

**General Terms of Purchase of Goods and Services  
PROMANEC – ENGINEERING & CONSTRUCTION, LDA**

**1. GENERAL TERMS**

**1.1.** All Purchase Orders of Goods and/or Services (hereinafter "Purchase Orders") placed by PROMANEC – ENGINEERING & CONSTRUCTION, LDA. (hereinafter "the Buyer") are ruled by these General Terms of Purchase, which shall be attached to all Purchase Orders placed by the Buyer and be an integral part of the Purchase Orders for all legal purposes.

**1.2.** Any modifications to these General Terms of Purchase shall only be valid and effective if expressly established in the Purchase Order or, when applicable, in the Particular Terms of Purchase (hereinafter "PTP") or in the Contract.

**1.3.** In case of contradiction between these General Terms of Purchase and the Purchase Order the latter shall prevail. When applicable, the PTP or the Contract shall prevail over these General Terms of Purchase or the Purchase Order.

**1.4.** These General Terms of Purchase shall prevail over any general terms of sale of the Seller.

**1.5.** These General Terms of Purchase are deemed accepted by the Seller upon acceptance, by the Seller, of the Purchase Order, as per Clause 2 below.

**2. ACCEPTANCE OF THE PURCHASE ORDER**

**2.1.** The Purchase Order shall be accepted by the Seller, in writing, within 7 (seven) calendar days of receipt of the Purchase Order. The Purchase Order shall only be binding for the Buyer if placed in writing and accepted by the Seller under the terms and conditions set forth in these General Terms of Purchase. The acceptance of a Purchase Order by the Seller after the aforementioned term shall only be valid and effective upon written confirmation by the Buyer.

**2.2.** Upon acceptance of the Purchase Order, the Seller automatically: **a)** acknowledges its capacity to execute, integrally and in a timely manner, the Purchase Order; **b)** acknowledges that it is fully aware of all information and/or documentation necessary to execute the Purchase Order, integrally and in a timely manner; **c)** adheres, with no reservations, to these General Terms of Purchase; **d)** waives to its right to apply its own general terms of sale.

**2.3.** Any errors and/or omissions detected in the Purchase Order shall be communicated by the Seller to the Buyer, in writing, within 5 (five) calendar days of receipt of the Purchase Order. Unless otherwise agreed, in writing, by the Parties, the confirmation of errors and/or omissions in the Purchase Order by the Buyer shall not imply the modification of the dates established on the Purchase Order for the delivery of the goods and/or services.

**2.4.** Any modification to the Purchase Order recommended by the Seller to the Buyer shall be previously accepted, in writing, by the Buyer. The acceptance of the Purchase Order by the Seller with reservations and/or conditions shall not be considered as acceptance of the Purchase Order and is subject to written confirmation by the Buyer.

**2.5.** The Seller shall immediately inform the Buyer of any deviations to the characteristics and functionalities established in the Purchase Order and provide appropriate alternatives to the Buyer. The Buyer may, at its own discretion, reject the alternatives provided by the Seller.

**2.6.** Any modification to the Purchase Order concerning the manufacturing process and/or the origin of the materials and/or equipment shall only be valid upon written approval by the Buyer.

**2.7.** Until the acceptance of the Purchase Order by the Seller, the Buyer may modify or cancel, at any time, the Purchase Order. The request for modification or cancellation shall be in writing and no justification is required.

**3. PRICES**

**3.1.** All prices are fixed and non-revisable.

**3.2.** Unless otherwise established in the Purchase Order or, when applicable, in the PTP or in the Contract, the prices include: **a)** all costs, charges and expenses that, directly or indirectly, result from the execution of the Purchase Order or, when applicable, the PTP or the Contract; **b)** the transportation, loading and unloading of the goods to be supplied under the Purchase Order; **c)** the insurances required by the applicable laws and/or by the Buyer for the supply of the goods and/or services under the Purchase Order; **d)** the packing, covering, boxes and other storage, packaging and transportation devices for the goods to be supplied under the Purchase Order; **e)** all charges, fees, taxes, obligations, licenses, customs duties and any other costs arising from or in connection with the execution of the Purchase Order, due on the country of origin of the goods and/or services, as well as on the country of destination of such goods and/or services.

