

**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF ASSETS AND SERVICES ("GENERAL CONDITIONS OF PURCHASE")  
INTROSYS – INTEGRATION FOR ROBOTIC SYSTEMS, S.A.**

**1. GENERAL DEFINITIONS**

The term "SUPPLIER" shall mean all natural or legal persons who supply a good or render a service to Introsys;  
Only natural or legal persons who hold professional card/Licenses/permits or similar, as required in order to supply the desired goods or services or proposing to do so, are allowed to be Introsys suppliers, and they must also show that they are not indebted to the Tax Office or Social Security.  
The term "REQUEST OF QUOTATION AND/OR SERVICE PRESENTATION" shall mean the request addressed to the supplier with the technical description (engineering, quality, quantity) of the required good or service, delivery or fulfilment deadlines, and special performance conditions, if any, for the same to submit a proposal for the supply of a good or service.  
The term "PURCHASE ORDER/AWARD" means the document in which Introsys informs the supplier of the acceptance of the proposal submitted by it and the award to the same for the supply of the good or service, under the General Conditions of Purchase prescribed in this document, expressly excluding any other terms and conditions of the supplier.

**2. GENERAL CONDITIONS**

- 2.1. All purchase orders made by the company Introsys Integration for robotic Systems – Integração de sistemas Robóticos, SA, shall be governed by these General Conditions of Purchase of INTROSYS – INTEGRATION FOR ROBOTIC SYSTEMS, S.A. available at the website address [http://introsys.eu/conteudos/general\\_conditions\\_of\\_purchase\\_introsys.pdf](http://introsys.eu/conteudos/general_conditions_of_purchase_introsys.pdf). The General Introsys Conditions of Purchase shall prevail over any other terms and conditions of the supplier. Any amendment, variation, condition or amendment to these General Conditions shall only be considered as valid and effective if they are contained in the Purchase Order/award, Specific Conditions of Order and/or Contract and have been covered by express written agreement from Introsys.
- 2.2. The supplier when submitting a quote, offer to supply or render services, declares, tacitly, that he/she/it knows and accepts the engineering, quality and quantity technical conditions to supply the goods services proposed and meets the requirements laid down to be a supplier of Introsys, under the General Conditions of Purchase of the same, which prevail over any general terms of sale of the supplier, unless the parties agree in writing on different special conditions.
- 2.3. A supplier who submits a proposal for supply, quote or delivery of services, shall be bound to the same for the period that it has stated or in case of omission until it has been considered and decided in writing by Introsys or the related purchase order / award is issued.
- 2.4. Introsys shall be bound to a purchase order in writing issued by the procurement department, and no purchase order/award placed verbally, by telephone or any other means, which has not been confirmed in writing, shall be acknowledged or considered valid.
- 2.5. Any amendment to the purchase order/award that has been issued by Introsys is binding only when confirmed in writing. When there are additional costs or changes to delivery deadlines based on changes to the purchase order/award, these will be negotiated with the supplier.
- 2.6. Introsys does not pay any amount for the preparation, drafting and presentation of a budget by the supplier.
- 2.7. The Request of Quotation and/or Service Presentation by Introsys shall not create any obligation for it to purchase.
- 2.8. By accepting this Purchase Order, the supplier automatically:
  - 2.8.1. Acknowledges that it has in its possession and that it has full knowledge of all engineering, quality and quantity technical information, necessary for fulfilment of the Purchase Order / award.
  - 2.8.2. Meets the conditions to be a supplier of Introsys and provides the assurances required by Introsys on Purchase Order/award or under conditions that may be set in the contract.
  - 2.8.3. Acknowledges that it has the capacity to perform the Purchase Order/award;
  - 2.8.4. Waives the right to apply its own General Conditions of sale.
- 2.9. Any incompatibilities, doubts, errors or omissions in the Purchase Order/Award, shall be sent in writing to Introsys within 5 days from the date the Purchase Order/Award was communicated. The deadlines established and communicated are not affected by these incompatibilities, doubts, errors or omissions, and shall, therefore, not be changed.
- 2.10. Any proposed amendment to the Purchase Order/award requested by the Supplier shall be expressly approved by Introsys in writing and, where the same occurs following the acceptance of the Purchase Order/award, it shall not take place by the Supplier without the express written consent of Introsys, all without prejudice to the responsibilities undertaken by the Supplier.
- 2.11. The Supplier undertakes to inform Introsys whenever it detects a deviation from the features and characteristics set out in the subject matter of the Purchase Order/Award, and shall, to that end, propose alternatives that comply therewith, which Introsys reserves the right to reject.
- 2.12. Any changes to production processes, origin and quality of materials or equipment as defined in Request of Quotation and/or Service Presentation, or that have been defined in negotiations, Purchase Order/award, or specific or other conditions, as well as the fulfilment deadlines, shall only be valid on the written approval of Introsys.
- 2.13. If the supplier does not comply with the provisions of the preceding paragraph, Introsys reserves the right to reject the assets or services contained in the purchase order, and the supplier shall be subject to the application of the penalties set out in these General Conditions of Purchase.
- 2.14. For all documents contained in the Purchase Order/award submitted in language other than Portuguese, it shall be deemed that the Supplier is capable of interpreting them unless stated otherwise in writing prior to Acceptance.
- 2.15. The supplier will be evaluated at three stages: at the time of order, at the reception of the material/service and at the billing phase. In case of any deviation it will be duly notified.

