

## GENERAL CONDITIONS OF SALE AND SUPPLY

### INDUMEL – Embalagens Unipessoal, Lda

#### 1. SCOPE OF APPLICATION

1.1. These General Conditions of Sale (hereinafter referred to as General Conditions) apply to all sales and supplies of products made by INDUMEL – Embalagens Unipessoal, Lda (hereinafter referred to as INDUMEL) to their "Purchasers", which are effected exclusively in accordance with the following terms and conditions.

1.2. By submitting the corresponding purchase order (hereinafter referred to as the Order) to INDUMEL, the Purchaser accepts these General Conditions, without any reservations, and agrees to comply therewith. All clauses in any Requisitions or Orders that provide otherwise shall be deemed to be not written.

1.3. The Purchaser shall be deemed to have notice of these General Conditions via the sending thereof by INDUMEL, by any means by which notice can be had thereof.

1.4. The General Conditions are the only Conditions applicable and replace all former Conditions, and INDUMEL reserves the right to modify the data and characteristics of this document at any time, notice whereof shall be given to all Clients.

#### 2. ORDERS

2.1. Notice of all Purchasers' Orders and/or of Proposals, and any alterations thereof, shall be given to INDUMEL by any reliable and verifiable means.

2.2. Where INDUMEL sends a Proposal to the Purchaser, the same shall only be deemed to be accepted and binding on both parties, when INDUMEL accepts the corresponding Order, on the basis of the original Proposal (Acceptance).

2.3. The scope of the supply of products shall be clearly stipulated in the order placed by the Purchaser and/or in the Proposal sent by INDUMEL.

2.4. All modifications and/or variations of the scope of the supplies included in the Order and/or in the Acceptance, proposed by one of the Parties, shall be proposed to the other party and shall be valid and effective unless expressly rejected by the other party.

#### 3. PRICE, SERVICE CHARGES AND PAYMENT TERMS

3.1. The prices of the products marketed by INDUMEL will be contained in the Price List sent to the Purchaser, or in any Proposals and/or Acceptances of Orders sent to Purchasers. The provisions of paragraph 2. ORDERS shall prevail in the event of difference or conflict.

3.2. Unless otherwise stated in an agreement in writing between INDUMEL and the Purchaser, the prices include packaging and transport.

3.3. Unless otherwise stated in the Proposal and/or in the Acceptance, payment for the products purchased shall be made no later than 60 (sixty) days from the date of the invoice sent by INDUMEL to the Purchaser.

3.4. Invoices shall be paid within the payment period indicated above, by cheque, confirming, or bank transfer to the bank account indicated by INDUMEL in the Proposal or the Acceptance, without need for INDUMEL to give any prior notice thereof, and free of all retentions, deductions, expenses or charges.

3.5. Default interest at the legal rate in force shall accrue on invoices not paid by the corresponding due date. INDUMEL may additionally, in the event of delay in the payment of an invoice and in its absolute discretion, unilaterally suspend the production and delivery of all pending Orders, and immediately demand the return of orders already delivered.

3.6. The granting of credit to Purchasers will be considered by INDUMEL on a case-by-case basis, subject to: (i) favourable commercial data, (ii) a minimum level of annual purchases from INDUMEL, (iii) a maximum credit limit, (iv) credit insurance, and (v) other criteria considered to be necessary or convenient, as INDUMEL considers appropriate from time to time. VAT, plus any other applicable taxes or charges, shall be added to all amounts, at the legal rate in force.

3.7. Prices may be changed for the following reasons, inter alia:

(i) salary variations / updates;

(ii) raw materials;

(iii) energy costs;

(iv) costs at source.

#### 4. RETENTION OF TITLE

All products are sold by INDUMEL subject to retention of title, in accordance with and for the purposes of the provisions of Article 409.1 of the Portuguese Civil Code, and accordingly title shall rest with INDUMEL pending payment of the price in full.

#### 5. TRANSPORT AND DELIVERY

5.1. INDUMEL shall be responsible for the delivery of products in Portugal, unless otherwise expressly agreed in writing between the Parties.

5.2. The delivery date and other conditions shall also be stated in the Proposal or Acceptance of the Order. INDUMEL shall not be required to comply with the delivery date, where the Purchaser is in breach of the corresponding payment obligation.

