

## 1. Scope:

These General Conditions of Sale and Delivery apply to all contracts relating to deliveries and services rendered to customers. Our General Conditions of Sale and Delivery apply exclusively. Any inconsistent, diverging or additional conditions of the Purchaser shall not apply even if they are incorporated in a purchase order following our offer and we do not expressly object to these or we execute the order without reservation. Our silence signifies our rejection of the conditions of the Purchaser.

## 2. Offers and Contracts:

Our offers are subject to change with 30 days' notice. Any contract requires our acceptance in writing or an order acknowledgement, whereby the execution of an order is deemed acceptance. Any amendment, supplement or cancellation of a contract or of any of the provisions of these conditions shall be valid in writing only. Statements or notifications by the Purchaser after conclusion of contract shall only be effective if submitted in writing.

## 3. Prices:

Prices - unless otherwise agreed expressly in writing - do not include the costs of packing, insurance, freight and the value-added tax (see article 20 for INCOTERMS). The quantities, weight or number of pieces determined at our facilities are authoritative for invoicing.

## 4. Tools and Models:

Tools and models remain our property, unless otherwise stated in writing, even if the Purchaser pays for them in full or in part.

## 5. Prepayment:

We reserve the right to request in writing a prepayment or security amounting to the invoice value of the delivery. If agreed in writing and the Purchaser fails to make the prepayment or provide the security within a reasonable period after such written request, we have the right to rescind the contract forthwith.

## 6. Place of Performance:

Place of performance for the delivery is our production plant or warehouse, unless otherwise agreed in writing.

## 7. Dispatch and Deliveries:

Unless otherwise agreed in writing, all goods are dispatched at the risk of the Seller (see article 20 for INCOTERMS). We reserve the right to select the method of transport, the route and the carrier. Partial deliveries are permitted. Article 6 remains unaffected. Unless otherwise agreed in an individual case, the Purchaser is responsible for compliance with statutory and official regulations on import, storage and use of the goods.

## 8. Date of Delivery:

Even if a reminder suffices or is not required in accordance with the law, we shall not be deemed in delay until after the expiry of a reasonable deadline for final delivery set by the Purchaser in writing, unless otherwise stated in writing.

## 9. Retention of Property:

The goods sold shall remain our property until payment in full of all current and future claims arising under or in connection with the entire business relationship with the Purchaser, irrespective of the legal ground.

The Purchaser may, in the ordinary course of his business, resell any goods which are subject to our retention of title. The Purchaser hereby assigns to us all his claims arising from such resale up to the amount of the value of the reserved goods at the time of the resale. The Purchaser is authorized to collect payments for claims from such resale for as long as he meets his obligations towards us in due form.

The Purchaser is obligated to insure the reserved goods to a reasonable extent against fire, water damage, burglary and theft at his expense. The Purchaser hereby assigns to us any possible claims against the insurance up to the amount of the value of the reserved goods at the time of the occurrence of the insured event.

## 10. Force Majeure:

In the event of force majeure, such as war, civil commotion, and natural disasters as well as labour disputes and disruptions of transport or plant operations, directions by authorities, scarcity of energy or raw materials, or similar difficulties beyond the control of the parties affecting either party during the term of a contract, all commitments arising from a contract shall be suspended for the duration and scope of the impediment. In each case the parties shall amicably agree if and to which extent suspended deliveries caused by force majeure shall be effected subsequently.

## 11. Industrial Property Rights and Copyrights (Purchaser Specifications):

In case of items produced based on the specifications of the Purchaser, the Purchaser shall assume the warranty that the industrial property rights of third parties are not infringed by the production and operation of such items.

The Purchaser shall indemnify and hold harmless us against all third-party claims in this connection. The Purchaser is responsible for independently checking the existing property rights of third parties and is obligated to notify us of such rights.

## 12. Product Information, Nature:

Details in product catalogues, brochures or other advertisements about our products, equipment, plant and processes are based on our research and our experience in the field of applied engineering and are merely recommendations. It is not possible to infer any warranted qualities or warranted use from these details, unless they were expressly agreed as a warranted quality. We reserve the right to make technical modifications in the course of our product development.

