

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

### 1. GENERAL DEFINITIONS

"SUPPLIERS(S)" - all natural or legal persons providing goods or services to INTROSYS; Only natural or legal persons who are holders of professional ID/ Licenses/ permits or others necessary for providing the required or proposed goods or services, and who are able to demonstrate the absence of debts to Finance and Social Security, are authorised INTROSYS SUPPLIERS. This includes Employees, Service Providers and Subcontractors employed by the awarded entity.

"QUOTATION AND/OR SERVICE REQUEST" - INTROSYS's request addressed to the SUPPLIER containing the technical description (engineering, quality, quantity) of the intended good or service, delivery or execution deadline and special implementation conditions, if any, and/or the proposal for the supply of a good or service or Budget.

"PURCHASE ORDER/AWARD" - the document through which INTROSYS informs the SUPPLIER of the acceptance of the tender submitted and the award of the supply of the good or service, according to the *General Conditions of Purchase* which may be followed or preceded by a bilateral contract.

### 2. SCOPE OF APPLICATION AND PRIORITY

2.1. These *General Conditions of Purchase* together with the *PURCHASE ORDER/AWARD*, the *Contract and/or Trading Protocol*, will set the binding terms for supplies, equipment procurement, installation, and services (hereinafter referred to as "Assets").

2.2. INTROSYS is not bound by the SUPPLIER's general conditions of sale and/or any of the SUPPLIER's terms or provisions that may appear in any offer, quotation, price list, receipt, invoice, proforma invoice, budget, order preparation or similar, nor by how the SUPPLIER has acted during previous business with INTROSYS, nor will the SUPPLIER's normal business uses apply to INTROSYS, nor will they modify or prevail in any way over these *General Conditions of Purchase*.

2.3. All purchase orders placed by company INTROSYS are regulated by INTROSYS's *General Conditions of Purchase* available at

[http://introsys.eu/conteudos/general\\_conditions\\_of\\_purchase\\_in\\_trosys.pdf](http://introsys.eu/conteudos/general_conditions_of_purchase_in_trosys.pdf). Any amendment, variation, conditioning or addendum to these *General Conditions of Purchase* shall be communicated in writing by INTROSYS to the SUPPLIER.

2.4. On presenting the *QUOTATION AND/OR SERVICE REQUEST*, the SUPPLIER declares to know and accept the engineering technical conditions, quality and quantity to provide the *Goods* proposed and to meet the necessary requirements an INTROSYS SUPPLIER.

2.5. The SUPPLIER submitting a supply, quotation or provision of services proposal shall be bound by the deadline defined by it or, in case of omission, until it is considered and decided in writing by INTROSYS or until the respective *PURCHASE ORDER/AWARD* is issued.

2.6. INTROSYS is bound to the *PURCHASE ORDER/AWARD* produced and issued by its purchasing service, and any *PURCHASE ORDER/AWARD* made verbally, by telephone or any other means, that has not been validated in writing, will not be recognised or valid.

2.7. Any amendment to a *PURCHASE ORDER/AWARD* issued by INTROSYS is binding only when confirmed in writing. Any additional costs or changes to the delivery deadline related to changes in the *PURCHASE ORDER/AWARD* will be negotiated with the SUPPLIER.

2.8. INTROSYS will not pay the SUPPLIER any amount for the preparation, drafting and presentation of a budget.

2.9. A *QUOTATION AND/OR SERVICE REQUEST* raised by INTROSYS does not imply any purchasing obligation on INTROSYS's behalf.

2.10. By accepting the *PURCHASE ORDER/AWARD*, the SUPPLIER automatically:

2.10.1. Recognises that it possesses and has full knowledge of all technical engineering, quality, and quantity information, necessary for fulfilling the *PURCHASE ORDER/AWARD*.

2.10.2. Recognises that it meets the conditions to be an INTROSYS SUPPLIER and will provide the warranties stipulated by INTROSYS in the *PURCHASE ORDER/AWARD* or in any conditions that may be defined in the contract.

2.10.3. Acknowledges that it is able to fulfil the *PURCHASE ORDER/AWARD*.

2.10.4. Waives the right to apply their own *General Conditions of Sale*.

2.11. Any incompatibilities, doubts, errors, or omissions in the *PURCHASE ORDER/AWARD* should be queried in writing to INTROSYS within five (5) days from the date of receipt of the *PURCHASE ORDER/AWARD*. The deadlines established and communicated may not be affected by these incompatibilities, doubts, errors, or omissions.

2.12. Any proposed amendment to the *PURCHASE ORDER/AWARD* must be expressly approved by INTROSYS in writing.

2.13. The SUPPLIER undertakes to inform INTROSYS whenever it notices a deviation from the functionalities and features provided for in the objectives of the *PURCHASE ORDER/AWARD*, and it shall endeavour to put forward satisfactory alternatives, which INTROSYS reserves the right to reject.

