



General Purchase Conditions

Head Office:

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1. General Conditions

1.1 These General Conditions shall apply to all purchases of products made by the entire ADA GROUP (hereinafter "ADA"), as well as by any entities belonging to its corporate group.

1.2 The Supplier or counterparty in any contractual procurement relationship that may be established with ADA, in which ADA acts as the buyer, expressly accepts these General Terms and Conditions in their entirety and without reservation from the moment he accepts the respective order or otherwise obtains the agreement for the commercial transaction.

1.3 By accepting the order, purchase order or reaching an agreement to conduct a business transaction with ADA, the Supplier expressly declares to have read and understood these General Terms and Conditions in good time, and furthermore waives the application of its own General Terms and Conditions of Sale, if any, in all matters that are not in accordance with these General Terms and Conditions.

1.4 The Supplier undertakes to inform ADA of any changes in functionalities, characteristics, materials or manufacturing methods in the products included in the order placed by ADA, in which case the Supplier shall propose alternative solutions that satisfy ADA's interests, failing which ADA may reject the order and hold the Supplier liable for all losses and damages incurred.

2. Orders

2.1 The orders of products to be acquired by ADA will be made through the respective Purchase Order, which will specify the type of products, quantities to be supplied and other specific conditions applicable to the particular situation.

2.2 The Supplier's acceptance must occur within a maximum period of 5 days after ADA sends the respective Purchase Order.

2.3 Within the period indicated in the previous paragraph, the Supplier shall also indicate any reservations or unavailability in the satisfaction of the Order, presenting, whenever possible, alternatives to its realization. Under these circumstances, ADA reserves the right to revoke or change the Order or Purchase Order with the new applicable conditions, if it deems it necessary.

2.4 The supply shall be carried out scrupulously in accordance with the terms stipulated in the Order or Purchase Order and within the period set forth therein. If it is not possible to comply with the deadline foreseen in the Purchase Order, the supplier shall notify ADA in due time so that ADA may act accordingly.

2.5 Notwithstanding the provisions of the previous paragraph, ADA may suspend the delivery of products which have not yet been dispatched in whole or in part. In this case, the Supplier undertakes to store the goods for a reasonable period of time free of charge until ADA has requested their dispatch.

2.6 The products supplied must be correctly packaged and conditioned, and, unless otherwise indicated in the Purchase Order, the Supplier is responsible for the transport and delivery of the order to the ADA premises or other location indicated by the latter, the Supplier being responsible for all risks of loss, theft or robbery and damage of the goods transported, until effective delivery to ADA.

2.7 Supplier shall be responsible for obtaining any required export authorization, approval or license in respect of the products listed on each Order or Purchase Order, unless otherwise stated in the Purchase Order, or other written communication.

3. Warranty of Supply

3.1 The Supplier shall guarantee the availability of products suitable for the full satisfaction of ADA's Order or Purchase Order, in particular the existence of stock of the raw material to be supplied during the period required for the production to satisfy the order.

3.2 In the case of continuous supplies, ADA will send to the Supplier a forecast of the expected quantity of products to be ordered, in which case the Supplier undertakes to guarantee the existence of stock of the raw material for supply during an uninterrupted period not less than such forecast.

3.3 Without prejudice to any other warranties stated or arising under this Contract, the Supplier warrants that:

(a) the Products, including all packaging necessary for their transport, will be in accordance with the specifications of the Purchase Order, will be suitable for the purposes of normal use and, further, for the purposes expressly communicated by ADA to the Supplier, and shall correspond to the quantity and quality requested, free from defects and in accordance with the conditions in force in the country of final destination;

b) the products supplied are in conformity with any legal requirements in force in any country or countries where the products will be produced and, further, where they will be used or marketed;

c) The products supplied have the exact characteristics of the technical documentation associated with them and made available to ADA, corresponding in full to the prototypes of the same, if applicable;

d) The Supplier will deliver to ADA all certificates, reports and any other documents relating to the supplied products as required by any of the countries involved in the respective order, be it ADA's country or any other countries where the products are produced or are to be used, manufactured or sold.

3.4 The Supplier undertakes to comply with all legal regulations applicable to the manufacturing process of the ordered products, as well as to respect all quality standards that may be indicated by ADA in the relevant Purchase Order.

3.5 Without prejudice to the provisions of paragraph 3.5 d), the Supplier shall also deliver to ADA, when fulfilling the order, all ancillary documentation requested by the latter.

4. Intellectual and Industrial Property Rights

4.1 The Supplier guarantees that the fulfilment of orders contained in the ADA's Purchase Order will not lead to the violation of any third party's intellectual or industrial property rights.

4.2 The Supplier undertakes to indemnify ADA for all losses or costs arising out of any action or proceeding arising out of the possession, use or sale of the products supplied in breach of the rights indicated in the previous paragraph, including all expenses arising out of such actions and lawyers' fees.

