

1. General

1.1. These conditions apply to all Quotations, Purchase Orders and Contracts and to all supplies of goods and services related to them.

1.2. SAPEC Química's Purchase Orders and Contracts are exclusively based on this General Purchase Conditions (GPC), unless otherwise agreed in writing. These GPC apply with the exclusion of any general terms and conditions of suppliers.

1.3. Unless otherwise stated in writing, the purchase of goods or services by SAPEC Química is exclusively subject to the rules contained in these General Conditions. The application of any others, even if in force at the supplier, are expressly excluded.

1.4. This GPC can be found on the SAPEC Química website and, unless otherwise stated by the supplier, they are deemed accepted.

2. Quotations and Purchase Orders

2.1. Supplier quotes are not binding.

2.2. A Purchase Order is only legally binding if SAPEC Química sends it to the supplier, in writing.

2.3. Deviations from GPC require explicit written acceptance by SAPEC Química.

2.4. Verbally agreed conditions are not binding.

2.5. SAPEC Química reserves the right to change and/or adjust the entire contents of the Purchase Order until the supplier confirms it.

2.6. The non-acceptance of the Purchase Order by the supplier is valid only upon explicit indication within 2 working days after receiving the document. If the supplier says nothing within 2 working days after receiving the Purchase Order, it will be automatically confirmed.

3. Supply conditions and invoices

3.1. The price indicated by SAPEC Química in the Purchase Order is binding.

3.2. Unless otherwise agreed in writing, the price includes all costs that may occur until the fulfilment of the contractual obligation (for example, packaging, transportation, insurance, customs clearance, fees and taxes) and DDP - Delivery Duty Paid (delivered with rights paid at the named destination) according to Incoterms 2010, at the address indicated in the Purchase Order.

3.3. All documentation that attests to the quality and legality of the materials be it Certificates of Analysis, Certificates of Conformity, REACH documentation, or any other, is an integral part of the Purchase Order. Thus, it will only be considered satisfied if all documentation is provided in a timely manner.

3.4. Unless otherwise agreed in writing, payments will be due and paid 60 (sixty) days after the date of delivery of materials or performance of services.

3.5. The payment period will start counting as soon as a correctly issued invoice is received, as long as the delivery of the materials has been made or the service has been concluded.

3.6. The payment for the materials or services does not constitute an acknowledgment that the delivery or service provided has complied with the requirements of the contract.

3.7. The invoices must be sent to SAPEC Química by email to aprovisionamento@sapécuimica.pt (only one invoice per pdf file) and must always mention the SAPEC Química Purchase Order number and the number of each item.

3.8. Invoices must comply with the Tax legislation, mentioning the VAT exemption article number, when applicable.

3.9. All invoices that do not meet the requirements will be returned.

3.10. Copies of invoices must be marked as duplicates.

4. Delivery and penalties

4.1. The agreed delivery times are binding and it can only be extended by agreement between the Parties, in writing.

4.2. Unless otherwise agreed in writing, any delivery will be made to DDP Incoterms 2010 at the address indicated in the Purchase Order. Any other terms of delivery requested by SAPEC Química must be observed.

4.3. When the supplier becomes aware of any potential delay in delivery, it must notify SAPEC Química immediately and in writing, indicating the reasons and the estimated delay period.

4.4. If the delay in delivery causes negative impacts on the normal working process of SAPEC Química, SAPEC Química reserves the right to cancel the Purchase Order without any penalty.

4.5. In case of delay in delivery, SAPEC Química will be entitled to charge a penalty for each day of delay in the amount of 0.3%, but not exceeding 5% of the net contract value, unless the loss shown by SAPEC Química is substantially superior.

4.6. The opening hours for the reception of goods are from Monday to Friday, from 8:30 am to 11:00 am and from 1:00 pm to 3:00 pm. However, the supplier may only deliver the goods with prior notice and written consent from SAPEC Química.