5.3. The agreed delivery dates shall be changed where:

a) The Purchaser fails to submit the documentation necessary for the implementation of the supply of products, or requests changes to the Order;

b) The Purchaser has breached any of its contractual obligations stated in the Order accepted by INDUMEL, particularly with regard to the payment obligation;

c) Events or a combination of events occur(s), which are unforeseeable and/or beyond the control of INDUMEL, that prevent(s) or delay(s) the supplies scheduled, such as, but not limited to: supplier, transport or services strikes, third party failure to supply, transport system failure, flood, storm, civil unrest, sabotage, accidental closure of the works of INDUMEL or of one of its subcontractors due to faults, natural disasters, war, whether declared or not, civil or with other countries, guerrilla or terrorist acts, riots, sabotage,

explosions, earthquakes, faults of equipment or materials, where the same are required in order to comply with its contractual obligations, extensive military mobilisation, insurrection, requisition, embargo, restrictions on power use and defects or delays in deliveries by subcontractors due to any cause of force majeure, etc.

5.4. Where the products are not transported by INDUMEL's own resources, or by a carrier contracted by it, transport shall be carried out at the expense and risk of the Purchaser. In such a case, the risk shall pass to the Purchaser when the products are made available at INDUMEL's premises for transport and delivery, and no liability is accepted from any loss or damage arising from such transport.

5.5. Where the Purchaser fails to collect the products or make an agreement with INDUMEL for the storage of the products at its premises, subject to prior and specifically agreed conditions, all costs and risks of the said storage shall be borne by the Purchaser and shall not guarantee a storage period of more than 30 days.

5.6. The transport and delivery of products outside of Portugal are subject to INCOTERMS 2010.

## 6. COMPLAINTS

6.1. The following time limits for the making of complaints by the Purchaser to INDUMEL are expressly agreed:

a) 48 hours – for complaints based on discrepancies between the number of units ordered and the number of units delivered;

b) 15 days – for complaints based on non-compliance with the order or with specifications stipulated by the Purchaser in its original order.

6.2. Time limits shall be calculated as from the date of the delivery of the material. INDUMEL shall, in the event of complaint within the abovementioned time limits, take such measures as it deems necessary in order to eliminate the defects complained of.

6.3. The Purchaser shall, on the expiry of the time limit referred to in the preceding number, be deemed to have accepted without reservation, so that any right to complain shall be extinguished and the guarantee period shall commence immediately.

6.4. All complaints regarding damage to the goods must be noted on carrier's waybill, failing which the complaint will not be considered by INDUMEL.

## 7. GUARANTEES

7.1. INDUMEL guarantees that the products supplied will comply with the technical specifications in the Proposal submitted. INDUMEL provides no other express or implied guarantees with regard to the products. All other guarantees of sale or suitability for purpose or specific use are expressly excluded.

7.2. All defects which are the result of external causes such as third-party acts or omissions and/or storage in unsuitable conditions, i.e. at temperatures in excess of 45 degrees Celsius, are not covered by the guarantee.

7.3. The guarantee also ceases when the product is integrated or incorporated into another product as a component.

7.4. The guarantee does not, in any event, cover product shipping costs or the labour necessary in order to replace damaged components.

## 8. LIMITATION OF LIABILITY

INDUMEL's liability for its acts and those of its employees, service providers, representatives and suppliers which result in non-compliance with its contractual obligations shall not, except in the event of wilful misconduct or gross negligence, exceed the basic value of the order, and will not, in any event, include damages for loss of profit, loss of income, loss of use, loss of production, capital costs, costs arising from replacement equipment, premises or services, costs arising from non-availability, delays and complaints of clients of the Purchaser, or costs related to the interruption of operations, loss of expected savings or other types of special damage, either indirect or consequential. The provisions of this clause shall not apply to any damage to the life, moral or physical integrity or health of people, or to liability for noncontractual material damage.

## 9. IMPROPER USE OF THE PRODUCT

INDUMEL accepts no liability for use of the packaging for purposes not defined in the requirements and the proposal accepted. The Purchaser is solely liable with regard to all uses of the packaging supplied by INDUMEL.

## 10. LEGISLATION APPLICABLE TO THE PACKAGING SUPPLIED

10.1. INDUMEL is not liable for non-compliance with specific legislation applicable to the use of the packaging supplied, in Portugal or abroad, and the Purchaser shall be solely and wholly liable in respect thereof, unless otherwise provided in the proposal approved.

10.2. The Purchaser shall, as from the date of the delivery of the products by INDUMEL, be responsible for keeping itself and all personnel involved in the handling of products, familiarised with and fully informed regarding the nature of any risks to health and/or the environment and the safe and appropriate manner in which to handle the products, in accordance with the applicable legislation.

## 11. APPLICABLE LAW AND JURISDICTION

These General Conditions are governed by the applicable Portuguese legislation.

The courts of Lisbon shall have exclusive jurisdiction with regard to all disputes arising from the interpretation and/or performance of these General Conditions.

Ponte do Rol, 1<sup>st</sup> April 2017