2.14. Any amendment to the production process, the origin and quality of the defined materials or equipment, or to the execution deadlines defined in the *PURCHASE ORDER/AWARD*, will only be valid with the written approval of INTROSYS.

2.15. If the SUPPLIER does not comply with that stipulated in the previous item, INTROSYS reserves the right to reject the *Goods*, and the SUPPLIER will be subject to the application of the penalties provided in these *General Conditions of Purchase*.

2.16. It will be presumed that the SUPPLIER is able to interpret all the documents contained in the *PURCHASE ORDER/AWARD* submitted in a language other than Portuguese, unless indicated otherwise in writing prior to Acceptance.

2.17. The SUPPLIER will be evaluated on four criteria: Delivery Times, Product/Service Quality, Payment Conditions, and sustainability.

### 3. SUPPLIER DUTIES

3.1. The *PURCHASE ORDER/AWARD* shall be complied with by the SUPPLIER in strict accordance with:

a) the technical specifications stipulated by INTROSYS; b) within the deadlines agreed between the Parties; c) under the established conditions of supply, namely quantitative and qualitative; d) in accordance with contract stipulations, if any, and with remaining contractual documents; e) respecting and in strict compliance with the defined technical rules and legal standards applicable to the *Goods* to be supplied; f) keeping them in good condition.

3.2. The SUPPLIER undertakes to notify INTROSYS immediately of any condition that may compromise the fulfilment of the *PURCHASE ORDER/AWARD* under the terms agreed.

3.3. For the complete fulfilment of the *PURCHASE ORDER/AWARD*, the supply of all necessary accessories and activities (i.e. detail engineering, technical information, transport, unloading and any testing of materials and equipment, among others) is deemed to be included.

3.4. Whenever requested by INTROSYS, the SUPPLIER shall participate in meetings relating to the scope of its supply, in person or represented by an authorised qualified person.

3.5. The SUPPLIER shall make available to INTROSYS, without any additional charges, all materials, documentation or any other activities within the scope of its supply which may be necessary for the correct functioning, operation and/or maintenance of the materials and equipment listed in the *PURCHASE ORDER/AWARD*, even if these not mentioned or completely specified.

3.6. Within the scope of the *PURCHASE ORDER/AWARD*, whenever the SUPPLIER's activity conditions or is conditioned by third parties, it undertakes to immediately inform INTROSYS of the fact, cooperating in order to overcome resulting difficulties, with any additional incurred costs or losses being the sole responsibility of the SUPPLIER.

3.7. The SUPPLIER is obliged to strictly and fully comply with and fulfil all technical regulations, instructions or others, which have been stipulated by INTROSYS, complying with legislation applicable to the activity pursued and to demonstrate that it possesses all applicable authorisations, licences and/or approvals which, according to the Law and regulation, are necessary for the fulfilment of the contracted object, as well as for compliance with obligations arising from the *PURCHASE ORDER/AWARD*. In addition, the SUPPLIER also guarantees compliance with all general and specific safety regulations, as well as all other service conditions in force at INTROSYS, and which are communicated by INTROSYS.

3.8. The SUPPLIER is fully liable for any and all damage that may result from failure to comply with the agreed regulations, conditions and deadlines.

3.9. The SUPPLIER is liable for obtaining any authorisations, approvals, approvals or import/export licenses that are necessary to comply with supply obligations arising from the *PURCHASE ORDER/AWARD*.

3.10. The SUPPLIER is obliged to comply with and to follow all definitions regarding technical specifications of equipment and materials expressed in the *PURCHASE ORDER/AWARD* (i.e. descriptive memory, manufacturing standards and industrial processes, assembly methods, tests and functioning of said equipment/materials) and in the legally applicable rules and standards, and cannot alter or carry them out using other methods without INTROSYS's written approval.

3.11. The transfer of risk from the object defined in the *PURCHASE ORDER/AWARD* shall be effected through the delivery of the *Goods* under the foreseen conditions and locations.

3.12. International rules (*Incoterms 2010*) from the International Chamber of Commerce are to be used when interpreting the conditions of supply contracted.

3.13. Unless previously agreed to in writing with INTROSYS, the SUPPLIER is expressly prohibited to: i) Assign or transfer part or the totality of the object as defined in the *PURCHASE ORDER/AWARD* to a third party without prior express authorisation from INTROSYS; ii) Set up a company, joint-venture or group of any kind for the execution of the *PURCHASE ORDER/AWARD*; iii) Subcontract the parts of the *PURCHASE ORDER/AWARD* that directly require their expertise and which have been awarded to the SUPPLIER based on their competence or experience in that field.

3.14. If the SUPPLIER receives INTROSYS's agreement to subcontract part of the *PURCHASE ORDER/AWARD*, it should ensure the fulfilment of the supplies entrusted to its subcontractors, and it shall be the only liable party, before INTROSYS, for the correct execution of the *PURCHASE ORDER/AWARD*.

