

## GENERAL SALES CONDITIONS

### 1. GENERAL CONDITIONS

1.1. Sales and delivery of merchandise will be executed according to the conditions hereby indicated. Any change to these conditions will mandatorily have to be written in a specific document and signed by both parties.

1.2. **LAPP Policabos** privileges a partnership that is intended to last, and, in this assumption, any sale executed implies that the Customer, in normal situations, accepts the general conditions stated here.

### 2. CREDIT ATRIBUTION

2.1. Concession of credit and its amount will depend on the previous approval by the credit insurance company or the presentation of other guaranties previously negotiated. The request to open a credit can be applied with a Customer Information Form which can be requested to us. After our Financial Department analysis, the approved credit amount and other financial conditions will be transmitted to the Customer.

2.2. The credit amount can be changed at any time, according to the decisions taken by the Credit Insurer, which will be communicated to the Customer.

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

### 3. PRICES AND PAYMENT TERMS

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

3.2. Payment terms are stated in the invoice document.

3.3 Outstanding payments 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 **LAPP Policabos** standard to comply with them. However, unforeseen situations may occur that make this normal completion 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, **LAPP Policabos** 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. **LAPP Policabos** will not be responsible for any compensation resulting from such non-compliance.

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

4.4. The materials will be dispatched by **LAPP Policabos** at the request of the customer, to the place designated by him, being unloading at the buyer's responsibility.

4.5. Orders worth less than 200€ which, at the Customer's request, are dispatched by **LAPP Policabos**, will be subject to shipping costs in the amount of 7,50€. This applies only for domestic deliveries.

### 5. PURCHASE ORDER

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

### 6. QUANTITIES SUPPLIED

6.1. **LAPP Policabos** will invoice the quantities actually delivered/received to the customer, with a tolerance of approximately  $\pm 3\%$  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.

6.2. Length or meter markings are four-digit number combinations that are counted consecutively and increased by 1 per meter. The counting start point is chosen freely. Meter markings are to be understood as length markings and they are only an indication / tool (e.g. for simple measurement or for the determination of the remaining length) and are not metrically registered. An accuracy of  $\pm 1\%$  is intended. To determine the exact (residual / delivery) length, we use of course calibrated cable measuring devices. As often no calibrated measuring systems are used for the meter marking, inaccuracies in meter marking are no defect.

## 7. WARRANTY

7.1. **LAPP Policabos** will assume for all sold products a guarantee equal to the one offered by the respective manufacturer, starting from the date of the invoice, and referring exclusively manufacture defects. This guarantee ceases as soon as the products have been intervened or misused.

## 8. COMPLAINTS

8.1. Complaints must be written within ten days after the receipt of materials or their invoice.

8.2. Any liability attributable to **LAPP Policabos** shall be unequivocally demonstrated to be accepted and shall not release the buyer from its payment obligations.

8.3. It must be written in the transport document, when **LAPP Policabos** is hiring the freight forwarder, any anomaly of the product or its packing, resulting from this transportation.

## 9. RETURNS

9.1 No goods' returns are allowed without the prior consent of **LAPP Policabos**. In duly substantiated cases, returns of materials in a good sale condition may be accepted through depreciation to be defined by **LAPP Policabos**.

## 10. RETENTION OF TITLE

10.1. The materials delivered remain the property of **LAPP Policabos** until payment is complete.

10.2. The buyer may resale or process the goods during his business.

10.3. The retention of title will remain in full force even if the materials are processed. In this case the retention of title will extend proportionally to the new products that arise from the transformation.

10.4. The buyer will inform **LAPP Policabos** immediately of any mortgages of the merchandise subject to this retention of title.

## 11. PACKAGES

11.1. Cable drums and pallets will be invoiced together with the materials they contain.

11.2. The payment term is the same as the one mentioned on the invoice.

11.3. The return of the drums will be at the Customer's risk. We may, however, 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 AT THE DESTINATION COUNTRY

12.1 The buyer is responsible for compliance with all regulations and laws regarding the import, delivery, storage and use of the goods supplied by **LAPP Policabos** in the destination country.

## 13. DISPUTES

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

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

Sintra, 2020.08.01

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