

GENERAL CONDITIONS OF SALE OF GOODS AND SERVICES

1. GENERAL DEFINITIONS

- a) "CUSTOMER(S)" - all natural or legal persons who receive the supply of a good or service (hereinafter Goods and/or Services) from INTROSYS;
- b) "REQUEST FOR QUOTATION AND/OR SUBMISSION OF SERVICE" - the CUSTOMER'S request addressed to INTROSYS with the technical description (engineering, quality, quantity) of the Goods and/or Services desired, delivery or execution deadline and special execution conditions, if any;
- c) "COMMERCIAL PROPOSAL" - document prepared by INTROSYS presenting the proposed solution, execution dates, price and payment terms;
- d) "PURCHASE ORDER/ADJUDICATION" - the document in which the CUSTOMER informs INTROSYS of the acceptance of the proposal submitted and the award of the supply of the Goods and/or Services, under the terms of the General Conditions of Sale, which may be followed or preceded by a bilateral contract.

2. SCOPE OF APPLICATION

- 2.1. These General Terms and Conditions of Sale of Goods and Services, together with the COMMERCIAL PROPOSAL, the Contract and/or the Trading Protocol, shall establish the binding terms for the supply, purchase of equipment, installation and provision of services (Goods and/or Services).
- 2.2. INTROSYS shall not be bound by the CUSTOMER's general terms and conditions of purchase and/or any terms or provisions that may be contained in any request for quotation, price list, letter of intent or similar from the CUSTOMER, nor shall the CUSTOMER's usual way of working, the way in which the CUSTOMER has acted in previous dealings with INTROSYS, or the normal uses of the CUSTOMER's activity be applicable to INTROSYS, nor shall they modify or prevail in any way over these General Terms and Conditions of Sale of Goods and Services.
- 2.3. All COMMERCIAL PROPOSALS made by INTROSYS are governed by these General Terms and Conditions of Sale of Goods and Services available at: http://introsys.eu/conteudos/general_conditions_of_sale.pdf
- 2.4. Any amendment, variation, condition or addendum to these General Terms and Conditions of Sale of Goods and Services shall be communicated in writing by INTROSYS to the CUSTOMER.
- 2.5. INTROSYS shall be bound by the PURCHASE ORDER/ADJUDICATION issued by the CUSTOMER in writing, after it has been signed by both Parties. Any PURCHASE ORDER/ADJUDICATION issued verbally, by telephone or any other means, which has not been validated in writing, shall not be recognized or valid.
- 2.6. INTROSYS may subcontract a third party to carry out part of the PURCHASE ORDER/ADJUDICATION, undertaking to ensure that the work is carried out correctly.