3.15. INTROSYS reserves the right to refuse any entity presented by the SUPPLIER on its subcontractors list, without any justification being necessary.

3.16. The SUPPLIER is obliged to immediately inform INTROSYS in writing if its financial situation, or that of its subcontractors deteriorates in such a way that insolvency proceedings are either filed or in danger of being filed.

3.17. The SUPPLIER is obliged to notify INTROSYS in writing if most of its shareholder/partner structure changes.

3.18. The SUPPLIER undertakes not to offer, directly or indirectly, any contractual services to INTROSYS's client or other competing companies involved in the project in question, during the implementation of the project and up to one year after its conclusion, under penalty of fine which is hereby set at € 100 000.00 plus any losses and damages that may be substantiated, unless a prior contractual relationship is proven.

3.19. The SUPPLIER undertakes not to hire any INTROSYS workers or former workers, in whatever form, during the execution of the works, and up to one year after their conclusion, under penalty of being liable for compensation payment in the amount of € 50 000.00.

### 4. PURCHASE ORDER/AWARD ACKNOWLEDGEMENT

4.1. The SUPPLIER shall acknowledge the *PURCHASE ORDER/AWARD* by sending INTROSYS a duly signed copy through the SUPPLIER's legal representative(s) in the corresponding area.

4.2. The delivery, even if partial, of the *Goods* relating to this *PURCHASE ORDER/AWARD*, will be considered as acceptance of said order and of these *General Conditions of Purchase*, even if the aforementioned confirmation has not been sent to INTROSYS.

### 5. CONFIDENTIALITY

5.1. The SUPPLIER undertakes not to disclose to third parties and not to use, for its own benefit or for the benefit of third parties, any information made available or disclosed by INTROSYS.

5.2. The SUPPLIER undertakes to store all the documentation made available to it for the purpose of providing the *Goods* ordered, in particular Layouts, drawings, electrical plans, films, graphic art, among others, in a safe place. Such documents must be returned whenever required by INTROSYS or destroyed at its request, upon written confirmation from the SUPPLIER.

5.3. The obligation of confidentiality subsists even after termination or compliance with the *PURCHASE ORDER/AWARD*.

### 6. PRICE

6.1. The agreed prices are final and fixed and not subject to review or complaint on the SUPPLIER's part.

6.2. Bids submitted by the SUPPLIER must indicate the price in Euros with a breakdown of the VAT value and/or any other legally required charge. In case of omission of the aforementioned price breakdown, it is understood that the value presented includes VAT at the legal rate.

6.3. The prices contained in the SUPPLIER's Proposal include all costs and expenses stem from, or are a consequence of, the execution of the *PURCHASE ORDER/AWARD*.

6.4. The price of the *Goods* includes packaging, transportation, loading, unloading and insurance for the goods supplied and delivered to the place indicated by INTROSYS in the *PURCHASE ORDER/AWARD*.

6.5. All charges, taxes and fees, obligations, licences, import duties, customs duties and any other costs related to execution of the *PURCHASE ORDER/AWARD*, whether in the country of origin or the country of destination, are included in the price.

6.6. Similarly, if any supplies rely on imported goods and products, contingencies for monetary exchange rates and the payment of taxes and fees are considered to be included in the price shown on the *PURCHASE ORDER/AWARD*, and INTROSYS assumes no responsibility for price no price adjustments arising from the aforementioned variations.

### 7. PURCHASES AND/OR SERVICES TO NON-RESIDENTS

7.1. The SUPPLIER who is a non-resident entity of Portugal, is obliged to submit the following foreign trade data, before delivering the *Goods*: i) Indication of the Country of Origin; ii) Identification and classification of goods subject to export control; iii) Certificate issued by the Tax Authorities of the country of residence, in accordance with the requirements of both Portuguese legislation and the possible agreement, in order to avoid double taxation.

7.2. If the SUPPLIER does not deliver the documents mentioned above, INTROSYS may automatically withhold the applicable and effective legal rate, in the amount of the invoice to be paid.

### 8. PACKAGING AND SHIPPING OF GOODS

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

**8.1.** The *SUPPLIER* undertakes to supply the goods duly numbered in order to identify them for security purposes and to package and safeguard them from any deterioration, in accordance with good storage practices, so as to be delivered to **INTROSYS** in good condition.

**8.2.** The *SUPPLIER* undertakes to indicate the *PURCHASE ORDER/AWARD* number in all documentation (shipping guides, invoices, dispatch guides, insurance documents, etc.) and in all associated correspondence.

**8.3.** If requested to do so, the *SUPPLIER* shall make available to **INTROSYS** a detailed list of items delivered with their respective numbering information as described in the item above, together with the equipment and materials supplied.