**3.3.** The Seller shall not claim from the Buyer any adjustments to the prices established in the Purchase Order resulting from variations on the exchange rates and/or on the fees and/or taxes applicable to the goods and/or services to provide under the Purchase Order. The variations of such rates, fees and/or taxes are deemed to be included on the prices established in the Purchase Order.

**4. DELIVERY**

**4.1.** The Seller shall deliver the goods and/or services on the dates and destinations specified in the Purchase Order or, when applicable, in the PTP or in the Contract.

**4.2.** The Buyer may delay or alter the dates and/or destinations specified in the Purchase Order or, when applicable, in the PTP or in the Contract upon giving the Seller reasonable notice, in writing, of such alterations. The Buyer shall bear all additional costs reasonably incurred by the Seller as a consequence of these alterations, provided that such costs are duly documented and previously approved, in writing, by the Buyer.

**4.3.** The Seller shall communicate to the Buyer, in a timely manner, any fact that compromises or that is likely to compromise, totally or in part, the execution of the Purchase Order, under the terms and conditions agreed. In this case, the Seller shall provide to the Buyer a justification for the delay and the estimated dates for the delivery of the goods and/or services.

**4.4.** If the Seller fails to deliver the goods and/or services in accordance with the terms and conditions of the Purchase Order or, when applicable, of the PTP or the Contract, the Seller shall pay to the Buyer a penalty calculated at the rate of 0,5% (half per cent) of the price of the respective Purchase Order for each calendar day of delay, without prejudice of the Buyers' rights to terminate the Purchase Order and to hold the Seller responsible for other damages arising thereof. When applicable, the Parties may exclude the penalty set forth in this Clause 4.4. or modify the terms and conditions under which it shall be applicable to the Seller, in the PTP or in the Contract.

**4.5.** The Buyer may deduct the penalty due under number 4.4. above, whether in whole or in part, from any monies due from the Buyer to the Seller under the Purchase Order.

**4.6.** The penalty due under Clause 4.4. above shall not discharge the Seller from its obligation of executing the Purchase Order, under the terms and conditions established thereof.

**4.7.** Without prejudice of the penalty due under Clause 4.4. above, the Buyer may impose to the Seller the implementation of measures aiming the acceleration of the delivery of the goods and/or services under the Purchase Order.

**4.8.** All charges and expenses arising from or in connection with the implementation of the measures referred to in Clause 4.7. above shall be exclusively borne by the Seller.

**4.9.** The delivery of the goods and/or services before the dates established in the Purchase Order shall be subject to the Buyer's written approval and shall not imply the anticipation of the payment terms of the correspondent invoices.

**5. TERMS OF SUPPLY**

**5.1.** The Seller shall execute the Purchase Order in strict compliance with the specifications and quantities established therein, and, when applicable, with the drawings, samples, projects, standards, rules, characteristics and other elements indicated by the Buyer, which shall not be modified without the prior written consent of the Buyer.

**5.2.** The Seller shall execute the Purchase Order in accordance with the Portuguese, European and/or international rules and regulations applicable to the goods and/or services to be supplied under the Purchase Order.

**5.3.** The supply of goods and/or services under the Purchase Order shall include the supply of all accessories, pieces, components, materials, drawings, projects, plans, documents, equipment and/or activities which are necessary for the whole execution of the Purchase Order, even if not mentioned or totally specified in the Purchase Order.

**5.4.** The Seller shall provide to the Buyer, free of any additional charges, all information and technical documentation (including but not limited to the catalogs and instructions of storage, installation, operation, maintenance and repair of the goods and/or services to be supplied under the Purchase Order) which is necessary to the appropriate storage, installation, operation, maintenance and repair of the goods and/or services to be supplied under the Purchase Order, even if not mentioned or totally specified on the Purchase Order. All the documentation provided by the Seller to the Buyer shall be in Portuguese or English.

