

GENERAL CONDITIONS OF SALES

1 – GENERAL CONDITIONS

1.1 – Sales and delivery of merchandise will be executed according to the conditions indicated in this document. Any alteration to these conditions will obligatorily have to be written in a specific document and signed by both parties.

1.2 – POLICABOS S.A. privileges a partnership that is intended to last and, in this assumption, any sale made implies that the client, in normal situations, accepts the general conditions stated here.

2 – CONCESSION OF CREDIT

2.1 – Concession of credit and its amount will depend on the previous approval by the credit insurance or the presentation of other guaranties previously negotiated. The request to open a credit can be solicited by completing a Customer Form. After analysis by the Financial Department, the approved ceiling and other financial conditions will be communicated to the client.

2.2 – The ceiling can be changed at any time, according to the decisions taken by the credit insurer, which will be communicated to the client.

2.3. Only orders worth more than € 50 may be considered Credit Sales.

3 - PRICES AND PAYMENT CONDITIONS

3.1. At the proposed prices, the Value Added Tax (VAT) is added, according to the legislation in force.

3.2. The payment terms are stated in the Invoice document.

3.3 The delay in the respective payment may imply suspension of supplies and the payment of interest in arrears / compensation calculated in accordance with the law.

4 - DEADLINES AND DELIVERY OF MATERIALS

4.1. Delivery times are set contractually and, as a rule, it is POLICABOS S. A.'s standard to comply with them. However, unforeseen situations may occur that make this normal fulfillment impossible.

4.2. Only penalties for non-compliance with deadlines will be accepted, if previously negotiated by the parties and written in the documents generating the order. However, POLICABOS SA cannot be penalized for any damages arising from the extension of the term, even if previously negotiated, due to Force Majeure, in particular if the performance of the contract is prevented or postponed as a result of facts or circumstances outside our control, such as: supplier failures, transport failures, raw material unavailability, fuel and energy, war, catastrophe. POLICABOS SA will not be responsible for any compensation resulting from such non-compliance.

4.3. The materials available by POLICABOS S.A. in our warehouse must be collected by the client or shipped by appointment of this client, for a maximum period of 10 days. If this period is exceeded, POLICABOS S.A. reserves the right to charge storage costs to the customer.

4.4. The materials will be dispatched by POLICABOS S.A. at the request of the customer, to the place designated by him, being the responsibility of the buyer, the availability of means of unloading.



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4.5. Orders worth less than 200€ which, at the customer's request, are dispatched by POLICABOS S.A, will be subject to shipping costs in the amount of € 5.

5 – PURCHASE ORDER

5.1. The purchase orders must be sent in writing, duly valued, mentioning the proposal that gave rise to it and specifying the place of delivery of the merchandise.

6 - QUANTITIES PROVIDED

6.1. POLICABOS S.A. invoices the quantities actually delivered / received to the customer, with a tolerance of approximately 3% in relation to the quantities ordered, which means that differences up to that amount cannot be subject to a complaint, unless otherwise agreed by the parties.

7 - WARRANTY

7.1. POLICABOS, S.A. guarantees for all its products a guarantee equal to the one offered by the respective manufacturer, starting from the date of the invoice and referring exclusively to defects in manufacture. This guarantee ceases as soon as the products have been intervened or misused.

8 - COMPLAINTS

- 8.1. Complaints must be written within ten days of receipt of the materials or their invoice.
8.2. Any liability attributable to POLICABOS S.A. shall be unequivocally demonstrated to be accepted, and shall not release the buyer from its payment obligations.
8.3. It shall be essential to note, in the transport document, when POLICABOS S.A. is hiring the freight forwarder, any anomaly of the product or its packing, resulting from said transport.

9 - RETURNS

9.1 No refunds of materials are allowed without the prior consent of POLICABOS S.A. In duly substantiated cases, refunds of materials in a good state of conservation may be accepted through depreciation to be defined by POLICABOS S.A.

10 - RESERVATION OF PROPERTY

- 10.1. The materials delivered remain the property of POLICABOS S.A. until payment is complete.
10.2. The buyer may process the goods in the course of his business.
10.3. The reservation of ownership will remain in full force even if the materials are processed. In this case the reservation of ownership will extend proportionally to the new products that arise from the transformation.
10.4. The buyer will inform POLICABOS S.A. immediately of any mortgages of the merchandise subject to this reservation of ownership.

11- REELS

- 11.1. Reels - coils and pallets - will be debited together with the materials they contain.
11.2. The payment term is that mentioned on the invoice.



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11.3. The return of the reels will be at the client's risk. We may, however, proceed to collect them in the continental national territory, provided that previously agreed and addressed the respective request for collection.

11.4. Coils returned within a maximum period of two years and in good condition, will be credited with a devaluation of 20% in relation to the amount debited.

11.5. In export situations or shipments to the islands, prices may include the cost of reels. In these situations, paragraphs 10.1 to 10.4 will not be considered.

12 - LAWS IN THE COUNTRY OF DESTINATION

12.1 The buyer is responsible for compliance with all regulations and laws regarding the importation, delivery, storage and use of the goods supplied by POLICABOS S.A in the country of destination.

13 - DISPUTES

13.1. The contract of purchase and sale of our materials is governed by Portuguese Law.

13.2. In case of litigation, the jurisdiction of the Court of the District of Sintra is the recognized entity.

Sintra, 2017.07.01

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