**8.4.** **INTROSYS** reserves the right to postpone the shipment of part of, or all of the goods. In this case, the *SUPPLIER* will guarantee its storage and protection in its premises and will be liable for Goods with pending delivery, assuming the expenses of storage for a period of 30 (thirty) days from the specified delivery date.

**8.5.** Any debts for packaging, boxes, casings or other storage and transport devices will not be accepted on behalf of the *SUPPLIER*, unless they are specified in the other than specified in the *PURCHASE ORDER/AWARD* and/or Contract.

**8.6.** All transport and storage risks associated with the goods will be borne by the *SUPPLIER* until their delivery at the specified location, except for any other particular condition duly expressed in the *PURCHASE ORDER/AWARD* and/or Contract.

**8.7.** **INTROSYS** will only accept the quantities or number of units actually requested. Quantities above or below the requested quantity will only be authorised with written approval.

### 9. INSPECTION OF PRODUCTS AND SERVICE

**9.1.** All goods and materials are subject to **INTROSYS** inspection and approval and shall be returned in case they do not correspond, in whole or in part, to the specifications provided in the *PURCHASE ORDER/AWARD*, and the *SUPPLIER* shall be fully liable for the cost of replacing them, as well as for all expenses associated with their return, repair and replacement.

**9.2.** The *SUPPLIER* is liable for the partial and global quality of the materials and equipment supplied, which shall be free from any defects, and the *SUPPLIER* shall carry out tests according to the specifications before dispatching them, and send the certificates with the products or goods.

**9.3.** In case the *SUPPLIER* has ISO certifications, the acceptance of these conditions constitutes confirmation that the *SUPPLIER* has implemented all obligations resulting from ISO certification. In addition, the *SUPPLIER* undertakes to immediately inform **INTROSYS** of any material facts related to these ISO certifications (renewal, cancellation).

**9.4.** In case the *SUPPLIER* subcontracts services, which are subject to **INTROSYS**'s written acceptance, the *SUPPLIER* shall pass on all data and components necessary for the provision of the aforementioned service, and it is liable for the compliance with the terms and conditions contained in the *PURCHASE ORDER/AWARD*.

**9.5.** In order to be able to carry out, within the scope of supply, audits, surveys or the inspection of materials and manufacturing processes in accordance with the specifications of the *PURCHASE ORDER/AWARD*, the *SUPPLIER* will provide **INTROSYS** representatives free access to its premises, whenever deemed appropriate, and **INTROSYS** may be accompanied by the client. **INTROSYS** shall have the right to refuse any materials or manufacturing processes that are not in accordance with the established stipulations. This inspection, or its lack, does not in any way diminish the *SUPPLIER*'s responsibility for the material's Provisional and Definitive Acceptance.

**9.6.** In the event of any Non-compliances within the scope of the *PURCHASE ORDER/AWARD*, all costs associated with travel, inspection, disassembly, incident identification, assembly, tests and inspection incurred within the scope of this *PURCHASE ORDER/AWARD* shall be borne by the *SUPPLIER*, in addition to the right to compensation which may be established in the *PURCHASE ORDER/AWARD*.

### 10. NON-COMPLIANCES

**10.1.** *Non-Compliance* proceedings will be raised whenever anomalies, failures, errors, delays, deficiencies, poor or improper packaging for the means of transport used, malfunctions and/or incompatibilities with the technical specifications and Standards in force are detected, at any stage of execution of the *PURCHASE ORDER/AWARD*.

**10.2.** The *Non-Compliance* proceedings will be duly recorded by **INTROSYS**, and a complaint will be sent to the *SUPPLIER*. The occurrences reported to the *SUPPLIER* must be promptly followed by corrective actions and all the aforementioned procedures must be reported to **INTROSYS** within the deadlines set by it.

**10.3.** A lack of resolution to *Non-Compliances*, the lack of response to the same, the *SUPPLIER*'s inability, as well as the non-observance of the deadline defined for this purpose, constitute grounds for contract termination if **INTROSYS** so decides, and with the associated defined penalties.

**10.4.** The withdrawal of a non-compliance does not suspend compliance of the *PURCHASE ORDER/AWARD* with all previously agreed terms, but it gives way to the applicability of penalties.

**10.5.** **INTROSYS** may reject non-compliant materials, equipment or services, also subjecting the *SUPPLIER* to the penalties or termination provided for in these General Conditions, or the corresponding ones set out in the *PURCHASE ORDER/AWARD* and/or Contract.

### 11. DELIVERY DATES, DELAYS AND FORCE MAJEURE SITUATIONS

**11.1.** The *SUPPLIER* undertakes to comply with the deadlines and delivery dates defined and communicated in the *QUOTATION AND/OR SERVICE REQUEST* or through any other means defined between the parties. Whereas the date of receipt of the requested goods or services at the intended location and with the acceptance of **INTROSYS** will be the date considered for the purpose of compliance or non-compliance in legal terms.