**3. SUPPLY**

- 3.1. The order Shall be fulfilled by the supplier in strict compliance with the technical specifications stipulated by Introsys, within the stipulated deadlines, conditions of supply, established quantities and defined quality, specific conditions of the order, contract and/or other contract documents, with respect to and in strict compliance with the technical regulations specified and legal standards applicable to the goods and services to be supplied and in question and in good condition.
- 3.2. The Supplier undertakes to inform Introsys of any condition that may compromise the fulfilment of the Purchase Order under the agreed terms.
- 3.3. The Purchase Order shall be deemed to include the supply of all the accessories and required activities (i.e. detail engineering, technical information, transportation, unloading and any material and equipment testing, among others), for the complete performance of thereof.
- 3.4. Whenever requested by Introsys, the supplier shall attend, personally or represented by a qualified and authorised person, the meetings concerning the scope of its supply.
- 3.5. The Supplier shall provide to Introsys, at no additional costs to it, all materials, documentation or any other activities within the scope of its supply as may be necessary for the correct working, operation, and/or maintenance of the materials and equipment listed in the Purchase Order, even if not listed or entirely specified therein and in its schedules.
- 3.6. Whenever, within the scope of the Purchase Order, the activity of the Supplier depends or is dependent on third parties, it undertakes to immediately inform Introsys thereof, and shall cooperate in order to overcome the difficulties resulting there from, and any additional costs or losses shall be borne by the supplier.
- 3.7. The Supplier is required to comply, and cause its staff to comply, strictly and completely, with all technical regulations, instructions or other, which have been stipulated by Introsys, and shall comply with the legislation that is applicable to the activity pursued and demonstrate that it is in possession of all the authorisations, licenses and/or approvals that, under the law and regulations, are applicable thereto, and if required for the realization of its activity as well as for the complete performance of obligations under the Purchase Order. Additionally, the Supplier guarantees the complete performance of all safety standards, general and specific, as well as all other specific service conditions in force at Introsys, which it communicates to the Supplier.

- 3.8. The Supplier shall be fully liable for any and all damage that may result from the failure to comply with the standards, conditions and deadlines referred to above.
- 3.9. The Supplier shall be responsible for obtaining authorisations, endorsements or import/export licenses that are necessary in accordance with their responsibilities in fulfilment of their supply obligations arising from this Purchase Order/award.
- 3.10. The Supplier undertakes to fulfil and comply with all the definitions in terms of the technical specifications for the equipment and materials stated in the Purchase Order/award (i.e. specification, manufacturing standards and industrial processes, assembly methods, testing and operability thereof) and in the rules and legally applicable standards, and shall not alter them or carry them out in a different manner, without the written approval of Introsys.
- 3.11. The transfer of the risk of the object of the Purchase Order/award takes place upon the delivery of the object or the delivery of service on the conditions or at the locations stipulated by the same.
- 3.12. In the interpretation of the contracted supply conditions the international rules (Incoterms 2010) of the International Chamber of Commerce shall be used
- 3.13. The Supplier is expressly prohibited from the following, unless agreed to in advance in writing by Introsys:
  - 3.13.1. Assigning or transferring part or all of the Purchase Order;
  - 3.13.2. Incorporating a company, consortium or group of any type whatsoever, to bring about the complete performance of the Purchase Order/award;
  - 3.13.3. Subcontract the parts of Order/award that request their direct expertise and have been awarded to the supplier due to its competence or experience in this field.
- 3.14. Once Introsys has given its consent to the Supplier to subcontract one or more parts of the Purchase Order/award, it shall ensure the complete performance of the supplies entrusted to its subcontractors, and it shall be solely liable to Introsys for the proper fulfilment of the Purchase Order/award.
- 3.15. Introsys reserves the right to reject any entity presented by the Supplier on its list of subcontractors.

