

GENERAL SALES CONDITIONS

1. GENERALITIES

- 1.1 The supply and services provided by EST shall be carried out according with the GENERAL SALES CONDITIONS, except when there is a previous written agreement.
- 1.2 The subscription of any proposal presented by EST implies the acceptance of the GENERAL SALES CONDITIONS, which shall have to be by written.
- 1.3 The deadlines contained in the proposals are subject to reservation in the event of difficulties arising from obtaining the raw material and/or other production factors. Therefore, the contractor is responsible, beforehand, to remove obstacles from the workplace, material and/or activities that make difficult EST works, as well as the conclusion of every other work previous to the ones contracted to EST.
- 1.4 The brochures which accompany the proposals and any indication which appear in them are merely informative, and only acquire contractual value after the acceptance and confirmation of the order made by the client.
- 1.5 Any document or study supplied by EST, which are EST's exclusive property, may not be used and/or transmitted to a third person without previous authorization, or otherwise be liable for penalties.
- 1.6 The return or take back of material shall be taken into consideration only as an exception and when properly justified.
- 1.7 Eventual complaints shall only be considered if they are in writing and within a period of 15 days counting from the day the material was delivered and/or after a provided service.
- 1.8 Works which do not need a previous proposal shall be quoted according with the price-list of EST for the execution of works under Direct Labour Operations and/or Technical Support, in force on the date of their execution. The works request implies the knowledge and acceptance of the GENERAL SALES CONDITIONS.
- 1.9 The client's signature on the Service form implies the acceptance and approval of the works described there.
- 1.10 All the material or equipment supplied and/or applied by EST shall be its property until their whole payment is performed.

2. PRICES

- 2.1 The estimated prices contained in the proposals are binding for a period of 30, unless otherwise indicated, after which they may be subject to any changes.
- 2.2 Detailed information on Service Provision Prices are expressed on the Service Provision of Direct Labour Operations Table and Service Provision of Technical Support Table in force.

3. DEADLINES

- 3.1 The works shall be performed with the agreement of the client and in accordance with the other field of expertise involved. The responsibility for possible setbacks due to a delay on behalf of the other fields of expertise and/or other reasons beyond EST's control cannot be attributed to EST. If, for this reason, some measures have to be taken to recover from delays, the corresponding costs shall be duly accounted, billed and attributes to the client.
- 3.2 Eventual delays in the delivery of any equipment by EST's suppliers cannot be the cause of any request for compensation or lead to the non-compliance of the conditions previously established.
- 3.3 Paragraphs 3.1 and 3.2 are not ground for termination of the contract between the parties.

4. WARRANTIES

- 4.1 The applied materials shall have the warranty given by the respective manufacturers. The remaining warranty conditions contained in the proposal are the conditions under the legislation in force.

5. PAYMENT CONDITIONS

- 5.1 The payment shall be done immediately after each provided service and at the time of the presentation of the invoice, except when otherwise indicated in writing in the acceptance and confirmation of the proposal by the client.
- 5.2 EST does not accept means of payment subject to financial surcharges or other. Although, in individual cases, other means of payment, different from the usual ones (bank transfer or cheque) may be accepted, but these means must be accepted by EST in writing.
- 5.3 In case of delayed payment, administrative and maintenance of current-account costs shall be added to the outstanding amount in addition to interest required by legislation.
- 5.4 Payments may not be delayed under no circumstances, even in case of litigation.

6. HYGIENE AND SAFETY

- 6.1 EST promotes and ensures the compliance of good practices of safety and health at work assuming the commitment of continuing improvement, for which the client has all the necessary conditions.

7. EXCLUSION OF RESPONSABILITY

- 5.1 EST shall not be held responsible for damages or loss of profit due to the usage of equipment, neither shall it be held responsible for prejudice resulting from breakdowns, independently of its nature (namely costs related with the suspension of the labour).
- 5.2 EST shall not be held responsible for repair and maintenance services or the supply and substitution of parts due to unforeseeable circumstances or force majeure, namely fires or floods, or due negligence, wilful act or improper use of the equipment by the client, collaborators, representatives or third parties, or as result of repairs carried out by persons or companies other than EST, or not allowed by EST.

8. LITIGATION

- 8.1 In case of litigation, the competent jurisdiction shall be the Judicial District of Leiria, to the exclusion of any other.

NOTE:

The present conditions change and substitute the ones in force up until now.
Boa Vista, 1st of January 2016
The Administration