**11.2.** The *SUPPLIER* who, after having obtained the *PURCHASE ORDER/AWARD*, becomes aware that the fixed or agreed upon date cannot be met for any reason, shall immediately notify **INTROSYS** in writing, stating the reasons for the delay and the deadline foreseen for delivery, with being **INTROSYS** responsible for termination or not of the contract and for any applicable penalties.

**11.3.** Delivery delays caused by force majeure (fire, accidents, strikes, public disorder, equipment breakdowns, natural accidents, pandemic) release **INTROSYS** from carrying out the contract, and termination thereof may be done without any penalty being applied by the *SUPPLIER*.

**11.4.** If the good or service is received before the specified deadline, **INTROSYS** reserves the right to return it to the *SUPPLIER* with costs being borne by the latter. If the good or service is not returned, the goods will be stored by **INTROSYS** until the contracted date at the *SUPPLIER*'s risk and expense. **INTROSYS** reserves the right to make payment only on the contractually defined date.

### 12. PENALTIES

**12.1.** If the *SUPPLIER*, for reasons attributable to it, fails to observe the deadlines defined in this *PURCHASE ORDER/AWARD*, **INTROSYS** reserves the right to apply the following penalties, without prejudice to damage compensation and the right to terminate the *PURCHASE ORDER/AWARD*: i) If the *SUPPLIER* has not fulfilled its obligations within the stipulated deadlines, or the services do not meet the specification or standard provided by **INTROSYS**, it will be subject to a penalty corresponding to 0.3% of the total value of the contract or *PURCHASE ORDER/AWARD* for each late calendar day, up to a maximum of 5% of the overall value of the contract or *PURCHASE ORDER/AWARD*, as well as compensation for the losses sustained. **INTROSYS** further reserves the right to pursue any legal proceedings against the *SUPPLIER*; ii) **INTROSYS** reserves the right to deduct the penalties amount from the *PURCHASE ORDER/AWARD*; iii) If the *SUPPLIER* is unable to demonstrate that he/she is able to timely correct non-compliant materials and equipment, these may be partially or totally rejected, with the *SUPPLIER* thus incurring the obligation to indemnify **INTROSYS** for all resulting losses and damages.

**12.2.** To the extent that they are established for late payment, the application of the penalties provided for in point 12.1 does not relieve the *SUPPLIER* of the obligation to comply with the contract.

### 13. INSURANCE

**13.1.** The *SUPPLIER* shall be liable for entering into and keeping in force all insurance required and necessary for the complete fulfilment of the *PURCHASE ORDER/AWARD*, in accordance with the provisions of these General Conditions and/or Contract, so that **INTROSYS**'s position is safeguarded in relation to all losses or damages occurred during execution, supply and/or transport.

**13.2.** Whenever requested to so by **INTROSYS**, the *SUPPLIER* is obliged to submit proof of insurance carried out according to the preceding paragraph.

**13.3.** If the insurance policies referred to do not cover or fail to cover any of the services now contracted, the *SUPPLIER* will assume that responsibility directly with **INTROSYS**.

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

**14.1.** The *SUPPLIER* warrants that its activity during the fulfilment of the *PURCHASE ORDER/AWARD* shall not entail the infringement of any intellectual property rights of third parties.

**14.2.** The *SUPPLIER* warrants that all materials or services do not infringe intellectual or industrial property rights of third parties and, in particular, the infringement of patents, licenses or other intellectual or industrial property rights by the *SUPPLIER* and/or their use.

**14.3.** The *SUPPLIER* will indemnify **INTROSYS** and/or its contractual partners against any third party claims relating to the infringement of intellectual property rights and it will be liable for all associated costs.

**14.4.** **INTROSYS** may obtain the licenses necessary for using the goods or service provided, at the *SUPPLIER*'s expense, but it shall not be obliged to do so.

**14.5.** The *SUPPLIER* undertakes to indemnify **INTROSYS** for any loss, damage or costs arising from actions or proceedings arising from the use, holding or sale of materials or equipment supplied in fulfilment of the *PURCHASE ORDER/AWARD*, as well as from the infringement of intellectual property rights, including expenses which result from such actions and/or proceedings.

**14.6.** Obligations which result from the direct or indirect use of know-how, patents, utility models, designs, including those relating to obtaining from the owners the necessary authorizations and inherent to payment of the corresponding charges, will be the sole responsibility of the *SUPPLIER*, who will be deemed to be solely responsible in case of any legal issue arising therefrom, as well as for any complaint arising from the infringement or claim of violation of these rights.

**14.7.** The *SUPPLIER* may not invoke any personal rights with respect to intellectual or industrial property rights with a view to preventing the fulfilment of obligations arising from the *PURCHASE ORDER/AWARD*.