#### **4. ACCEPTANCE OF ORDER**

The acceptance of the Purchase Order shall take place by sending a copy of the Order/award to Introsys, in electronic format to the relevant issuer of the Purchase Order/award or in hard copy, duly signed by the legal representative(s) of the supplier in the corresponding space. However, delivery, even in part, of any materials, equipment or services that are the object of this Purchase Order/award, shall be deemed as constituting acceptance thereof and of these General Conditions, even if such confirmation has not been sent to Introsys.

#### **5. CONFIDENTIALITY**

- 5.1. The supplier undertakes not to disclose to third parties and not use, whether for itself or third parties, any and all information that is provided or disclosed by Introsys for the complete performance of the purchase order/award, as well as the existence of the purchase order/award.
- 5.2. The duty of confidentiality provided for in the General Conditions of Purchase is extended to employees/workers of the Supplier or subcontractors.
- 5.3. The supplier undertakes to keep in a safe place all the documents placed at its disposal for it to provide the good or service ordered, in particular layouts, drawings, wiring diagrams, films, graphic arts, etc. Such documents shall be returned whenever required by Introsys or be destroyed at its request, and the shall demonstrate and confirm the appropriate destruction thereof.
- 5.4. The duty of confidentiality shall remain even after the termination of complete performance of the Purchase Order/award.

#### **6. PRICE**

- 6.1. The prices agreed upon are final and fixed and not subject to review or complaint by the supplier.
- 6.2. Proposals submitted by the supplier shall indicate the price in Euros with a breakdown of the VAT amount and rate levied. In the case of omission of the mentioned descriptive in price, it shall be understood that the amount includes Tax at the legal rate.
- 6.3. The prices listed in the Supplier's Proposal shall include all costs and expenses that result from, or are a consequence of, the fulfilment of the Purchase Order, Specific Conditions of Order and/or Contract;
- 6.4. Supply prices include packing, shipping, transportation, shipment, and insurance of the goods supplied and delivered at the place specified by Introsys in the Purchase Order/award, Specific Conditions of Order and/or Contract.
- 6.5. All charges, levies and taxes, duties, licenses, import duties, customs duties and any other costs related to the fulfilment of the Purchase Order/award both in the country of origin as well the country of destination are included in the price.
- 6.6. Similarly, in the case where any supplies depend on imported products and goods, these shall be deemed, on the Purchase Order/award date, to be covered in the price shown, the contingencies of monetary exchange rates and fees and taxes, and Introsys shall not be liable for any adjustment in prices arising from such variations.

#### **7. PACKAGING AND SHIPMENT OF GOODS**

- 7.1. The supplier undertakes to provide the assets properly numbered in order to identify them for security purposes and to package and preserve them against any deterioration, in accordance with the normal manner in which these are stored, so as to deliver them to Introsys in good condition.
- 7.2. The Supplier undertakes to indicate the Purchase Order number on all documentation (bill of lading, invoices, dispatch guides, insurance documents, etc.) and in all correspondence inherent thereto.
- 7.3. The Supplier shall provide to Introsys, if so requested, along with the equipment and materials provided, a detailed list of all items delivered, with the relevant information referred to in the preceding paragraph.
- 7.4. Introsys reserves the right to postpone shipment of part or all of the assets. In this case, the Supplier shall provide storage and safekeeping on its premises and will be responsible for the assets awaiting delivery, and shall be liable for the storage costs for a period of three (3) months as from the specified delivery date.
- 7.5. No debits shall be accepted from the Supplier for packaging, boxes, wrapping, or other storage and transportation devices, unless specified in the Purchase Order, Special Conditions of Order and/or Contract.
- 7.6. All risks of transporting and conserving the goods shall be borne by the Supplier until the time of their delivery at the stipulated place, save for any other special condition duly specified in the Purchase Order, Special Conditions of Order and/or Contract.
- 7.7. Introsys shall only accept the quantities or number of units actually ordered. Quantities above or below those ordered shall only be allowed on written approval.