5. Complaints

5.1 ADA may at any time revoke the Order or Purchase Order in whole or in part, without the Supplier being entitled to any damages or compensation, if it finds that the delivery does not comply with the agreed terms, in the event of a serious breach of these General Terms and Conditions or of the terms of the Order or Purchase Order, or in the event of an unjustified delay in delivery.

5.2 ADA shall also be entitled to report any type of defects in the products in the products received.

5.3 Upon submission of the claim indicated in the preceding paragraph, the Supplier undertakes to proceed as quickly as possible to provide justifiable causes for the defects reported, and to replace the defective products as soon as possible at its own expense. As well as replace defective products in the shortest possible time, or to carry out corrective action agreed between agreed upon by the parties, at their own expense.

6. Penalties for non-compliance

In case of delay in delivery of an order, existence of missing products, or arrival of products that do not conform to the contracted conditions, the parties will do their best efforts towards an amicable settlement of the dispute. Should this not be possible, ADA reserves the right to take legal action, under the applicable law.

7. Prices and Payment

7.1 The price applicable to each supply, as agreed between ADA and the Supplier shall be fixed and non-revisable, for the entire order or, in the case of continuous supplies, for the entire duration of that supply, irrespective of fluctuations in the cost of raw materials, or any other factors that may increase the production costs thereof, the Supplier waiving the possibility to invoke a material change of circumstances in the event of an increase in the cost of raw materials as a justifiable reason for increasing the price to be paid by ADA. If ADA has a purchase forecast, the Supplier shall purchase sufficient stock to meet that forecast in order to avoid fluctuations in manufacturing costs.

7.2 The price of the supplied products includes all costs, charges and expenses for which ADA is not expressly responsible, as well as any charges resulting from the use of trademarks, patents or licenses and other industrial property rights.

7.3 The price due by ADA to the Supplier may be paid by bank transfer to the account indicated by the Supplier within 90 days of the Supplier issuing the relevant invoice or within another period to be agreed with ADA.

8. Confidentiality

8.1 The Supplier undertakes to keep confidential all information of which it may become aware of and/or have access to in the course of fulfilling each order, whatever its nature and irrespective of the form of knowledge, and may not disclose, copy, reproduce or distribute any part of such information, nor make it available to any third party, without prior written consent from ADA (Confidential Information). This clause applies *ipsis-verbis* to ADA.

8.2 The Supplier undertakes to keep Confidential Information secure and properly protected against theft, damage, loss and unauthorised access (including electronic access) and shall notify ADA immediately if it becomes aware of any information that has been (or is likely to be) disclosed or improperly obtained by a third party and shall take such steps as are reasonably necessary to mitigate any adverse effect of such disclosure. This clause shall apply *ipsis-verbis* to ADA.

8.3 The confidentiality obligations set out herein shall survive even after the termination of the relationship between the Supplier and the ADA.

9. Insurance, Liability

9.1 The Supplier guarantees to have contracted the insurance legally mandatory for its activity, as well as to have adopted other instruments of risk transfer to third parties, appropriate to the satisfaction of the supply contained in the Purchase Order.

9.2 Supplier declares to comply with all applicable health and safety standards, as well as best practices with regard to working conditions, environmental standards and principles of fighting money laundering and financing of terrorism.

10. Subcontracting, Assignment

10.1 The Supplier may not subcontract all or part of the execution of the order contained in the Order or Purchase Order, unless expressly and previously authorized in writing by ADA.

10.2 Notwithstanding the provisions of the preceding paragraph, if ADA accepts subcontracting, the Supplier shall remain fully liable for all acts and omissions of its subcontractors, being jointly and severally liable with them for any non-compliance attributable to them.



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10.3 Without prejudice to the legal provisions regarding the assignment of claims, Supplier may not assign any of its rights or obligations arising from these General Conditions, Order or Purchase Order.

11. Audits

11.1 ADA may conduct supplier audits as it deems necessary. These audits can be made by ADA, notified party or competent authority.

12. Environmental commitment

12.1 The supplier has knowledge and awareness of all legal requirements applicable to its activity, complying with them, focusing on environmental aspects, safety, health and hygiene aspects at work.

12.2 The supplier guarantees the correct packaging of the waste, as well as its correct forwarding to a licensed waste management operator.

12.3 The supplier provides safety data sheets for chemical products (if applicable);

12.4 Supplier has access and knowledge of all rules and regulations related to quality, environment and safety management system for the development of its work for Albino Dias de Andrade S.A. (if applicable).

13. Applicable Law and Competent Court

13.1 These General Terms and Conditions, Purchase Order or any other documents issued within the framework of the relationship established between ADA and the Supplier shall be governed by Portuguese law.

13.2 For the resolution of all disputes arising from the execution of the contracts indicated in the previous paragraph, the Judicial Court of the District of Porto Este

Date:

Signature and stamp: