



# General Conditions of Sale

## Head Office:

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## I - Information

1. The purchase of goods and services from ADA implies acceptance by the customer of the general conditions of use and sale detailed in the following paragraphs.
2. The set of rules and procedures presented is intended to frame the rights and duties of the relationship between the customer and ADA, respecting the law in force.
3. The clauses of these General Sales Terms prevail over any other that might be present in any other private document/establish contract between both parties.
4. The sales conditions shall apply whether the order was placed in person, by e-mail, telephone, fax or post. The present conditions even prevail over the customer's conditions.
5. Orders are thus governed by the general terms of sale in use and therefore in force on the date of order.
6. The customer is liable for any cost, expense, loss or damage, regardless of its nature, due to non-compliance with the general terms and conditions of sale.
7. The existing relationship between the parties did not constitute any kind of commercial representation or agency. Therefore, no indemnity or compensation can be claimed on that basis whatsoever in the event that either party terminates the existing business relationship.

## II - Orders

1. Orders shall be placed in writing, clearly indicating the reference, quantity, price and desired delivery time.
2. In case the order is wrongly placed and/or does not comply with the requirements identified above, we will not accept returns or exchanges of material.
3. Orders are placed in person, post, e-mail or fax.
4. The order shall be considered contractually accepted by ADA upon confirmation to the customer by the means mentioned in point 2.
5. Whenever the client makes changes to the packaging, which includes the artwork, material/dimension of primary and/or secondary packaging, he will bear the costs associated with this process.
6. The established delivery times are merely indicative as they depend on the availability of stock and labour and ADA cannot be held liable for any damage or loss resulting therefrom.
7. In the case of products with specifications/customizations for the customer, the customer undertakes to purchase all existing stock in one of the following cases: more than 3 months have elapsed since the order was placed; the commercial relationship does not continue; the product is discontinued.
8. Any change to product specifications has to be approved by both parties.

## III- Sales Price

1. Products are invoiced according to the prices prevailing on the date of your order.
2. The prices of the products may be changed freely by ADA, without prior notice.
3. Prices are valid only for the delivery locations designated on the purchase order, and may be subject to change if the delivery location is changed.
4. The prices of the products are indicated by their net value, on which the Value Added Tax (VAT) in force on the date that the sale is charged.
5. Bank charges related to the payment of the price are borne by the customer.
6. The price of the product does not include shipping costs.
7. If the price agreed with the customer includes transport (which must be individually agreed), ADA reserves the right to charge the fuel rate in force on the date of shipment.

## IV - Payment Conditions

1. Payment of the invoice shall be made within the time limit set by ADA from the date of issue of the invoice.
2. Payment shall be made by cash, ATM, bank check, bank transfer order to the account with the IBAN indicated on the invoice.
3. Payment by check shall only be considered to have been made after proper collection of the same.
4. If the customer does not have a credit limit assigned, payment will be made on time, before the goods are shipped.
5. The lack of payment of the amount stated in the invoice gives ADA the right to suspend, with immediate effect, the delivery of products to the customer. The suspension shall continue as long as the non-compliance remains. In this case, the customer shall bear the payment of default interest at the applicable rate.
7. The responsibility for the risk in relation to the goods purchased runs on behalf of the customer from the time of delivery.
8. All sales are made with reservation of ownership of the goods sold until actual and full payment of the price.

## V - Complaints

1. Products sold shall be considered delivered when unloaded by the customer at his facilities or location indicated by him.
2. Products corresponding to an order shall be subject to a single act of delivery to the customer, except when the customer has specifically requested parcel deliveries of the order and this request has been accepted by Ada Group.
3. If the transportation of the goods is at the expense of the customer, the risks inherent to the same shall be the customer's responsibility.

4. The customer shall, upon reception of his order, check it for lack of products or visible damage to the packaging. If there are differences between the quantity delivered and the quantity indicated on the delivery notes and/or visible damage to the goods, this must be communicated upon delivery and confirmed by the signature of the carrier on the delivery note. Failing to do so, the complaint will not be accepted.
5. Complaint requests must be transmitted to ADA using the usual methods, and the form Mod.028.DQ.0, duly completed, must be attached. ADA reserves the right not to accept the complaint if the form is not sent.
6. Complaints concerning the quality of the products must be submitted in writing within 10 days after the problem has been detected, but never after the product's expiry date.
7. If the complaint is not accepted by ADA, and the product is already, the customer must collect it.
8. Complaints are closed after a response to the customer. A complaint is also considered closed if there is no response from the customer within 3 weeks.
9. Any complaint shall require the prior agreement of ADA, without which the complaint will be refused and the products sent back to the client.
10. ADA does not accept claims for products with an expired shelf life.
11. If the reason for the complaint is imputable to the customer, he shall be subject to a handling fee of 15% of the invoice value and the goods shall be shipped at the customer's expense.
12. Complaints originated by reason imputable to ADA, will be regularized, not being subject to handling fees or postage paid.

## VI - Returns

1. All returns require the prior agreement of ADA, without which the goods will be refused and returned to the customer. If the products are already on our facilities, the customer must proceed to their collection.
2. Return requests must be transmitted to ADA using the usual methods, and the form Mod.028.DQ.0, duly completed, must be attached. ADA reserves the right not to accept the return if the form is not sent.
3. In any case, the return will only be accepted if the goods are in perfect state of preservation and packed in the unbroken original packaging.
4. ADA does not accept the return of products with an expired date.
5. Being the reason for the return imputable to the customer, he shall be subject to a handling fee of 15% of the invoice value, and the goods should be shipped at the customer expense.
6. Returns originated by reason imputable to ADA will be regularized, not being subject to handling fees or postage paid.

## VII- Period of validity, security and certificates

1. ADA guarantees that the products will, on the date of delivery, have a minimum of six months of available use.
2. CE Certificates, EC Declarations of Conformity and ISO Certificates are available at the company's premises for consultation.
3. All audits requested by the customer (as part of the subcontract) are subject to 3 months' notice and will have a cost which is available in the annex, and are restricted to the manufacturing process, the specific product purchased by the customer, as well as the quality management system. All documents that may jeopardise the industrial intellectual property of the ADA Group may be reserved.
4. Regardless of the document requested, all these shall be subject to the obligation of secrecy and confidentiality.

## VIII- Surveillance and Traceability

1. Under the current legislation, the client agrees to notify ADA of any claim, risk or incident related to the articles after they have been placed on the market.
2. The customer agrees to comply his obligations imposed by the legislation in force, in particular by maintaining a system that allows the traceability of products placed on the market.

## IX - Data protection

1. ADA, S.A. complies with Regulation (EU) 2016/679 of 27/04/2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

## X - Disputes

1. Contracts concluded shall be governed in all circumstances by Portuguese law.
2. It is recognized by both parties that in case of dispute the competent court for the respective lawsuit is the District of Porto Este.

By sending you the first order, we consider that you have understood and accepted these general conditions of sale, as well as the attached price list.