#### **8. INSPECTION OF PRODUCTS AND SERVICES**

- 8.1. All assets and goods are subject to inspection and approval of Introsys and shall be returned should they not match, in whole or in part, with the specifications provided in the Purchase Order/award, and the Supplier shall be liable, entirely at its cost, for their replacement, as well as all the expenses incurred from their return, repair and replacement.
- 8.2. The Supplier shall be liable for the partial and overall quality of the materials and equipment supplied, which shall be free of any defects, and the supplier shall, prior to the shipment of the same, carry out tests thereon in accordance with the specifications, and send the certificates with the products or goods.
- 8.3. Where the supplier subcontracts services, which are subject to the written acceptance of Introsys, the supplier shall transmit all data and information necessary for the provision of that service, and it shall remain liable for the complete performance of the terms and conditions set out in purchase order/award.
- 8.4. In order to be able to perform, within the scope of the supply, audits, inspections or verification of materials and manufacturing processes in accordance with the specifications of the Purchase Order/award, the Supplier will give the representatives of Introsys free access to their premises,

whenever it sees fit, and Introsys may be accompanied by the Customer. Introsys shall be entitled to refuse any materials or manufacturing processes that are not in compliance with the prescribed clauses. This oversight, or the lack thereof, shall in no way diminish the Supplier's responsibility as to the Provisional and Final Reception of the material.

- 8.5. Should any Non-Conformances be found within the scope of the Purchase Order/award, all cost for travel, inspection, disassembly, occurrence identification, assembly, testing and supervision incurred within the scope of the Purchase Order/award shall be borne by the Supplier, in addition to compensation for damages which may be specified in the purchase order/award.

## 9. NON-CONFORMANCE

- 9.1. Non-conformance notices shall be lodged whenever, during any phase of fulfilment of the Purchase Order/award, anomalies, faults, errors, delays, defects, defective or improper packaging for the means of transportation used, malfunctions and/or incompatibilities with the applicable technical specifications and standards are detected.
- 9.2. The Non-conformance file shall be duly registered by Introsys, and a Complaint to the Supplier is generated and sent. The occurrences communicated to the supplier have to be promptly followed-up with corrective actions and all the aforementioned notices have to be reported to Introsys within the periods that it has stipulated.
- 9.3. Failure to remedy the Non-conformances, failure to respond to the same, inability of the Supplier, failure to comply with the deadline defined for that purpose, shall constitute grounds for the termination of this contract should Introsys so decide and with the stipulated penalties.
- 9.4. The lodging of a Non-conformance shall not suspend performance of the Purchase Order/award on all the previously agreed terms but does give rise to the application of penalties.
- 9.5. Introsys may reject the materials, equipment or services that do not conform, similarly subjecting the Supplier to the Penalties or termination provided for in these General Conditions, or to the corresponding ones provided for in the Purchase Order/award, Special Conditions of Order and/or Contract.

## 10. DELIVERY DATES, DELAYS AND SITUATIONS OF FORCE MAJEURE

- 10.1. The supplier undertakes to comply with the delivery deadline dates defined and communicated in the Request of Quotation and/or Service Presentation or other as may be established between the parties. The reception date of the ordered goods and services at the specified place and following the acceptance of Introsys shall be the relevant date for the purposes of complete performance or default in terms of the law.
- 10.2. The Supplier, who after having obtained the purchase order/award, becomes aware that the stipulated or agreed date cannot be met for any reason, shall immediately notify Introsys, in writing, stating the reasons for the delay and the specified deadline for delivery, where Introsys shall decide concerning the termination of the contract and the penalties to be applied.
- 10.3. Delays in deliveries caused by reasons of force majeure (fire, accidents, strikes, public disorder, damage to equipment, natural disasters) exempt Introsys from performing under the contract and it may proceed with its termination without the application of a penalty on the supplier.
- 10.4. Where the good or service is received before the set deadline, Introsys reserves the right to proceed with its return to the supplier and the supplier shall be liable for the costs thereof. If the good or service is not returned, the goods will be stored by Introsys for the contracted date at the supplier's expense and risk. Introsys reserves the right to make payment only on the date stipulated contractually.

