

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope

These General terms and conditions of sale apply, unless expressly agreed otherwise between the contracting Parties under a supply or purchase and sale of the product ('Product') supplied or sold by Evertis Portual, SA ('Evertis') to the customer or purchaser ('Customer'), pursuant to the following clauses.

2. Complete acceptance without reservation

a) The General terms and conditions of sale are provided in writing or are available at www.evertis.com before the formalization of the order of the Product by the Customer or potential customer.

b) The formalization of the order and/or the acceptance of the bill by the Customer implies the full and unreserved acceptance of these General terms and conditions of sale, assuming, although this is not expressly stated, that the Customer has full knowledge of all the clauses comprising the General terms and conditions of sale and their scope, to the exclusion of all clauses that have not been expressly accepted by Evertis and that do not appear on the written document agreed to and signed by Evertis and the Customer.

c) Any amendments or additions to these General terms and conditions of sale are only valid if made in writing and signed by the Parties.

3. Orders

Orders for the Product ('Orders') are formalized in writing by the Customer or a third party duly authorized to act on their behalf and are deemed valid and therefore binding by Evertis once confirmed by Evertis in a written document sent to the Customer.

4. Validity of the Product and Offers

a) The Product is valid for 6 (six) months from the date on which it is shipped, provided that appropriate transport and storage conditions are guaranteed.

b) Sales offers presented by Evertis are valid for 30 (thirty) consecutive days from the date specified therein, if such offers do not expressly state a different expiry date.

5. Price and price changes

a) Without prejudice to what may be agreed between Evertis and the Customer, the selling price of the Product will be the price in force in Evertis when the Product is shipped and the invoice is issued, to which VAT will be added at the rate in force when the Product is shipped, as well as any charges, taxes, tariffs, customs duties or other levies, or any bank charges that are related to the Product.

b) Evertis reserves the right to change the price up to the time of shipping, without prior notice, due to changes subsequent to the signing of the Agreement, in particular following changes in taxes, levies, premiums, exchange fluctuations or others, and Evertis must notify the Customer of any such change within a reasonable period of time.

c) Should Evertis conclude that, due to statutory, regulatory, administrative or judicial requirement it is barred from receiving the price for the Product delivered to the Customer, it may, without prior notice and without incurring any liability to the Customer, cancel any Orders concerning future shipments of the Product to the Customer.

6. Payment

a) Evertis will issue an invoice to the Customer for each Product delivery, even if it is a partial delivery.

b) Whenever the Parties agree on paying by instalments for the Products ordered, the first instalment paid by the Customer will be deemed to be confirmation of the order and only after receiving it will the steps required to deliver the Product be taken.

c) Unless specified otherwise on the invoice or in the Agreement, invoices will become due within 30 (thirty) calendar days of the date of issue.

d) Unless expressly agreed otherwise, payments will be made in euros by bank transfer to the account specified by Evertis on the relevant invoice or in the Agreement on which it is based, and there will be no deductions of any amounts, such as by way of compensation.

e) The creation or increase of any charges, taxes, tariffs, customs duties, levies or any bank charges or fees that Evertis may incur in connection with the sale or supply of the Product, even after signing the Agreement, will be borne by the Customer and the relevant amount will be repaid to Evertis once it has proceeded to make a request for such repayment.

f) Failure by the Customer to pay Evertis any sums due entitles Evertis, without need to give any prior notice and without prejudice to other rights it enjoys, to automatically, (i) apply, on a daily basis, default interest at the current legal rate plus 6 (six) percentage points, pursuant to Article 102 of the Commercial Code (*Código Comercial*), in respect of any amounts not settled on the due date, from the said due date up to the date on which payment actually occurs; (ii) require the Customer to pay all judicial and extra-judicial costs, including administrative expenses and barrister's and solicitor's fees, incurred by Evertis to secure settlement of its debt; (iii) suspend further deliveries of the Product until the sums due are paid in full; (iv) cancel future deliveries of the

Product and terminate the Agreement for failure to pay the price; and/or (v) require advance payment for future deliveries of the Product.

