Products or Services formally Accepted under clause 9, and the Supplier shall not be entitled to any compensation for the part affected by the termination.

22.3. Immediately after the notice of termination is given, the Supplier shall return, within a period to be agreed upon, all material entrusted by EFACEC, as well as all materials, studies, drawings, tools, moulds, etc. relevant to the performance of the Supplies.

22.4. All payments received by the Supplier in respect of defective Products or Services will be reimbursed by EFACEC and the Supplier will make such refund within thirty (30) days from the date of termination.

22.5. In the event of termination of the Purchase Order for reasons attributable to the Supplier, the latter shall be liable to EFACEC for the costs and damages caused by such termination.

**23. FORCE MAJEURE**

23.1. In the event of unforeseeable or, if foreseeable, unavoidable, objective circumstances beyond the control of either the Supplier or EFACEC that prevent them from complying with their obligations under these General Conditions or Purchase Order, neither party may be held liable for failure to comply with such obligations while the force majeure event endures.

23.2. If the force majeure event lasts for more than two (2) months, the party affected by it may terminate the Purchase Order.

23.3. The following are not considered to be cases of force majeure:

23.3.1 Delays or breach of any of the Supplier's subcontractors;

23.3.2 Shortage of labour and/or materials;

23.3.3 Strikes, lock-outs and other labour dispute resolution measures.

**24. FINAL PROVISIONS**

24.1. Where applicable, the international rules (Incoterms 2010) of the International Chamber of Commerce shall be used for the interpretation of the terms and conditions of supply of a Purchase Order.

24.2. If EFACEC does not require the Supplier to comply with any of its contractual obligations at any time, this does not imply a waiver by EFACEC of any rights, which may be fully and completely enforced at any time, nor does it constitute an acquired right by the Supplier.

24.3. If any provision of these General Conditions or the Purchase Order is deemed totally or partially invalid, this will not affect the validity of the remaining contractual documents. The Supplier and EFACEC shall agree on a valid provision that is as similar as possible to the invalid provision. If an agreement is not reached between the Parties, the matter shall be settled by the competent courts.

24.4. All notices related to these General Conditions shall be made in writing to the address of the other Party stated in the Purchase Order or to any other address designated by the Party at any time upon notice. The notification will be considered delivered correctly if it is delivered against receipt and will be considered received on the date of delivery in the event of delivery by hand, and by transmission confirmation, if sent by email, or on the date of receipt in the case of registered mail.

**25. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

25.1. These General Conditions and Purchase Orders issued thereunder shall be ruled by Portuguese Law.

25.2. The Parties assign exclusive jurisdiction to the Judicial Courts of Oporto, Portugal, for the settlement of any dispute arising out or in connection with these General Conditions or from any Purchase Order.