**5.5.** In addition to the documentation referred to in Clause 5.4. above, the Buyer may require to the Seller, when applicable, the certificate of guarantee of quality/CE mark of conformity of the goods to provide under the Purchase Order, as per the terms and conditions set forth in the Portuguese and European legislation applicable to the goods at stake.

**5.6.** All goods and/or services to be provided by the Seller under the Purchase Order (including accessories, pieces, components, materials, equipment, etc.) shall be in full compliance with the latest applicable codes/standards.

**5.7.** The Seller shall be responsible for obtaining all authorizations, homologations, approvals and/or licenses, notably of import/export that are necessary to the execution of the Purchase Order.

**5.8.** The Seller shall bear all risks of transportation, loss, destruction, deterioration and conservation of the goods to provide under the Purchase Order until delivery on the destinations established in the Purchase Order.

**5.9.** In case the Seller is from a State-Member of the European Union, the Seller shall make the *Intrastat* registration before the competent authorities.

**5.10.** For the interpretation of the terms of supply the Incoterms edition in force on the date the Purchase Order is placed by the Buyer shall apply.

**5.11.** The property of the goods and/or services to be provided under the Purchase Order shall be transferred by the Seller to the Buyer upon payment of the respective price. Under any circumstance the Seller shall be entitled to retain the goods to provide under the Purchase Order.

**6. PACKAGING AND STORAGE**

**6.1.** The goods to provide under the Purchase Order shall be packed by the Seller in an appropriate manner, in order them to reach places of delivery undamaged and in perfect conditions of use.

**6.2.** In addition to the information required by the applicable legislation, all consignment notes ("guia de transporte") and invoices issued by the Seller in connection with the goods and/or services to provide under the Purchase Order shall indicate the date and number of the Purchase Order, the number of goods to deliver, the department, the number of the construction site, the project (when applicable), the taxpayer number of the Buyer, as well as other information required by the Buyer.

**6.3.** In case the weight of the goods delivered by the Seller is higher than the weight referred to in the Purchase Order the Seller shall bear all the costs resulting therefrom. In case of discrepancies, the lower weight shall prevail.

**6.4.** The Buyer may postpone the date of delivery of all or part of the goods upon giving the Seller reasonable notice in writing of such postponement. In such case, the Seller shall guarantee the storage and protection of the goods, at its own risk and expenses, for a maximum period of 3 (three) months after the delivery date initially established in the Purchase Order. Without prejudice, the Parties may agree the extension of the aforementioned 3 (three) months' period.

**7. REPRESENTATIONS & WARRANTIES**

**7.1.** On the date of acceptance of the Purchase Order, the Seller warrants to the Buyer: **a)** that the Seller and its employees, workers and/or subcontractors, will execute the Purchase Order in accordance with all the Portuguese, European and/or international rules and regulations applicable to the Seller's activity, as well as to the goods and/or services to deliver under the Purchase Order, including, but not limited to, technical, tax, administrative, labor, corporate, customs and environmental rules and regulations; **b)** that in the execution of the Purchase Order the Seller will comply with all regulations and instructions received from the Buyer, including but not limited to its safety, health and environment's certification systems; **c)** that the execution of the Purchase Order will not, in any way, infringe its by-laws, as well as any decisions rendered by its corporate bodies and/or any internal rule and/or regulations; **d)** that the execution of the Purchase Order will not imply, in any way, the violation of third parties' rights, including but not limited to intellectual property rights; **e)** it has all authorizations, permits, licenses and/or approvals that, in accordance with the applicable Portuguese, European and/or international legislation, are necessary for the performance of its activity, as well for the execution of the Purchase Order; **f)** that the Purchase Order will be executed by experienced and highly qualified personnel, in accordance with the best practices of the industry.