7. Deliveries

a) Deliveries of the Product will be governed by the official international rules of the International Chamber of Commerce for the interpretation of commercial terms (*Incoterms 2010*, or the latest version thereof), as agreed in writing by the Parties.

b) The risk of loss, theft, or deterioration of the Product and also the risk of damage to, or confirmed in, the Product is transferred to the Customer upon delivery or shipping, pursuant to the applicable *Incoterm*.

c) If the Customer is in default in the performance of any obligation, they will always be liable for the damage suffered by Evertis as a result of loss, deterioration or depreciation of the Product, even if these facts are not attributable to the Customer.

d) Evertis reserves the right to dispatch a larger or smaller quantity of Product, up to a maximum difference of 10% of the quantity of Product actually ordered by the Customer and the Customer is bound to accept the amount actually sent and pay the price thereof.

e) The delivery deadlines given by Evertis to the Customer are mere estimates. In the event of delay, the Evertis undertakes to do its best to make the delivery as soon as possible, notifying the client of this.

8. Packaging

a) Evertis will pack the Product in a manner appropriate to its transportation whenever it is informed, with enough advance notice for the purpose, of how the transport will proceed.

b) If the Product is shipped in reusable packaging (e.g. plastic or H1 pallets) the Customer must store and keep said packaging, which will be returned by them to Evertis within a reasonable time, with the Customer being liable for any loss or damage to the packaging in its possession.

c) If the Product is shipped in non-reusable packaging, the Customer acquires ownership thereof with its ownership of the Product and is then responsible for its management and the final disposal of the packaging waste; the Customer hereby assures Evertis that they expressly assume all the obligations arising under the applicable law and any liabilities that may be ascribed to Evertis for non-compliance with such legal stipulations.

9. Obligations and guarantees

a) Evertis guarantees that the Product has not been pledged or impounded on the order of any court case and is free of liens, charges and claims by third parties.

b) Evertis does not guarantee that, by using, reselling or handling the Product, the Customer is not infringing any third party trade mark or any industrial property right, and it is not liable to the Customer for the damage and expenses the latter may incur as a result of any infractions.

c) Under no circumstances will either Party be liable to the other for any indirect, consequent or special damage (including, specifically, damage relating to loss of production, earnings, profits, customers, reputation or the value of their shares).

d) Except to the extent that they arise from non-compliance, at the time the Product is shipped, with the specifications in force in Evertis, the Customer will keep Evertis (including, specifically, its parent companies, subsidiaries, shareholders, partners, co-investors and their respective directors, employees or workers) protected from (i) any claims, liabilities, costs, including, specifically, injury or death of the Customer's workers or persons hired by the latter directly or indirectly, in any way related to the Product sold (including, specifically, their possession, use, handling, processing, transport, provision, resale or transfer of the Product); and from (ii) any loss, damage or expenses (including reasonable legal costs) incurred in connection with third party claims arising from the sale of the Product to the Customer or from the processing or sale of the Product or from other raw materials produced that use the Product, for which Evertis is not liable pursuant to the Agreement.

10. Inspection of the Product and limitation of liability

a) The Customer or a third party duly authorized to act on its behalf, shall examine the Product immediately upon receipt of each shipment and will report on the shipping documents any apparent damage or any faults found during the loading and transportation of the Product; the lack of a report in the terms described entitles Evertis to deem as out of time any complaints about faults or damage apparent and detectable, under and for the purposes of point D. below.

b) The Customer or third party duly authorized to act on its behalf shall, during the delivery process, likewise examine the Product received in order to identify compliance with the requirements of quantity and quality. If any non-conformity is detected, the Customer must inform the carrier, report the non-conformity on the shipping documents and immediately inform Evertis.

c) Failure to comply with the terms and conditions described above for the submission of complaints or use of the Product without conducting a prior inspection as described above, will amount to an acceptance - without

reservation – of the Product by the Client and the renunciation by the Client of the possibility of filing any complaints related to the Product.

d) In the event of returning a Product claimed to be defective and deemed as such by Evertis, the Customer must keep the Product properly stored and in a suitable place until it is collected and bear the relevant costs.

e) Any other guarantee as to the quality of the Product or its use for any particular purpose, arising from the law or from another source, will be excluded, unless the contrary specifically results from the Agreement.

11. Retention of title

a) Without prejudice to the provisions relating to delivery terms, and without prejudice to the transfer of risk to the Customer in accordance with the applicable *INCOTERM*, ownership of the Product remains solely with Evertis until all sums owed by the Customer under the Agreement or agreed between the Parties are wholly and unconditionally paid by the Customer to Evertis.

b) If the Product is reprocessed or if, during such reprocessing, the product is mixed with products from third parties, the Customer will be, respectively, the owner of the product or joint owner of such reprocessed mixed product.

c) If the product or the reprocessed mixed product is assigned to third parties, the Customer shall assign to Evertis their claims relating to third parties, in the sum corresponding to the amount owed.

