

GENERAL SALES CONDITIONS

1. GENERAL CONDITIONS

- 1.1. The supplies and services provided by EST will be performed in accordance with the GENERAL SALES CONDITIONS, unless previously agreed upon written agreement.
- 1.2. The subscription to any proposal presented by EST implies acceptance of the GENERAL SALES CONDITIONS, which must be in writing.
- 1.3. The deadlines contained in the proposals are subject to reservations in the event of difficulties arising in obtaining raw materials and/or other production factors. The contracting party is responsible, in due time, for clearing the work places, materials and/or activities that hinder the work of EST, as well as for the completion of all work prior to those contracted to EST.
- 1.4. The literature accompanying EST's proposals and any indications contained therein are for information purposes, only assuming binding force after acceptance and confirmation of the order by the customer.
- 1.5. Any documents or studies provided by EST, which are its exclusive property, cannot, under penalty, be used and/or transmitted to third parties without prior authorization.
- 1.6. Returns and/or repossessions of material will be accepted only as an exception and duly substantiated.
- 1.7. Any complaints will only be considered if made in writing and within 15 days of delivery of the material and/or performance of the service.
- 1.8. Works that are not subject to a prior proposal will be quoted according to the EST tables for the execution of works under the Direct Administration and/or Technical Assistance Regime, in force at the time of their execution. The request for these works presupposes knowledge and acceptance of the GENERAL CONDITIONS OF SALE.
- 1.9. The customer's signature on the Service Guides presupposes the acceptance and approval of the works described therein.
- 1.10. All materials and/or equipment supplied and/or applied by EST will be your property until they are fully paid.

2. PRICES

- 2.1. The prices quoted and included in the proposals are binding for a period of 30 days, unless otherwise stated, after which they are subject to any change.
- 2.2. Detailed information on Prices for the Provision of Services can be found in the Price Lists for the Provision of Direct Administration Services and the Provision of Technical Assistance Services in force.

3. DEADLINES

- 3.1. The works will be carried out as agreed with the client and in line with other specialties involved. The responsibility for any delays, as a result of delays in other specialties and/or other reasons beyond the control of EST, cannot be attributed to EST. If, for the above reason, there is a need for measures to recover delays, the corresponding costs will be duly accounted for, invoiced and allocated to the customer.
- 3.2. Any delays in the delivery of equipment by EST suppliers cannot be the cause of any claim for compensation or exception of noncompliance with the agreed conditions.
- 3.3. The provisions of points 3.1 and 3.2 do not constitute grounds for terminating the contract agreed between the parties.

4. GUARANTEES

- 4.1. The materials applied will have the guarantee given by the respective manufacturers. The remaining guarantee conditions of the present proposal are those established in the legislation in force.

5. PAYMENT TERMS

- 5.1. Unless otherwise agreed in writing in the acceptance and order confirmation by the customer, payments will be made in cash upon delivery of the invoice for each service provided.
- 5.2. EST does not accept means of payment that are subject to financial or other charges. Since, in specific cases, you may accept other means of payment than the usual ones (bank transfer or check), and they must be accepted in writing by EST.
- 5.3. In the event of late payment of the amounts due, administrative and current account maintenance charges will be added, in addition to the legally enforceable interest.
- 5.4. Payments may not be delayed for any reason, even in the event of a dispute.

6. SAFETY AND HEALTH

- 6.1. EST promotes and ensures compliance with good occupational Health and Safety practices, assuming a commitment to continuous improvement, providing the customer with all the conditions for this purpose.

7. EXCLUSION OF LIABILITY

- 7.1. EST will not be responsible for any damages or lost profits arising from the use of the equipment, nor for losses resulting from breakdowns, regardless of their nature (namely costs related to suspension of work).
- 7.2. EST will not be responsible for repair and assistance services or supply and replacement of parts, motivated by fortuitous event or force majeure, namely fire or flood, or by negligence, deliberate act or incorrect use of the equipment(s) by the customer, its employees, representatives or third parties, or carried out as a result of repairs carried out by people and/or companies other than EST or not duly authorized by EST.

8. LITIGATION

- 8.1. In the event of a dispute, the jurisdiction of the District of Leiria is competent, to the exclusion of any other.

NOTE:

These conditions change and replace those that were in effect until now.

Boa Vista, June 9, 2022
The Management



PME Líder