3. THE CLIENT'S DUTIES

- 3.1. The CUSTOMER undertakes to immediately notify INTROSYS of any condition that may jeopardize the execution of the PURCHASE ORDER/ADJUDICATION under the agreed terms.
- 3.2. Whenever requested by INTROSYS, the CUSTOMER must attend meetings relating to the scope of supply in person or represented by a qualified and authorized person.
- 3.3. The CUSTOMER shall make available to INTROSYS, at no additional cost to INTROSYS, all materials, documentation or any other activities within the scope of supply that may be necessary for the correct functioning, operation and/or maintenance of the Goods and/or Services contained in the PURCHASE ORDER/ADJUDICATION, even if not mentioned or specified, as well as providing access to its facilities and providing the necessary conditions for the execution of the work whenever necessary.
- 3.4. Whenever, within the scope of the PURCHASE ORDER/ADJUDICATION, the CUSTOMER's activity is conditioned or constrained by third parties, the CUSTOMER undertakes to immediately notify INTROSYS of this fact, cooperating in order to overcome the resulting difficulties, with any additional costs or losses being the responsibility of the CUSTOMER.
- 3.5. Whenever, within the scope of the PURCHASE ORDER/ADJUDICATION, the CUSTOMER's activity is conditioned or constrained by third parties, the CUSTOMER undertakes to immediately notify INTROSYS, cooperating in order to overcome the resulting difficulties, with any additional costs or losses being the responsibility of the CUSTOMER.
- 3.6. The CUSTOMER is obliged to strictly and fully comply with and enforce all technical regulations, instructions or others indicated to it by INTROSYS, complying with the legislation applicable to the activity pursued.
- 3.7. In addition, the CUSTOMER guarantees compliance with all general and specific safety regulations, as well as all other service conditions communicated by INTROSYS.
- 3.8. The CUSTOMER shall be fully liable for any and all damages that may result from non-compliance with the agreed standards, conditions and deadlines.
- 3.9. The CUSTOMER is responsible for obtaining any authorizations, approvals, approvals or import / export licenses that may be necessary to fulfil the supply obligations arising from the PURCHASE ORDER/ADJUDICATION.
- 3.10. The transfer of the risk of the object defined in the PURCHASE ORDER/ADJUDICATION shall take place with the delivery of the Goods and/or Services under the conditions and at the locations provided for.
- 3.11. The CUSTOMER is expressly prohibited, unless previously agreed in writing by INTROSYS, from:
 - i) Assign or transfer part or all of the object defined in the PURCHASE ORDER/ADJUDICATION to a third party without prior and express authorization from INTROSYS;
 - ii) Set up a company, consortium or group of any kind to receive the supply of the Goods and/or Services;
 - iii) Exclude part or all of the Goods and/or Services contained in the PURCHASE ORDER/ADJUDICATION.
- 3.12. The CUSTOMER is obliged to immediately inform INTROSYS in writing if their financial situation deteriorates to such an extent that insolvency proceedings are filed or threatened.
- 3.13. The CUSTOMER is obliged to inform INTROSYS in writing if the majority of its shareholder/member structure changes.
- 3.14. The CUSTOMER undertakes not to offer, directly or indirectly, any contractual services to INTROSYS subcontractors or other companies involved in the project in question, during the execution of the project and up to two years after its completion, under penalty of payment of a fine which is hereby set at €100,000.00 plus any losses and damages that may be proven, unless it proves that there was already a contractual relationship prior to the submission of the COMMERCIAL PROPOSAL.
- 3.15. The CUSTOMER undertakes not to hire, in any way, directly or indirectly, subcontractors, service providers, employees or former employees of INTROSYS, during the execution of the work, and up to two years after its completion, under penalty of being liable to pay compensation to INTROSYS in the amount of € 50,000.00.

4. ACCEPTANCE OF THE PURCHASE ORDER/ADJUDICATION

- 4.1. Acceptance of the PURCHASE ORDER/ADJUDICATION shall be made by sending INTROSYS a copy duly signed by the legal representative(s) of the CUSTOMER.
5. PRICE
 - 5.1. Bids submitted by INTROSYS must indicate the price in Euros with a breakdown of the VAT and/or other legally required rate. If this description is omitted from the price, it is understood that VAT at the legal rate in force will be added to the amount indicated.
 - 5.2. In the event that any supplies relate to imported Goods and/or Services, currency exchange contingencies and the payment of taxes and duties are not considered to be included in the submitted price, and INTROSYS does not assume any price adjustment arising from these variations.

6. INVOICING AND PAYMENT TERMS

- 6.1. Upon delivery of the Goods and/or Services or the achievement of the milestones agreed between the Parties, INTROSYS will send the respective invoice to the CUSTOMER.
- 6.2. Invoices are due within 30 days of the invoice being issued by INTROSYS.
- 6.3. Late payment of the agreed price entitles INTROSYS to demand payment of interest at the commercial interest rate in force for each day of delay.