12. Technical information

a) Any technical advice or assistance provided by Evertis or its agents to the Customer with respect to the selection or use of the Product delivered to the Customer pursuant to these General terms and conditions of sale or the Agreement will be given to and accepted by the Customer at its sole risk and cost, and neither Evertis nor its agents shall be in any way responsible for the use of such advice or assistance or for the results derived therefrom.

b) In particular, Evertis will provide only recommendations relating to the use of the Product in accordance with the information provided by the Customer, who alone will be responsible for using the Product for a specific purpose, and Evertis will not guarantee the suitability of the product for any specific purpose, for sale, or for any other use.

c) Any descriptions, drawings, photographs, illustrations or technical data contained in advertising or technical material issued by Evertis are subject to change without any prior notification, and will not be deemed sales specifications, an extract or supplement thereof.

13. Confidentiality

Each Party undertakes, at all times, except when it is authorized to disclose any information, to treat the following with confidentiality: (i) any information relating to Evertis or the Customer (as applicable), to their activity, shareholders, directors, workers or related persons, which has been obtained under the Agreement; (ii) any documents issued by Evertis, by the Customer, or exchanged between them; (iii) the existence and content of the Agreement, and (iv) any dealings or negotiations between Evertis and the Customer.

14. Efficacy

a) These General terms and conditions of sale are binding upon the Parties, their successors and assignees, and may only be removed by special provision set out in the Agreement.

b) If any provision of these General terms and conditions of sale or the Agreement is found by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining clauses and conditions will remain wholly in force and not be affected, cancelled or invalidated, and the Parties will replace the invalid or unenforceable provision by another, so that the General terms and conditions of sale and/or the Agreement remain fully valid, effective and enforceable.

15. Waiver of rights

The Parties expressly acknowledge that, unless the Agreement or these General terms and conditions of sale lead to the contrary, (i) no failure or delay in performance by any party in exercising its rights will correspond to the relinquishing of or restriction on such exercise, and (ii) the sporadic or partial exercise of any right will not preclude the exercise thereof in its entirety or any additional right that they may enjoy.

16. Assignment of contractual position and transfer of claims

a) The Parties may not assign their contractual position in the Agreement without the prior consent of the other Party.

b) The Customer expressly agrees to the subrogation and transfer of claims of Evertis to third parties.

17. Termination and suspension of the Agreement

a) The Agreement may be terminated in the following circumstances: (i) the non-performance by either party of a main provision of the Agreement, if such non-performance is not remediable or remedied within thirty (30) days of notification by the other party to that effect; (ii) the non-performance by the Customer of their obligation to make full payment of sums already due within thirty (30) business days of notification by Evertis to that effect; (iii) the submission of a proposal for the winding up, liquidation or cessation of the activity of one of the Parties; (iv) the substantiated instigation against either

Party and not challenged by said Party, of any of the processes set out in the Corporate Recovery Code (CIRE) or in other legislation that regulates or may come to regulate these matters, or any other process or procedure of a similar nature, unless such processes or procedures are contested diligently and in good faith and are deemed completed within 20 (twenty) days of their inception; (v) the appointment of a receiver or similar to administer all or part of the assets of one Party; (vi) Customer involvement in any proceedings, payment arrangement or plan to satisfy the overall claims of their creditors and for the benefit of the latter, in particular under the Special Conciliation Procedure or Special Revitalization Process, or similar.

b) Should the Agreement be terminated for any of the reasons identified, the Party not at fault (without prejudice to such other rights that it may enjoy) may - insofar as the cause for the resolution continues and is not extinct or remedied - require the other Party to pay the amount corresponding to the delivery of the Product and the establishment of a guarantee acceptable to the other Party, advance payments for future deliveries or reducing the payment period agreed under the Agreement as a condition for making any future deliveries of the Product under accepted Orders or futures Orders, after which the Party not at fault may, at their own discretion, suspend any Product purchase or delivery (including Product already shipped) and/or terminate the Agreement immediately, by notifying the other Party in writing.

c) The termination of the Agreement will not affect the existence of any rights or obligations established prior to termination nor will it affect the validity of clauses IX, XII, XV and XXII, all of which will remain in force.

19. Applicable law and jurisdiction

These General terms and conditions of sale are subject to Portuguese law and the District Court of Portalegre has jurisdiction for resolving any disputes arising from them, which does not prejudice the ability of the Parties to agree to litigation being resolved by arbitration.

I declare that I have read and accept these General terms and conditions of sale.

Date:

The Customer