## 11. PENALTIES

- 11.1. INTROSYS reserves the right, if the Supplier, for reasons imputable to it, does not meet the deadlines stipulated in this Purchase Order/award, to apply the penalties stipulated below, without prejudice to compensation for the surplus damage and the right to cancel the Purchase Order/award:
- 11.2. If the supplier has not completed the relevant obligations within the stipulated deadlines, or the services do not fall within in the specification or standard provided by Introsys, these shall be subject to a penalty corresponding to an amount of **0.3% of the total value of the contract or purchase order for each calendar day of delay up to a maximum of 5 % of the total value of the contract or purchase order** as compensation for the damage suffered. Introsys reserves the right to institute legal proceedings against the supplier.
- 11.3. Introsys reserves the right to deduct the amount of the penalties from the payment of the Purchase Order/award.
- 11.4. If the Supplier fails to demonstrate that it is able to correct, in a timely manner, the materials and equipment that do not conform, these may be rejected in whole or in part, and the Supplier shall compensate Introsys for all damages and losses arising therefrom.
- 11.5. Insofar as there are provisions for delays in service delivery, the application of the penalties provided for in paragraph 11.1 shall not relieve the Supplier from performing under the contract.

## 12. INSURANCE

- 12.1. The Supplier will be responsible for concluding and maintaining in force all insurance required and necessary for the complete performance of the Purchase Order/award, in accordance with the provisions of these General Conditions, Specific Conditions of Order and/or Contract, in order that the position of Introsys is safeguarded in respect of all losses or damage taking place during fulfilment, supply and/or transportation.
- 12.2. The Supplier is obliged to submit to Introsys, whenever it so requests, proof of the insurance specified in the provisions of the preceding paragraph.

## 13. TRADEMARKS, PATENTS, MODELS, INTELLECTUAL AND INDUSTRIAL PROPERTY

- 13.1. The Supplier guarantees that its activity in fulfilment of the Purchase Order/award will not result in the violation of any intellectual property rights of third parties.
- 13.2. The Supplier guarantees that all materials or services do not infringe the intellectual or industrial property rights of third parties and in particular, the infringement of patents, licenses or other intellectual or industrial property undertaken by the Supplier and/or the use thereof.
- 13.3. The supplier shall indemnify Introsys and or its contractual partners against any claim of third parties due to infringements of intellectual property rights and will be liable for all costs incurred relating thereto.
- 13.4. Introsys may obtain from the authorised parties, at the expense of the Supplier, the licenses necessary for the use of assets or services supplied, but it is under no obligation to do.
- 13.5. The Supplier is obliged to indemnify Introsys for all losses, damages or costs arising out of actions or proceedings as a result of the use, possession or sale of materials or equipment supplied in the fulfilment of the Purchase Order/award and, as well, for the violation of intellectual property rights including the expenses which result from such actions and/or proceedings.
- 13.6. The obligations resulting directly or indirectly from the use of know-how, patents, utility models, designs, including those relating to procurement, from their owners, of the necessary licenses and those inherent to the payment of the corresponding fees, shall be solely borne by the Supplier, which will be considered solely liable in case of any legal issue resulting therefrom, as well as for any claim arising from the breach or claimed breach of those rights.
- 13.7. The supplier shall not rely on any personal rights concerning intellectual or industrial property rights in order to prevent the complete performance of the obligations resulting for him under the Purchase Order/award.
- 13.8. Any and all material entrusted to the Supplier by Introsys for the purposes of study and fulfilment of this Purchase Order/award, in particular designs, tools, moulds, equipment, raw materials, etc., shall endow the Supplier with legal obligations of a trustee of such materials, requiring it to return it in the same condition in which it was received as soon as requested to do so.
- 13.9. The Supplier is also responsible for the loss or damage to the items provided by Introsys. It shall pay all costs for the replacement of the lost or damaged items and all damage caused to Introsys for such a loss/damage.
- 13.10. All fulfilment plans, documents or illustrations, final designs, drawings, software, studies, reports or any other intellectual creations prepared by the Supplier under and pursuant to the Purchase Order/award, as well as all relevant intellectual or industrial property rights over the same shall be

the property of Introsys for all intents and purposes, and once the contractual relations with Introsys have been terminated, may be freely modified by Introsys.