The specifications agreed with the Purchaser in writing are relevant for the quality of the goods and if specifications have not been agreed in writing, the information contained in our technical data sheets, specifications or drawings. Any additional or diverging agreements on the quality must be in writing. Any suitability of the product for the presupposed or customary use which supplements or diverges from the agreed quality is out of the question.

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Indústrias Metálicas Veneporte, SA  
MCRQ/NIF: 500139091  
Capital Social: 2983.680,00 Euros



Exhausts &  
Emissions  
Control

### 13. Rights of the Purchase in the Event of Defects:

Unless otherwise agreed in writing, the Purchaser shall notify us of all defects without undue delay in writing, however no later than 5 working days after receipt of the goods (in the event of hidden defects without delay, however no later than 5 working days after the discovery thereof). Should the Purchaser fail to give such notification, the goods shall be deemed accepted.

### 14. Warranty:

In the event of defective goods, we shall, at our discretion, either replace, repair the goods or issue credit note upon demand by the Purchaser (subsequent performance).

### 15. Returns:

Returns not covered by the warranty conditions of Veneporte, may be made with a deduction of 25% on the amount billed. The associated shipping costs will be borne by the buyer. Returns will always be subject to written authorization by Veneporte and limited to 1% of the sales value of the last 12 months.

### 16. Delivery Shortages or Over deliveries:

The Purchaser shall notify us of all over or short deliveries without undue delay in writing, however no later than 2 working days after receipt of the goods (in the event of heterogeneous packing without conference at unloading, without delay, however no later than 2 working days after the discovery thereof, limited to 10 working days after unloading). Should the Purchaser fail to give such notification, the goods shall be deemed accepted.

In the event of short deliveries, we shall, if reasonable, cover the shortage. Otherwise credit note will be issued.

In the event of over deliveries, we shall recall the goods, if an invoicing agreement is not reachable.

### 17. Limitation of Liability and Exclusion from Liability:

Our liability is based on the law as a basic principle, unless otherwise specified in these General Conditions of Sale and Delivery. In the event of a slightly negligent breach of contractual duties, the performance of which renders the proper implementation of the contract possible in the first place and compliance with which the contracting parties can usually rely on, our liability is limited to compensation of the typical, foreseeable damage; in cases of a slight negligent breach of other contractual duties, our liability is excluded. The limitation of liability and exclusion from liability does not apply to damage caused by death, injury or an impairment to health, and if and to the extent that we have compulsory liability under the Product Liability Act or for other reasons.

### 18. Statements of Account:

The Purchaser shall verify the correctness and completeness of statements of account, in particular balance confirmations, as well as notifications and settlements of accounts. Objections to statements of account shall be made in writing within one month from the date of the respective statement. Any other objections shall be made without undue delay. Failure to make timely objections shall constitute approval.

### 19. Place of Jurisdiction:

The place of jurisdiction shall be the registered office of our company exclusively. However, we are entitled to bring action against the Purchaser at his place of general jurisdiction.

### 20. Applicable Law:

The laws of the Portuguese Republic are applicable.

### 21. Trade Terms:

If the INCOTERMS of ICC Paris are agreed, these apply in the version applicable upon conclusion of contract, which are available for perusal under [www.iccwbo.org/](http://www.iccwbo.org/).

### 22. Supplementary conditions for services rendered to parts supplied by the Purchaser:

Our incoming goods inspection of the parts supplied by the Purchaser to be processed by us is restricted to determining the identity of the goods and their conformity with the delivery documents, checking for obvious transport damage, checking the external condition and the quantity delivered, insofar as this is permitted by the condition in which such goods are delivered. Any additional checks shall be carried out only if they were agreed in advance with the Purchaser in writing or if we consider these necessary in our opinion. Rejects and short quantities for series parts must be agreed in writing with the Purchaser before processing. If no such agreement is made, the Purchaser may not derive any claim for the reimbursement of raw parts from the rejects or short quantity.

Unless otherwise agreed in writing, quality inspections shall be carried out at our discretion by sampling.

In the event of a legitimate complaint, which can be proven to be our fault, we shall be liable only up to the order value of the parts to which the complaint refers. In this case, we shall either credit the respective amount or offer to process supplied replacements free of charge. The Purchaser bears the transport risk.

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