

# **GENERAL PURCHASE CONDITIONS**

## 1 - GENERAL CONDITIONS

- 1.1 All purchases and delivery of materials are carried out in accordance with previous agreement.
- 1.2 Any amendment to the General Purchase Conditions shall be communicated by the EST SA.

## 2 - BILLING AND PAYMENT TERMS

- **2.1** Payment terms are expressed in the Purchase document.
- **2.2** Whenever the payment conditions contained in the invoice are different from those previously agreed, EST, S.A shall be entitled to return them for correction.
- **2.3.** The invoice must always contain the reference of our Purchase Order. In the absence of the above information the Invoice will not be accepted and therefore returned.

#### 3 - DEADLINES

- **3.1** Delivery deadlines are set in the order. Any changes to the agreed deadlines must be communicated in writing to EST, S.A and requires the approval of EST.
- **3.2.** In the case of failure to meet the delivery deadlines established in its own document, EST S.A. reserves the right to cancel the order, not giving rise to any kind of penalty.

#### 4 - DELIVERY OF GOODS

- 4.1 All goods shall be checked, within 24 hours, and any discrepancies that might exist shall be subsequently reported.
- **4.2** All goods must be accompanied by legal documents such as: delivery slips, consignment notes and invoices. They must also comply with the Certificates of Conformity, Manufacturer's Declaration of Conformity and Chemical Safety Data Sheets for the products. Safety Data Sheets must be sent in accordance with the regulations in force under the following conditions:
- on the first purchase or;
- whenever there are changes.
- **4.3** All electrical equipment and some materials must have the conformity mark (CE marking).
- **4.4** The supplier shall ensure that the brand name or trademark is visible on the equipment or, when this is not possible, on its packaging.

#### 5 - RETURNS UNDER WARRANTY

**5.1** All returns under warranty will be the responsibility of the supplier and EST, S.A. does not assume any kind of charge inherent to the transportation of these.

## **6 – EQUIPMENT RENTAL**

**6.1** For equipment rental contracts it is mandatory to issue all legal documentation and the equipment itself (Equipment Manual, CE Certificate, Inspection / Maintenance Report and Insurance).

All documentation must be received by EST, SA up to 24 hours in advance.

In the event of non-compliance with these requirements, EST, S.A reserves the right to refuse the equipment and it is the responsibility of the supplier to assume any penalty that may arise.

The rental date starts after all requirements have been validated.

## 7 - LITIGATION

**7.1.** 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, November 2019 The Management











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