**7.2.** On the date of delivery of the goods and/or services to the Buyer the Seller warrants that the goods and/or services at stake: **a)** are new and free of any defect; **b)** are free from any encumbrances, liens, charges, responsibilities, contingencies and/or any conflict, of any nature, notably regarding its title; **c)** comply with the technical specifications, quantities, quality standards, descriptions, characteristics, drawings, projects, samples and any other condition, rule and/or requirement established in the Purchase Order and/or indicated by the Buyer; **d)** are in full compliance with all the applicable Portuguese, European and/or international rules and regulations; **e)** are fit for the purpose and use for which they were purchased by the Buyer, irrespective of such fit and use being explicitly or implicitly disclosed by the Buyer to the Seller.

**7.3.** The Seller shall be responsible for all damages arising from or in connection with the breach of the representations and warranties set forth in Clauses 7.1. and 7.2. above.

**7.4.** The Seller shall be responsible for all damages caused by it, its employees, workers and/or subcontractors to the Buyer or, when applicable, to the final client, including but not limited to the damages resulting from the total or partial breach of the Purchase Order, the defective compliance of the Purchase Order or the late delivery of the goods and/or services to be provided under the Purchase Order, as well as for any claims, liabilities, actions, demands, damages, losses, costs and expenses, of any kind and nature, arising from, in connection with or related, in any way, to the execution of the Purchase Order.

**8. ACCEPTANCE**

**8.1.** The Seller shall be responsible for the quality of the goods and/or services to provide under the Purchase Order.

**8.2.** All goods and/or services to be provided under the Purchase Order are subject to Buyer's previous inspection and approval. The Buyer may not accept the goods and/or services delivered by the Seller that are defective and/or not, totally or in part, in accordance with the technical specifications, quantities, quality standards, descriptions, characteristics, drawings, projects, samples and/or any other condition, rule and/or requirement established in the Purchase Order and/or indicated by the Buyer to the Seller.

**8.3.** In case of rejection of the goods and/or services, as per Clause 8.2. above, the Buyer may: (i) terminate the Purchase Order, without prejudice of its right to claim compensation from the Seller for all damages arising from such termination; or (ii) claim from the Seller the repair and/or replacement of the goods and/or services at stake, at the Seller's expenses, under the terms and conditions determined by the Buyer. In any case, the recall of any goods and/or services shall be made at the Seller's expenses.

**8.4.** Within the scope of the supply of goods and/or services under the Purchase Order, the Buyer may carry out inspections to the materials and/or manufacturing processes and/or erection processes of the goods to provide (when applicable), in order to confirm if they are in accordance with the Purchase Order. For such purpose, the Seller shall provide to the Buyer and/or to its representatives full access to its premises. The actions performed by the Buyer under this Clause 8.4. do not exempt nor limit Seller's liabilities for the goods and/or services provided, as per these General Terms of Purchase.

**8.5.** If, within the scope of the actions carried out under Clause 8.4. the Buyer verifies that the goods and/or services are not in accordance with the Purchase Order, the Buyer may require to the Seller the immediate repair and/or replacement of the goods and/or services. The Seller shall perform the repair and/or replacement within 15 (fifteen) calendar days after the confirmation of the nonconformity by the Buyer.

**8.6.** In case the Seller fails to repair or replace the goods and/or services within the term established by the Buyer for such purpose, the Buyer may (i) reject, all or part, of the goods and/or services, provided and is entitled to terminate, totally or partially, the Purchase Order; or (ii) to claim from the Seller the repair and/or replacement of the goods and/or services at stake, at the Seller's expenses, under the terms and conditions determined by the Buyer; or (iii) to require a price reduction and to hold the Seller liable for all the damages caused.

**8.7.** The Buyer shall communicate to the Seller the rejection of the goods and/or services within 15 (fifteen) calendar days after its delivery on the destination established in the Purchase Order, without prejudice of Clauses 8.4. and 8.5 above and of the right of the Buyer to reject the goods and/or services upon its delivery by the Seller if it is obvious that the goods and/or services at stake are defective or are not in accordance with the Purchase Order.

**8.8.** The rules set forth in this Clause 8 are without prejudice of the Seller's obligations of warranty of the goods and/or services, as per Clause 9 below.

**9. VENDORS ACCEPTANCE CRITERIA**

As part of the supply of an Purchase Order, the supply will be evaluated through the QHSE, SERVICE LEVEL and DEADLINES indicators.