4.7. Upon delivery, all safety and operational rules of SAPEC Química must be observed and complied with.

4.8. Any delivery must be accompanied by Delivery Note, CMR and Bill of Lading or similar documents. All delivery documents must describe the contents of the delivery and must include the Purchase Order number.

4.9. The supplier is obliged to mark/label the ordered materials, as determined by SAPEC Química.

5. International Trade Regulations and Security of Supply

5.1. The supplier must comply with Regulation (EU) 2015/478 on common rules for imports.

5.2. The supplier must comply with all customs duties incurred in Portugal on the import of products from countries outside the European Union as well as applicable taxes.

5.3. After receiving the Purchase Order, the supplier must inform and advise SAPEC Química, in writing, of any information and data necessary to comply with all international trade regulations.

5.4. Without prior written consent from SAPEC Química, the supplier cannot carry out customs clearance on behalf of SAPEC Química. If such permission has been granted, the supplier undertakes to promptly deliver all documents and other relevant import information obtained in the import clearance. If the supplier does not comply with this obligation, SAPEC Química may end the contract by simply informing the supplier of its intention by any means.

5.5. The supplier must provide the necessary instructions and take measures, particularly with regard to the following security aspects: on buildings, packaging, transport, business partners, people and information, in order to ensure the security of the entire supply chain, in accordance with the requirements of the respective internationally recognized organizations based on the WCO SAFE Framework of Standards.

5.6. The supplier must protect the materials supplied to SAPEC Química or supplied to third parties designated by SAPEC Química against unauthorized access and manipulation.

5.7. The supplier must employ only properly trained personnel to handle the materials destined for SAPEC Química and must compel subcontractors to take equivalent safety measures.

6. Risk transfer and ownership transfer

6.1. Unless otherwise agreed, for deliveries involving installation or services, the transfer of risk occurs upon final acceptance.

For deliveries that do not involve installation or services, the risk transfer will occur after receipt by SAPEC Química at the designated location.

The transfer of ownership will occur upon delivery of the goods.

7. Reception and non-conformities.

7.1. The delivery of the goods must be made without defects and must comply with the agreed standards, requirements and specifications.

7.2. The supplier ensures that the goods are free from defects and comply with the requirements defined by SAPEC Química.

7.3. Immediately after receipt, SAPEC Química will examine whether the delivery matches the quantity and type of products ordered and whether there are recognizable external deficiencies or other apparent defects. If a deficiency is found in the course of these inspections, the supplier will be informed within three (3) business days.

7.4. Hidden defects will be notified to the supplier within ten (10) business days of detection.

7.5. If any goods are defective or non-compliant with the established requirements, SAPEC Química will notify the supplier of this fact and may, without prejudice to any other right under these GPC or applicable law, at its sole discretion, and at the expense and risk of the provider:

- claim full refund of the amount paid and return the goods in question;
- require the supplier to resolve the non-conformity immediately or to replace the non-conforming goods with goods that meet the specifications.

7.6. Rejected goods will be considered undeliverable.

7.7. Quantity deviations outside the tolerances of +/- 10% constitute a defect. In the event of a weight deviation, the quantities measured by the SAPEC Química scale replace that of the supplier; unless the supplier proves that the weight calculated by it was correctly measured, using the commonly accepted methods.

7.8. The supplier must collect the goods within fifteen (15) days after notification of non-conformity or defect. If after three (3) months the supplier does not pick up the materials, SAPEC Química may send them for recycling or destruction with all the costs charged to the supplier.

7.9. The inspection, acceptance, full or partial payment of the goods, under these GPC, will not be considered as a waiver by SAPEC Química of the right to cancel, return or reject all or part of the goods based on non-conformity or defects, hidden or apparent, or based on another breach of warranties, nor will it constitute a waiver of the right to make any claim for damages, including production costs and lost profits or other special damages suffered by SAPEC Química.

7.10. SAPEC Química reserves the right to inspect the goods at the supplier's facilities during the execution of the order. If SAPEC Química carries out any inspection or testing at the supplier's facilities, the supplier must provide reasonable facilities and assistance for the safety and convenience of SAPEC Química inspection personnel. The supplier undertakes to inform SAPEC Química immediately of any suspicion of non-conformity of the delivered goods.