**14.8.** All materials entrusted to the *SUPPLIER* by **INTROSYS** for the purposes of study and fulfilment of this *PURCHASE ORDER/AWARD*, namely drawings, tools, molds, equipment, raw materials, among others; shall invest in the *SUPPLIER* the legal obligations related to being the trustee of such materials, forcing them to be returned under the conditions in which they were received and as soon as they are requested.

**14.9.** The *SUPPLIER* is also liable for the loss or damage to the items provided by **INTROSYS**. It will bear all costs of replacement for lost or damaged items and for all damages caused to **INTROSYS** as a result of such loss/damage.

**14.10.** All projects of execution, written or drawn pieces, final drawings, drawings, software, studies, reports or any other intellectual creations elaborated by the *SUPPLIER* under or in accordance with the terms of the *PURCHASE ORDER/AWARD/AWARD*, as well as all related intellectual or industrial property rights, will be the property of **INTROSYS** for all intents and purposes, and may be freely modified by **INTROSYS** once the contractual relationship between **INTROSYS** and the *SUPPLIER* is extinct.

### 15. WARRANTY

**15.1.** Except otherwise expressly provided for in this *PURCHASE ORDER/AWARD/AWARD*, Special Ordering Conditions and/or Contract, or in **INTROSYS**'s written acceptance of the *SUPPLIER*'s Proposal, the latter is obliged to provide a minimum period of 24 (twenty-four) months. The deadlines are from the date of delivery at the location of receipt or use of the purchased good or service, and in the case of equipment and machinery and premises, the warranty period starts on the acceptance date, which will be communicated in writing.

**15.2.** During the warranty period, the *SUPPLIER* undertakes to correct, repair or replace at its own expense and risk all materials, equipment or services, or part thereof, as necessary, that present errors, failures, deficiencies, malfunctions and/or incompatibilities with any Technical Specifications or Standards and legal rules in force, making a detailed incident report available to **INTROSYS**, supporting all indirect costs with transport, labour, commuting, accommodation, meals and other expenses.

**15.3.** The repair or replacement of the defective elements implies the beginning of a new warranty, which, if **INTROSYS** deems necessary, are also subject to the process of Provisional and Definitive Acceptance, with which the previous goods and equipment were in non-compliance.

**15.4.** The supply of *Goods* which do not comply with the requirements and which constitute losses for **INTROSYS**, grant it the right to bring legal proceedings against the *SUPPLIER* as well as the right to be compensated in the amount of 15% of the contracted value.

**15.5.** The *SUPPLIER* warrants that the goods or services it supplies comply with the provisions of laws, regulations or "Guidelines" of the official authorities for such products or services.

**15.6.** The *SUPPLIER* who requires in specific cases to deviate from such provisions shall obtain **INTROSYS**'s prior written consent of **INTROSYS**, which, in any event, does not exempt it from providing a warranty.

**15.7.** The *SUPPLIER* who has reservations regarding the type of implementation required by **INTROSYS**, shall notify the latter immediately in writing.

**15.8.** **INTROSYS**'s written approval of any deviations from the provisions established in respect of drawings, electrical plans, final artwork, calculations, or other technical documents, does not exonerate nor disclaim responsibility of the warranty to be provided by the *SUPPLIER*.

### 16. BILLING AND PAYMENT TERMS

**16.1.** Invoices are due on the last day of the second month following receipt of the invoice by **INTROSYS**. Payment is made subject to analysis and checking of the invoice. Any changes will be included in the Purchase Orders.

**16.2.** Payment to **SUPPLIERS** is made on the 25th day (or the next working day) after the invoice is due.

**16.3.** Once the goods have been sent or the services have been provided, the *SUPPLIER* separately sends the original invoice to

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

INTROSYS's postal address or to the email [invoices@introsys.eu](mailto:invoices@introsys.eu), the last one being the preferred way.

**16.4.** In addition to the description of the goods or services and legal data, the invoices must contain information regarding the number of the consignment note that accompanied the goods, as well as the preceding *PURCHASE ORDER/AWARD*/AWARD number.

**16.5.** Invoices that do not meet the above requirements will be returned. The date of the last version is the date of receipt.

**16.6.** When billing is carried out by units or weight, the units or weights that are checked upon receipt of said goods in INTROSYS warehouses are considered definitive.

**16.7.** If Goods require a certificate of conformity or Analysis report, and if it was not provided upon delivering the goods, then the payment deadline will only begin once said document has been received, regardless of whether the invoice has already been received.

**16.8.** In case a defect or non-conformity is noticed in the goods, as well as partial delivery of the same, INTROSYS reserves the right not to pay until the situation is resolved by the SUPPLIER.