7. PENALTIES

- 7.1. INTROSYS reserves the right, in the event that the CUSTOMER, for reasons attributable to them, fails to comply with the obligations set out within the time limits agreed in the PURCHASE ORDER/ADJUDICATION, to apply the following penalties, without prejudice to compensation for excess damage and the right to terminate the PURCHASE ORDER/ADJUDICATION:
 - i) If the CUSTOMER has not completed its obligations within the time limits set, it shall be subject to a penalty corresponding to 0.3% of the total value of the contract or PURCHASE ORDER/ADJUDICATION for each calendar day of delay up to a maximum of 5% of the total value of the contract or PURCHASE ORDER/ADJUDICATION, as compensation for the damage suffered. INTROSYS also reserves the right to take legal action against the CUSTOMER;
 - ii) INTROSYS reserves the right to add the amount of the penalties to the price of the PURCHASE ORDER/ADJUDICATION;
 - iii) If the CUSTOMER is unable to demonstrate that he/she is in a position to correct the situation that led to the penalty in good time, he/she shall be obliged to compensate INTROSYS for all damages and losses arising therefrom.
- 7.2. Insofar as they are established for the delay in performance, the application of the penalties provided for does not release the CUSTOMER from the obligation to comply with the obligations defined in the PURCHASE ORDER/ADJUDICATION, the Contract and/or the COMMERCIAL PROPOSAL.

8. INSURANCE

- 8.1. The CUSTOMER shall be responsible for taking out and maintaining in force all the insurance required and necessary for full compliance with the PURCHASE ORDER/ADJUDICATION, in accordance with the provisions of these General Terms and Conditions and/or the Contract, so that INTROSYS' position is safeguarded in relation to any loss or damage occurring during the execution, supply and/or transportation of the Goods and/or Services.
- 8.2. The CUSTOMER is obliged to provide INTROSYS, whenever requested, with proof of the insurance established under the terms of the previous paragraph.
- 8.3. If the insurance policies referred to in point 13.1 no longer cover the risks, the CUSTOMER shall assume this responsibility directly to INTROSYS.

9. TRADEMARKS, PATENTS, MODELS, INTELLECTUAL AND INDUSTRIAL PROPERTY

- 9.1. The CLIENT guarantees that its activity will not imply the violation of any intellectual property rights of INTROSYS.
- 9.2. The intellectual property of the solution presented in the COMMERCIAL PROPOSAL is the property of INTROSYS, and its copying or replication by the CUSTOMER or any third party is not authorized, under penalty of competent legal proceedings, unless expressly agreed between the Parties.

10. WARRANTY

- 10.1. Unless expressly provided otherwise in this SALE ORDER and/or Contract, INTROSYS undertakes to provide the minimum guarantee required by current Portuguese legislation. Time limits shall run from the date of delivery at the place of receipt or completion of the service purchased.
- 10.2. If the CUSTOMER makes any changes to the Goods and/or Services supplied by INTROSYS, either by themselves or through an intermediary, this will result in the loss of the rights inherent in the guarantee, in accordance with the legislation in force.

11. TERMINATION

- 11.1. INTROSYS may terminate the SALE ORDER/ADJUDICATION at any time and without any liability or financial charge, in any of the following cases: i) If the conditions for the execution of the work to be carried out by the CUSTOMER are not met; ii) If the payment deadlines are not met; iii) If the CUSTOMER becomes bankrupt or insolvent, or is merely requested to do so by the competent Entities; iv) If the CUSTOMER violates any of the clauses and conditions of the SALE ORDER/AWARD, General Conditions of Sale of Goods and Services or contractual conditions defined by the parties; v) In any other case of termination provided for by Law.
- 11.2. Immediately following notice of termination, the CUSTOMER shall return, within a period to be agreed, any and all materials belonging to INTROSYS, as well as all materials, studies, drawings, tools, molds, electrical design, execution projects, regulations, technical descriptions, etc., relevant to the continuation of the supplies in progress, subject to the penalties for delay provided for in these General Conditions of Sale of Goods and Services.

12. CONFIDENTIALITY

- 12.1. Both Parties undertake not to disclose to third parties and not to use, for their own benefit or that of third parties, any and all information made available to them or disclosed by the other Party, with the exception of that necessary for the execution of the work and compliance with the legislation in force.
- 12.2. The Parties undertake to keep in a safe place all documentation made available to them for the purpose of supplying the Goods and/or Services ordered, in particular layouts, drawings, electrical diagrams, films, graphics, etc.
- 12.3. The obligation of confidentiality shall survive the termination or fulfillment of the PURCHASE ORDER/ADJUDICATION.