**9.1. Q/HSE**

- Quality / Health, Safety and Environment
- Compliance with product/service technical requirements.
- Compliance with Proman Portugal and legal requirements.
- Provision of technical documentation (certificates, declarations of conformity, etc.).
- HSE organization and performance/good practices.
- Technical response to problems and deviations.
- Influence on Proman Portugal incidents statistics.
- Subcontractors:
  - Assesses the quality of performed works: technical characteristics, attention to details, if it has performed inspections/communicated the respective results, if it has handed over the adequate documents, etc.
  - Assess the compliance of HSE procedure and rules, including the issuing on the timely presentation of the respective documentation, personnel training and intervention of any of its HSE Coordinator/Officer.

**9.2. Service**

- Compliance with commercial contractual conditions.
- Supplier availability and responsiveness.
- Dealing with complaints.
- Subcontractors:

- Assesses if the works been executed according to the established contractually: type of contract, technical characteristics, means, etc.
- 9.3. Deadlines**
- Compliance with agreed deadlines.
  - Timely response to changes/modifications.
  - Subcontractors:
    - Assesses the subcontractor performance in regard to the schedule/deadline: if it has complied with the schedule, if it had a plan of works, if it was proactive in the resolution of questions caused by third parties, etc.
- 10. WARRANTY**
- 10.1.** Unless otherwise agreed or established in the Purchase Order or, when applicable, in the PTP or in the Contract, the warranty period of the goods and/or services provided by the Seller is of 2 (two) years from the date of acceptance by the Buyer, under the terms and conditions set forth in these General Terms of Purchase (hereinafter "Warranty Period").
- 10.2.** The Seller shall repair, at its own expenses, all defects that are detected on the goods and/or services until the term of the Warranty Period, including but not limited to any anomaly, fail, error, damage and/or nonconformity between the goods and/or services provided by the Seller and the Purchase Order or, when applicable the PTP or the Contract.
- 10.3.** In case the defects detected are not repairable, the Buyer may request to the Seller the replacement of the goods and/or services at stake, if such replacement is possible, free of any additional costs for the Buyer.
- 10.4.** Unless otherwise agreed in the PTP or in the Contract, the Seller shall perform the repair and/or replacement of the goods and/or services within 15 (fifteen) calendar days after the notice addressed by the Buyer to the Seller for such purpose.
- 10.5.** The repair or replacement of the goods and/or services under the terms of this Clause 9 determines the beginning of a new Warranty Period regarding the repaired and/or replaced goods and/or services.
- 10.6.** In case the Seller fails to repair or replace the goods and/or services within the term established by the Buyer for such purpose, the Buyer may reject the goods and/or services, provided and is entitled to terminate the Purchase Order, to require a price reduction and to hold the Seller liable for all the damages caused.
- 10.7.** In urgent cases, the Buyer may, at Seller's risk and expenses, perform the necessary repair or replacement, without prejudice of any of its further rights. If the Buyer performs the repair or replacement, the Seller's warranty obligations remain unaffected, except if the defects further detected on the goods and/or services are attributable to the repair or replacement's works performed by the Buyer.
- 10.8.** The Seller shall fully indemnify and hold the Buyer harmless and/or, when applicable, its final client, from and against all claims, liabilities, actions, demands, damages, costs and expenses of any kind and nature arising from, in connection with or related in any way to any breach of any of the warranties made by the Seller in connection with the goods and/or services to be provided under the Purchase Order.
- 11. FORCE MAJEURE**
- 11.1.** Force majeure events (hereinafter "Force Majeure") shall be the events for which occurrence the Parties have not, in any way, contributed, as well as any natural facts or unpredictable or inevitable situations, which effects are independent from the will or personal circumstances of the Parties, or any other events or occurrences that affect the compliance with the obligations arising from the Purchase Order, these General Terms of Purchase or, when applicable, from the PTP or from the Contract, including, but not limited to, acts of war, subversion, insurrection, hostilities or invasion, tumult, rebellions or terrorism, nuclear explosions, radioactive or chemical contamination, cataclysm, epidemics, cyclones, earthquakes, fire, lightening, floods and strikes.
- 11.2.** The Seller shall immediately inform the Buyer of the occurrence of an event of Force Majeure that is likely to affect the execution of the Purchase Order in a full and timely manner.
- 11.3.** In case of Force Majeure the Buyer may terminate or modify the Purchase Order and the Seller shall not be entitled to claim from the Buyer any compensation, indemnity and/or liability arising from or in connection with the termination or modification of the Purchase Order.
- 12. INVOICING AND PAYMENT**
- 12.1.** The invoices shall be delivered, in duplicate, to the Buyer after the delivery of the goods and/or services by the Seller.