#### **14. WARRANTY**

- 14.1.** Unless otherwise expressly provided for in this Purchase Order/award, Specific Conditions of Order and/or Contract, or in the written acceptance by Introsys of the proposal of the Supplier, it undertakes to provide a supply for at least 24 (twenty-four) months. The periods are determined as from the delivery date at the reception or use site of the good or service purchased, and in case of equipment and machinery and premises, the warranty period begins on the date of acceptance, which will be given in writing.
- 14.2.** During the warranty period, the Supplier undertakes to correct, repair or replace, at their own expense and risk, any materials, equipment or services, or any part thereof shown to be necessary, which has errors, faults, shortcomings, breakdowns and/or incompatibilities with any Technical specifications or Standards and legal rules in force, providing Introsys with a detailed occurrence report, and shall bear all indirect costs relating to transportation, labour, work, travel, lodging, meals, etc..
- 14.3.** The repair or replacement of defective elements results in the commencement of a new determination of the warranty period, which, if Introsys deems it necessary, are similarly subject to the Provisional and Definitive Reception procedure to which the previous assets and equipment in conformance were also subjected.
- 14.4.** The supply of assets or services that do not comply with the requirements and which constitute damage to Introsys, the same, in addition to instituting legal procedure against the supplier, shall be entitled to be compensated in the amount of 15% of the contracted value.
- 14.5.** The supplier warrants that the goods or services that it provides comply with the legal provisions, regulations or "Guidelines" of the official authority for these types of products or services.
- 14.6.** The Supplier who needs consent from Introsys, in specific cases of deviations from the provisions, shall obtain such consent in advance and in writing, which, in any case, do not relieve it from providing warranties.
- 14.7.** The Supplier who has reservations about the type of implementation required by Introsys, shall notify it immediately in writing.
- 14.8.** The written approval of Introsys of any deviations to specified provisions in respect of designs, wiring diagrams, final artwork, calculations or other technical documents, does not relieve or absolve it from the responsibility of the warranty that Supplier has to provide.

#### **15. BILLING AND PAYMENT TERMS**

- 15.1.** The payment period for invoices is 60 days, end of the month, as determined from the date of reception of the invoice. The payment is made subject to analysis and checking of the invoice. The payment period to suppliers is on the 10<sup>th</sup> and 25<sup>th</sup> of each month or on the next business day. Different conditions can be negotiated and will appear in the corresponding Purchase Order.
- 15.2.** Once the assets or services have been delivered the supplier sends the invoice copy separately to the postal address of Introsys.
- 15.3.** Invoices shall contain, in addition to the details of the assets or services and legal data, the information on the bill of lading that accompanied the goods, as well as the Purchase order/award No. giving rise to it. Any invoice which is received without all the requested data, or without the associated purchase order/award will be returned, and the reception date of the last version will be valid as the date of the last version.
- 15.4.** When billing is performed by units or weight, the units or weights that are conferred upon reception of such assets at the warehouses of Introsys are deemed to be definitive.
- 15.5.** Products or goods that require a certificate of conformance or analysis report and if the same was not delivered at the time of the delivery of the goods, then the payment period is only determined as from the reception of such document, irrespective of any invoice already received.
- 15.6.** In case of a defect or non-conformance being found in the asset, as well as on the partial delivery of the same, Introsys reserves the right not make payment until the situation is resolved by the supplier.
- 15.7.** Payment Terms may be stipulated on the Purchase Order. Payment Terms previously stipulated in terms of a trade relationship between Introsys and the Supplier may also be used, provided that the same are explicitly mentioned in writing in the Purchase Order/award, Specific Conditions of Order and/or Contract.
- 15.8.** The full performance of supply obligations, any provision of documents, the delivery of any financial or other reliable guarantees, as well as the complete performance of other material contractual obligations in the precise terms and conditions provided for in the Purchase Order, Specific Conditions of Order and/or Contract, is an indispensable condition for the payment of the invoices.
- 15.9.** Any complaint, penalty or statutory penalty against Introsys by their customers, related to the scope of the Purchase Order/award, may result in payments being withheld until:
  - 15.9.1.** The Supplier takes responsibility for these complaints, sanctions, or legal proceedings;
  - 15.9.2.** The case or legal proceeding is completed without consequence or with any obligation for Introsys;
  - 15.9.3.** The supplier has fulfilled all its obligations under the Purchase Order/award.