13. DATA PROTECTION

- 13.1. In addition to the confidentiality obligation provided for, the CUSTOMER also undertakes to preserve the confidentiality and integrity of all personal

information, both from INTROSYS and its employees, to which they have access as a result of their professional relationship with INTROSYS.

13.2. The CUSTOMER may not sell, rent, distribute, make available commercially or otherwise 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.

13.3. The Processing of Personal Data shall always be restricted to what is strictly necessary for compliance with the General Data Protection Regulation (GDPR) [Regulation (EU) 2016/679].

13.4. If it is necessary to transmit personal information to third parties, the CUSTOMER must ensure that data transfers are carried out in strict compliance with the applicable legal regulations in force, under penalty of compensation for the damage caused. Upon written request from INTROSYS, the CUSTOMER will return all documents, records and copies thereof containing personal information and/or data to which they have had access by virtue of the contractual relationship. If the CUSTOMER loses the information and/or personal data, or part of it, they shall immediately notify INTROSYS, without prejudice to any compensation for damages suffered.

14. SUSTAINABILITY

14.1. The CLIENT guarantees respect for social principles: i) Prohibition of child labor (provided for in Article 55.2 of the Portuguese Labor Code); ii) Prohibition of forced labor and discrimination (the CLIENT does not use forced labor or practices that discriminate against workers); iii) Prohibition of Forced Labor and Discrimination (the CLIENT does not use forced labor or practices that discriminate against workers); iv) Ensuring Safety at Work (the CLIENT guarantees that it has implemented best practices that respect the integrity and health of workers); v) Social Security and Wages (the CLIENT guarantees that it complies with its obligations to Social Security or a similar entity, as well as paying its employees' wages on time).

14.2. Failure by the CUSTOMER to comply with these principles implies that INTROSYS may notify the CUSTOMER to immediately cease such behavior under penalty of contract termination, without prejudice to compensation against the CUSTOMER for damages caused.

14.3. The CUSTOMER cooperates closely with INTROSYS in the implementation of a Sustainability Policy, this commitment being essential for the maintenance of the business relationship.

14.4. Subject to reasonable criteria, the CUSTOMER agrees to be audited and to respond to any request for evaluation with the aim of verifying compliance with its obligations.

15. ENVIRONMENTAL AND SAFETY RULES FOR SUPPLIES

15.1. The CUSTOMER must make available to INTROSYS, at no extra cost to INTROSYS, all materials, documentation or any other activity within the scope of the supply, which may be necessary for the correct operation, maintenance or compliance with standards, legal requirements in force, safety and/or environment, even if not mentioned in the PURCHASE ORDER/ADJUDICATION.

15.2. In the case of equipment to which INTROSYS must have access, it must contain an instruction manual in Portuguese, CE marking and a declaration of conformity.

15.3. The CUSTOMER must have Environmental Quality and Safety Management Systems that are properly structured, implemented and, as far as possible, certified by accredited bodies.

15.4. The CUSTOMER ensures compliance with general standards, as well as national legislation and European regulations regarding employee relations, environmental protection and safety at work.

15.5. The CLIENT guarantees that, in its activities, the necessary measures are taken to reduce harmful repercussions for people and the environment.

15.6. In any of the above situations, INTROSYS has the right to unilaterally terminate the contract.

16. FINAL CLAUSES

16.1. The declaration of invalidity of any of the General Conditions of Sale of Goods and Services shall not affect the validity of the others.

16.2. The fact that INTROSYS does not exercise, or delays in exercising, any right conferred on it by this Agreement does not constitute a waiver of its rights.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. These General Terms and Conditions of Sale, the PURCHASE ORDER/ADJUDICATION and/or the Contract shall be governed in all respects by the law in force in the Portuguese legal system.

17.2. For the resolution of any disputes arising from these General Conditions of Sale, in particular as regards their interpretation, application, validity, execution, compliance and termination, the Parties assign exclusive jurisdiction to the Judicial Court of the District of Setúbal, expressly waiving any other.

This document may be amended without prior notice.

▪ 27.10.2023