- 12.2.** Unless otherwise agreed, in writing, by the Parties, the payment term shall be 60 (sixty) days after the receipt of the correspondent invoice. Any payment is subject to the analysis and verification of the correspondent invoices by the Buyer.
- 12.3.** Any payments to the Seller are subject to the full compliance, by the Seller, of the obligations set forth in the Purchase Order or, when applicable, in the PTP or in the Contract, including the obligation of providing the documentation referred to in Clause 5.4. above.
- 12.4.** In case a claim is brought against the Buyer and/or a penalty and/or fine is applied to the Buyer, of whatever nature, arising from or in connection with the supply of goods and/or services under a Purchase Order, the Buyer may retain any payments due to the Seller until: **(i)** the Seller assumes integrally the claims and/or the penalties and/or fines at stake; **(ii)** the process is concluded without any liability or consequence to the Buyer; or **(iii)** the Seller has complied with all its obligations arising from the Purchase Order or, when applicable, from the PTP or from the Contract.
- 12.5.** The payments made by the Buyer under a Purchase Order shall not be considered as a waiver from the Buyer to any of its rights over the Seller.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1.** The Seller shall fully indemnify the Buyer and/or, when applicable, its final client, from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses in respect to any infringement of any intellectual property right related to the use, possession and/or sale of goods and/or services provided under the Purchase Order. The Seller shall, at its own costs and expenses, defend or settle all such claims or actions or proceedings brought against the Buyer and/or its final client.
- 13.2.** The Seller shall comply with all obligations connected to the use (direct or indirect) of know-how, patents, copyright, trademarks, registered designs and/or models or other related to the goods and/or services provided under the Purchase Order, including, but not limited to the obligations of obtaining, before the respective holders, the necessary authorizations and/or approvals, as well as the obligations of payment of the correspondent charges. The Seller shall be the responsible, notably, in case of claim and or judicial and/or administrative proceedings arising from the breach or alleged breach of such obligations.
- 14. DOCUMENTATION AND CONFIDENTIALITY**
- 14.1.** Any material provided by the Buyer to the Seller for purposes of analysis and execution of the Purchase Order, notably drawings, projects, molds, samples and tools shall remain on the Buyer's property. Upon Buyer's request, the Seller shall return such material to the Buyer, in the same conditions they had on the date they were provided by the Buyer to the Seller.
- 14.2.** In case of loss or damage of the material referred to in Clause 13.1. above, the Seller shall replace or repair the material at stake, assuming the respective costs, and shall fully indemnify the Buyer from any damages arising from or in connection with the loss or damage of such material.
- 14.3.** The Seller shall not use the information and/or documentation provided by the Buyer for any other purpose than the supply of goods and/or services under the Purchase Order.
- 14.4.** The Seller shall not copy the information and/or documentation referred to above except if such copy is deemed as necessary for the execution of the Purchase Order. Upon request of the Buyer, the Seller shall return all copies, irrespective of their support.
- 14.5.** The Seller shall not disclose to any third parties, even if verbally, the content of the information and/or documentation provided by the Buyer. This confidentiality obligation shall persist after the full compliance or termination, for whatever reason, of the Purchase Order.
- 14.6.** The Seller shall be responsible for all damages arising from or in connection with the breach of the obligations set forth on this Clause 13.
- 14.7.** The documents, projects, final designs, drawings, software, studies, reports or any other elements produced by the Seller for the purpose of the execution of the Purchase Order, as well as the correspondent intellectual property rights, shall be Buyer's property and may be freely modified by the Buyer.
- 15. INSURANCE**
- 15.1.** The Seller shall be responsible for enter into and maintain in full force and effect all the insurances that are required and necessary for the execution of the Purchase Order.
- 15.2.** Upon Buyer's request, the Seller shall deliver to the Buyer the documents evidencing that the insurances referred to in Clause 14.1. above were entered into and are in force.
- 16. BUYER'S POLICY**
- 16.1.** The Seller acknowledges and accepts the content of the integrated management policy ([Policy](#)) and undertakes to execute the Purchase Order in full compliance with the rules and principles established therein.
- 17. TERMINATION/SUSPENSION**
- 17.1.** Without prejudice of any other legal and/or contractual rights, the Buyer shall be entitled to terminate, totally or partially, the Purchase Order in the following situations: **a)** If the goods and/or services provided under the Purchase Order are not in accordance with the terms and conditions established in the Purchase Order or, when applicable, in the PTP or in the Contract; **b)** If the goods