8. Warranties, Last-Call Right, procedure and products adjustments

8.1. The delivered goods must comply with the provisions of Portuguese and European Union law and any other safety and accident prevention regulations.

8.2. The supplier with a regular business relationship with SAPEC Química is obliged to inform immediately in writing if it plans to reduce the production of materials or incorporate adjustments in the composition or production procedures of the goods. This information must be provided to SAPEC Química at least 3 months in advance.

8.3. The supplier undertakes to grant SAPEC Química the right to place a last order with reasonable quantities (Last-Call Right) before any significant reduction in production or adjustments to the composition or production procedures of any goods that are supplied.

8.4. In the event that the supplier has ISO certifications, acceptance of these conditions constitutes confirmation that the supplier has implemented all the obligations that result from the ISO certification, thus reducing the quality control checks required at the time of delivery at SAPEC Química facilities. In addition, the supplier undertakes to immediately inform SAPEC Química of any relevant facts related to these ISO certifications (renewal, cancellation).

9. Product Responsibility

9.1. If the supplier is responsible for damage caused by the product, it is obliged to indemnify SAPEC Química for any third party claims, upon first request.

9.2. Within the scope of its liability for damages, the supplier is obliged to compensate for any expenses that arise or result from an order from SAPEC Química. Any

additional rights under applicable law are not affected by this means.

9.3 The supplier must maintain a material liability insurance with sufficient coverage to compensate SAPEC Química for any damage or loss. Additional damage claims under applicable law are not hereby excluded and must be applied in full.

10. Subcontracting

10.1. If the supplier subcontracts third parties without SAPEC Química's prior written consent, SAPEC Química has the right to terminate all or part of the contract and claim damages.

11. Intellectual Property Rights

11.1 The supplier guarantees that all goods delivered are free of third party rights. The supplier will indemnify SAPEC Química through claims by third parties for infringement of intellectual property rights and compensate SAPEC Química for all costs and expenses resulting from any claims by third parties as the breach is not caused by it.

11.2 The obligation of compensation by the supplier applies to all expenses incurred by SAPEC Química or through third party claim.

12. Confidentiality, data protection

12.1 The supplier must keep confidential all information provided by SAPEC Química on procedures, processes, facilities, documents and others, unless they are open to the public or become public without the supplier's fault.

12.2 The confidentiality obligation applies especially to information received or obtained such as documents, data and other information. In addition, the supplier must comply with the data protection regulation.

12.3 The supplier must ensure that its employees and subcontractors comply with these obligations. The confidentiality obligation applies even after the conclusion of the contract.

12.4 The supplier agrees that SAPEC Química may store and process disclosed personal data, to the extent legally permitted by applicable data protection legislation.

13. Compliance with legislation and standards

13.1 The supplier must produce the goods according to its economic and technical conditions in the most environmentally favourable conditions and in accordance with the applicable legislation.

13.2 The supplier must comply with any applicable regulation or provision regarding occupational safety,

accident prevention, transportation safety, SAPEC Química specifications and procedures, maintain a management system in operation in these areas and must supply and have available, upon request, sufficient documentation for inspection and analysis.

13.3 In addition to the measures mentioned above, the supplier guarantees that it and any of its downstream suppliers:

- are aware of the obligations of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council on the registration, evaluation, authorization and restriction of chemicals (REACH) and all its amendments;
- comply and will always comply with REACH provisions;

The supplier shall inform SAPEC Química about any measures taken under REACH and, in particular, inform:

- What are the measures taken to comply with REACH;
- Which are the substances in suppliers' products subject to REACH.

14. Miscellaneous

14.1. Unless otherwise provided by mandatory laws, the only and exclusive place of jurisdiction for all disputes between the supplier and SAPEC Química will be Setúbal, Portugal.

14.2 The contractual relationship between suppliers, even if they have foreign nationality, and SAPEC Química is governed exclusively by the laws of the Portuguese Republic.