**16.9.** The Terms of Payment for supplies may be stipulated in the *PURCHASE ORDER/AWARD*. The terms of Payment previously specified within the scope a business relationship between INTROSYS and the SUPPLIER may also be used provided that they are expressly referred to in writing in the *PURCHASE ORDER/AWARD*, Special Ordering Conditions and/or Contract

**16.10.** The full compliance with supply obligations, the possible provision of documents, the delivery of any material financial warranties, as well as compliance with the remaining contractual obligations, in the exact terms and conditions provided for in the *PURCHASE ORDER/AWARD* and/or Contract, is an essential condition for the payment of invoices.

**16.11.** Any complaint, sanction or penalty against INTROSYS by its clients, relating to the scope of the *PURCHASE ORDER/AWARD*, may lead to the withholding of payments until: i) The SUPPLIER assumes these claims, sanctions or legal procedures; ii) The legal process or proceeding is concluded without consequence or any obligation to INTROSYS; iii) The SUPPLIER has fulfilled all its obligations arising from the *PURCHASE ORDER/AWARD*.

**16.12.** The SUPPLIER is obliged to deliver to INTROSYS the proof of bank details with the indication of the respective name, bank account number, IBAN, swift and currency, issued by the bank institution with reference of its headquarters, whenever it is a bank outside the European Union. As long as such document is not delivered to INTROSYS, it may withhold any payment from the SUPPLIER without being liable for any interest or other penalties for late payment nor constituting a just cause for resolution by the SUPPLIER, nor the exempting from fulfilling the remaining contractual obligations to which it was bound.

### 17. TERMINATION

**17.1.** The *PURCHASE ORDER/AWARD* may be terminated by INTROSYS at any time and without liability or financial burden, in any of the following cases: i) If the supplies made are not in accordance with the specifications of these *General Conditions of Purchase*, the *PURCHASE ORDER/AWARD* and/or remaining contractual documents; ii) If the goods or services provided are not in accordance with the technical specifications, regulations, guidelines, electrical projects, execution projects, written or drawn parts, final drawings, drawings, software, studies, reports or any other working documents submitted by the SUPPLIER for INTROSYS approval; iii) If the total or partial delivery deadlines provided for in this *PURCHASE ORDER/AWARD* are not met by the SUPPLIER, without a justification accepted by INTROSYS; iv) If there are reasonable doubts as to the SUPPLIER's rights over the materials, equipment or services provided, its rights to patents, trademarks, models and designs; v) If the SUPPLIER goes into bankruptcy or insolvency, or if such is requested from the competent Entities; vi) If the SUPPLIER breaches any clauses and conditions of the *PURCHASE ORDER/AWARD*, *General Conditions of Purchase* or contractual conditions defined by the parties. vii) In any other case of termination provided for by Law.

**17.2.** If the termination covers only part of the *PURCHASE ORDER/AWARD*, INTROSYS shall be liable only for the payment of the compliant materials, equipment or services, accepted and already delivered, without the SUPPLIER having any right to compensation for the part affected by the termination. In addition, given the possible need to remove items or replace sites, all costs involved will be borne by the SUPPLIER.

**17.3.** Immediately following notification of termination, the SUPPLIER shall return, within a deadline to be agreed, any and all materials entrusted by INTROSYS, as well as all materials, studies, drawings, tools, moulds, electrical project, execution projects, regulations, technical descriptions, and others, which are relevant to the realisation of ongoing supplies, subject to the delay penalties provided for in these *General Conditions of Purchase*.

**17.4.** INTROSYS will have the right to terminate the contract if the Client suspends or removes the order; in which case, INTROSYS will pay the SUPPLIER for compliant goods, which are already accepted and delivered.

**17.5.** All payments received by the SUPPLIER regarding Non-compliant materials, equipment or services will be refunded to INTROSYS, and the SUPPLIER undertakes to make the refund within a deadline of 30 days from the date of termination.

**17.6.** On the termination date, INTROSYS reserves the right to trigger any Bank warranties or others that are to its advantage.

### 18. DATA PROTECTION

**18.1.** In addition to the expected duty of confidentiality, the SUPPLIER also undertakes to preserve the confidentiality and integrity of all personal information, whether from INTROSYS or its employees, to which it has access as a result of professional relationships with INTROSYS.

**18.2.** The SUPPLIER may not sell, rent, distribute, nor make available, commercially or otherwise, Personal Data to any third party, except in cases where it needs to share information in order to fulfil its professional relationship with INTROSYS.

**18.3.** The processing of personal data should always be restricted to what is strictly necessary for compliance with the General Data Protection Regulation (GDPR) [(EU) Regulation 2016/679].

**18.4.** If the transmission of personal information to third parties is required, the SUPPLIER must ensure that data transfers take place in complete compliance with applicable legal standards in force, under penalty of payment for damages caused. Upon written request from INTROSYS, the SUPPLIER will return all documents and records and copies thereof containing information and/or personal data to which it has had access by virtue of the contractual relationship. If the SUPPLIER loses the information and/or personal data, or part thereof, it will immediately notify INTROSYS, without prejudice to any potential compensation payment for damages suffered.