and/or services provided under the Purchase Order are not in accordance with the applicable Portuguese, European and/or international rules and regulations; **c)** If the Seller fails to deliver the goods and/or services on the dates established on the Purchase Order, without a justified ground duly accepted by the Buyer; **d)** If there are founded suspicions regarding the rights of the Seller over the goods and/or services, and, notably, over its patents, copyright, trademarks, registered designs and/or models or other intellectual property rights; **e)** If the Seller fails to comply with the obligations arising from the Purchase Order or, when applicable, from the PTP or from the Contract; **f)** If the Seller breaches the representations and warranties set forth in these General Terms of Purchase; **g)** If the Seller's insolvency is required or declared; **h)** If there is a change in the ownership of the Seller's shares which, in the reasonable opinion of the Buyer, adversely affects the position, rights and interests of the Buyer; **i)** If the financial position of the Seller suffers a modification that, in the reasonable opinion of the Buyer, adversely affects Seller's ability to execute, in a full and timely manner, the Purchase Order; **j)** Any situation established in the applicable law.

**17.2.** The termination shall be communicated by the Buyer to the Seller by written communication sent by register mail with confirmation of receipt and shall produce effects on the day immediately after its receipt by the Seller.

**17.3.** In case the termination of the Purchase Order is partial, the Buyer shall only be responsible for the payment of the goods and/or services already delivered by the Seller and accepted by the Buyer and the Seller shall have no right to claim from the Buyer any compensation for any damages eventually resulting therefrom.

**17.4.** After the communication of termination, the Seller shall return to the Buyer all documentation and/or information referred to in Clause 13 above.

**17.5.** The Buyer shall be entitled to claim compensation from the Seller for all damages arising from or in connection with the termination, total or partial, of the Purchase Order.

**17.6.** The Buyer may, at any time, require the suspension of the Purchase Order. The reimbursement of the costs incurred by the Seller with the execution of the Purchase Order until the suspension requested by the Buyer shall be made under the terms and conditions set forth in the PTP or in the Contract, when applicable.

**18. SEVERABILITY**

In the event individual stipulations of these General Terms of Purchase are or become invalid in whole or in part, this shall not affect the validity of the other stipulations. The invalid stipulations shall be replaced by new stipulations that shall be in accordance with the applicable legislation, within the spirit of these General Terms of Purchase.

**19. NO WAIVER**

If the Buyer chooses not to enforce its rights under the applicable law, the Purchase Order, these General Terms of Purchase or, when applicable, the PTP or the Contract, such fact shall not be considered as a waiver to such rights nor imply the forfeiture of the same, which shall remain valid and effective.

**20. APPLICABLE LAW AND JURISDICTION**

These General Terms of Purchase are governed by and construed in accordance with the Portuguese law. Any question related to the interpretation, application, validity, execution, compliance and term shall be exclusively judged on the Judicial Court of Lisbon.