#### **16. TERMINATION**

- 16.1.** The Purchase Order/award can be rescinded by Introsys, at any time and without any liability or financial encumbrances, in any one of the following circumstances:
  - 16.1.1.** If the supplies undertaken are not in accordance with the specifications of these General Conditions of Purchase, Purchase Order, Specific Conditions of Order, Contract and/or other contractual documents;
  - 16.1.2.** If the assets or services delivered are not in accordance with the technical specifications, regulations, guidelines, electrical designs, fulfilment plans, documents and illustrations, final drawings, drawings, software, studies, reports or any other working documents submitted by the Supplier for the approval of Introsys;
  - 16.1.3.** If the delivery deadlines, total or partial, referred to in this Purchase Order/award, are not met by the Supplier, without a justification, and accepted by Introsys;
  - 16.1.4.** If there are justified doubts as to the rights of the Supplier over materials, equipment or services provided, its rights to patents, trademarks, models and designs;
  - 16.1.5.** If the Supplier becomes bankrupt or insolvent or a declaration of the same is requested by the competent authorities;
  - 16.1.6.** If the Supplier violates any of the clauses and conditions of the Purchase Order/award, General Conditions of Purchase or specific or contractual conditions stipulated by the parties.
  - 16.1.7.** In any other case of termination provided for in the law.
- 16.2.** If the rescission only covers part of the Purchase Order/award, Introsys will only be responsible for the payment of the materials, equipment or services that are compliant, accepted and already delivered, without Supplier being entitled to compensation as regards the part affected by the termination. Additionally, given the possible need for withdrawal of elements or the restructuring of locations, all costs involved will be borne by the Supplier.
- 16.3.** Immediately after notice of termination, the Supplier shall return, within a period to be agreed, any and all material entrusted by Introsys, as well as all materials, studies, drawings, tools, moulds, electrical design, fulfilment plans, regulations, technical descriptions, etc., which are of relevance to the accomplishment of the supplies in progress, which are subject to penalties for delays provided for in these general conditions of purchase.
- 16.4.** Introsys shall be entitled to terminate the contract if the Final Customer suspends or cancels the order; in this case, Introsys shall pay the Supplier for the assets that are compliant, accepted and already delivered.
- 16.5.** All payments received by the Supplier relating to materials, equipment or services that are not compliant shall be repaid to Introsys, and the Supplier undertakes to make the refund within 30 days as determined from the date of termination.
- 16.6.** Introsys reserves the right to, on the termination date, trigger any Bank or other guarantees in its name.

**17. FINAL CLAUSES**

**17.1** A declaration of nullity of any of the General Conditions of Purchase does not affect the validity of the others.

**17.2** The Supplier providing services for administration for which an hourly amount is contracted for each speciality, the price/hour will be that stipulated in the Purchase Order/award and from the number of hours worked daily will be deducted one hour for work rest periods, save for exceptions that have been duly constructed and hours worked rounded off to fifteen minutes. The purchase order/award for these kinds of services will be sent by the 5<sup>th</sup> day of each month with the hours relating to the previous month.

**18. GOVERNING LAW AND REGULATION OF DISPUTES**

**18.1** These General Conditions of Purchase, the Purchase Order, the Specific Conditions of Order and/or the contract shall be governed in all aspects by the laws in force in the Portuguese legal system.

**18.2** For the resolution of any dispute arising out of these General Conditions of Purchase, in particular regarding its interpretation, application, validity, fulfilment, performance and its termination, the Parties chose the Court of the District of Setúbal as having exclusive jurisdiction, expressly waiving any other.

**19. DATA PROTECTION**

**19.1** In addition to the obligation of confidentiality set out in point 5 of the General Terms and Conditions for Purchase, the Supplier shall also undertake to preserve the confidentiality and integrity of all personal data, either from Introsys or its employees, which it has access to as a result of professional relationships with Introsys.

**19.2** The Supplier may not sell, rent, distribute, or otherwise make available the Personal Data to any third party except in cases where it needs to share information for the fulfillment of the professional relationship with Introsys.

**19.3** The processing of personal data should always be restricted to what is strictly necessary to comply with the General Regulation of Data Protection (GRDP) (Regulation (EU) 2016/679).

**19.4** If it is necessary to transfer personal information to third parties, the Supplier must ensure that data transfers are carried out in strict compliance with applicable legal standards and in force, under penalty of compensation for the damages caused. Upon written request of Introsys, the supplier shall return all documents, records and copies thereof containing information and/or personal data to which it has had access by virtue of the contractual relationship. In case the Supplier loses the information and/or personal data, or part of it, will notify Introsys immediately, without prejudice to any compensation for damages suffered.