### 19. CORPORATE COMPLIANCE

**19.1.** All SUPPLIERS, their Employees, Workers, Service Providers and Subcontractors are obliged to comply with the Code of Conduct in force at INTROSYS, with the aim of ensuring that these principles and obligations are complied with and accepted by them, which is available on its website at [www.introsys.eu](http://www.introsys.eu).

**19.2.** Consequently, non-observance of the Code of Conduct, either directly or indirectly, requires INTROSYS to notify the SUPPLIER in order to cease such behaviour under penalty of justifying contractual termination, without prejudice to compensation from the SUPPLIER for harm and damages caused.

### 20. SUSTENTABILITY

**20.1.** The SUPPLIER guarantees respect for social principles: i) Prohibition of child labour (provided for in no. 2 Article 55 of the Labour Code); ii) Prohibition of forced Labour and discrimination (the SUPPLIER does not use forced labour or practices that discriminate against workers); iii) Ensures Safety at Work (the SUPPLIER ensures that best practices have been implemented, which respect the integrity and health of workers); iv) Social Security and salaries (the SUPPLIER guarantees compliance with its obligations to Social Security, as well as the timely payment of salaries to its employees); Trace the origin of the materials supplied, acting in accordance with OECD guidelines, namely regarding the so-called "conflict minerals".

**20.2.** Finding non-compliance with any of these social principles legitimises INTROSYS to replace the SUPPLIER.

**20.3.** The fact that INTROSYS does not exercise, or delays in exercising, any right conferred on it by this Agreement shall not constitute a waiver of its rights. No waiver, consent or modification shall be binding for the parties, unless made in writing and signed by both parties.

**20.4.** The SUPPLIER closely cooperates with INTROSYS in the implementation of a Corporate Social Responsibility Program, and this commitment is essential.

**20.5.** Subject to reasonableness criteria, the SUPPLIER agrees to be audited and to respond to any assessment request in order to verify compliance with its obligations.

### 21. ENVIRONMENTAL AND SAFETY RULES FOR SUPPLIES

**21.1.** The SUPPLIER shall make available to INTROSYS, at no additional cost, all materials, documentation, or any other activity within the scope of supply, which may be necessary for the correct functioning, maintenance or compliance with standards, legal requirements in force, safety and/or environment, even if not mentioned in the *PURCHASE ORDER/AWARD*.

**21.2.** In the case of equipment, they must be supplied with Instructions Manuals in Portuguese, EC marking and declaration of conformity.

**21.3.** All equipment supplied containing fluorinated gases will only be accepted if the requirements set out in Decree-Law no. 145/2017 and Regulation (EU) no. 517/2014 are met.

**21.4.** In the case of chemicals, if it is a first consignment, the SUPPLIER shall deliver a REACH compliance statement, as well as the respective Safety Data Sheets for the products supplied. These sheets should be in accordance with Regulation (EC) no. 1907/2006. After the first shipment, it is the SUPPLIER's

responsibility to ensure the submission of up-to-date Product Safety Data Sheets.

**21.5.** All chemical SUPPLIERS must fulfil all legal requirements regarding the labelling of packaging and transport (e.g. PLC and ADR).

**21.6.** The SUPPLIER should have Environmental and Safety Quality Management Systems that are properly structured, implemented and, as far as possible, certified by accredited bodies.

**21.7.** The SUPPLIER ensures compliance with general standards as well as national legislation and European regulations regarding relationship with employees, environmental protection, and safety at work.

**21.8.** The SUPPLIER ensures that the necessary measures are taken to reduce harmful repercussions on people and the environment when carrying out its activities.

**21.9.** In any of the abovementioned situations, INTROSYS has the right to unilaterally terminate the contract.

### 22. FINAL CLAUSES

**22.1.** The declaration of invalidity of any of the *General Conditions of Purchase* does not prejudice the validity of the others.

**22.2.** For a SUPPLIER providing services at an hourly rate for each specialty, the price/hour shall be the one stipulated in the *PURCHASE ORDER/AWARD*, and one hour pertaining to work breaks will be deducted from the number of daily hours worked, except for duly contracted exceptions and hours worked rounded to fifteen minutes. The purchase orders/award for this type of services will be sent until the 5th of each month with the hours relating the previous month.

### 23. APPLICABLE LAWS AND DISPUTE SETTLEMENT

**23.1.** These *General Conditions of Purchase*, *PURCHASE ORDER/AWARD* and/or the Contract are governed in all respects by the Legislation in force in the Portuguese legal system.

**23.2.** For the settlement of any disputes emerging from these *General Conditions of Purchase*, in particular as their interpretation, application, validity, enforcement, compliance and termination, the Parties assign exclusive competence to the Judicial Court of the Judicial District of Setúbal, expressly waiving any other jurisdiction.

• 26.10.2023