

GENERAL PURCHASE CONDITIONS

VERSION 1.1 – 08-03-2016

SCOPE

1. These general purchase conditions of sale (hereinafter referred to as "GPC") shall apply to all products, accessories or services ("Goods") that are sold by the seller ("Supplier") to the customer ("Purchaser").
2. GPC, together with Purchaser specific conditions contained in its order confirmation ("Order") and only such other documents, as are specifically incorporated herein by reference, constitute the entire agreement between Purchaser and Supplier, and supersede, in their entirety, any other conflicting terms and conditions proposed by Supplier and any oral or written communications that are not expressly incorporated herein. In the case that the Supplier receives an Order without Order Confirmation the GPC are considered to be part of the agreement if the Supplier already has supplied material to the Purchaser.
3. Any exception or modification to the GPC, which take the form of a Specific Conditions will only, be valid if made in writing, accepted and signed by the legal representatives of the two parties.
4. Will void any conditions or specifications that the Supplier will enter into any kind of documentation that are conflicting with the provisions of the GPC or Order.
5. No additions to or variations from the terms hereof, whether set forth in Supplier offer or confirmation order or in any other documents, including shipping documents, shall be binding unless expressly agreed in writing by the Purchaser.
6. If any of GPC or part thereof shall be determined to be void, unenforceable or illegal in whole or contained in part, such determination shall not affect the validity of the other terms and conditions herein.
7. In case of conflict between the provisions in the Order and the wording of the present GPC the provisions in the Order shall prevail.

NO-DISCLOSURE

8. The Purchaser shall retain all industrial property rights to any of its projects, studies and documents, which may not be disclosed or exercised without its written permission. The patented and unpatented technology and know-how used in the products and services shall remain the exclusive property of the Purchaser, in addition to all the industrial and intellectual property rights related to the products and services. The Seller is merely granted a non-exclusive license to use the products.
9. The Supplier shall not disclose any information, equipment, models, plans, specifications, data, technical formulas or designs that it may acquire during the term of this contract and shall regard them as strictly confidential. The scope of the Supplier obligation under this clause also includes its employees. However, this clause shall not be applicable if the information disclosed is already in the public domain or if the Supplier was aware of it or obtained it from third parties by legitimate means. Likewise, the Purchaser shall regard any information he obtains during the performance of this contract as strictly confidential and may not disclose it to third parties either during the term of this agreement or after the termination thereof.

PRODUCT REQUIREMENTS

10. The technical standards, quality and safety requirements expressly specified in Order and GPC shall be applied in the deliveries as well as in the design (if applicable), manufacture, testing and inspection of the Goods to be supplied. Should the Order fail to specify applicable technical standards or quality requirements, the standards and requirements commonly used in the Purchaser branch of industry shall apply.
- 11.
12. The Supplier shall comply with Purchaser's Health, Safety (including both product safety, workplace safety and employee safety) and Environmental programs and requirements with respect to the Goods and legal obligation of the country where the service/Product will be done/delivered.
13. The scope of deliveries shall be deemed to include and the Supplier shall without any additional cost to the Purchaser, unless otherwise agreed in writing, deliver to the Purchaser, any technical documentation specified in the Order and legal obligation of the country where the service/Product will be done/delivered. Such technical documentation shall also include specified (or, if not specified, ordinary) training, operation, maintenance, data sheet, Health and Safety procedure and service manuals. If no language is specified by the Order the technical documentation material shall be delivered in Portuguese.
14. The Supplier shall be responsible to the Purchaser for any errors or defects in technical documentation delivered to the Purchaser as well as for any direct damage to the Purchaser caused by such errors or defects. In addition to the above liability for damages to the Purchaser, the Supplier shall, without delay and without cost to the Purchaser, correct and rectify any errors or defects in the delivered documentation.
15. The Purchaser presumes that the Supplier shall take a responsible attitude towards environmental protection. The Supplier shall comply with environmental legislation and other regulations. By accepting the Order the Supplier confirms his awareness of the Purchaser's Environmental Policy and furthermore confirms that his own operations shall not be in contradiction with these principles.
16. The Supplier guarantee that the product is suitable for technical applications required by the Purchaser, or to range, total or partial, of the objectives pursued by it when making the purchase.
17. The Purchaser will not accept any product of service that is a result of child labor. Also all products, services and the process that leads to its purchase shall be in compliance with our code of conduct and the Purchaser shall not accept any type of Bribery or Gift.

ACCEPTANCE TESTS

18. Acceptance or Assembly tests provided for in the Order shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the Order does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.
19. The Supplier shall notify the Purchaser in writing, with at least 2 days in advance for Portuguese supplier and 10 days for the rest of the world, of the Acceptance or Assembly tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Customer and shall be accepted as accurate.
20. If the Acceptance or Assembly tests show the Product not to be in accordance with the Order, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Order. New tests shall then be carried out at the Purchasers request, unless the deficiency is insignificant.
21. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchase shall, however, bear all travelling and living expenses for its representatives in connection with such tests.

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DELIVERY TIME AND TERMS AND CLAIMS

22. All Delivery Notes must have the following information: Order Confirmation number from the Purchaser, Date of delivery of Goods, Description of goods with at least the information stated in Confirmation Order from the Purchase, Number of articles delivered as per units stated in the Order Confirmation by the Purchaser. For products and services supplied from out of Portugal shall also have the following information: number of volumes delivered, weight, dimensions and Taric code.
23. The delivery times of the Goods are specified in the Order Confirmation or case-by-case in any written communication between the Purchaser and the Supplier. The last date to be communicated is the valid one.
24. The Supplier shall have an obligation to suspend his performance for a period of up to ninety (90) days upon a notice from the Purchaser. The Supplier shall take all reasonable steps to minimize costs during such suspension. The Supplier shall store the work in progress, raw materials and finished Goods inventory properly during the suspension. The Supplier shall keep the Purchaser fully informed of the status of the Goods and the contractual performance. The Supplier shall comply with the instructions given by the Purchaser. An equitable adjustment shall be made to the delivery time(s) and other contractual Clauses which have been affected by the suspension. The prices shall remain unaffected during the suspension. The Supplier shall have an obligation to commence work as instructed by the Purchaser whether or not the Parties have agreed upon the adjustment. The Purchaser's right to suspend shall not affect the Clauses regarding Termination.
25. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Order. If no trade term has been specifically agreed, the delivery shall be in DDP Metalgalva. If, in the case of delivery Free Carrier (FCA), the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass to the customer not later than when the Product is handed over to the first carrier.
26. The Purchaser has the right to change the terms of delivery, provided that he informs the Supplier in good time of the change of the delivery term. The prices will be increased or decreased accordingly.
27. Force majeure includes any circumstances that are beyond the Suppliers control and impede its normal functioning at the product manufacturing and shipping stage; In the case of events such as epidemics, wars, requisitions, government acts, seizures, fires, adverse weather conditions and natural disasters. If a third party fails to meet the obligations it has accepted in relation to the supplier or fails to meet such obligations in good time or in an appropriate fashion, this shall not be deemed to be force majeure effecting the supplier. Force Majeure shall cause the suspension of the obligations of the Purchaser and the Supplier under the Agreement for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extend without any penalty for an equal period. The Supplier shall notify the Purchaser of the occurrence of a case of force majeure explaining its reasons immediately by writing on the day on which it occurs, failing which which it shall loose th right to invoke the occurrence of force majeure.
28. If the Supplier anticipates that he will not be able to deliver the Product at the time of delivery, he shall forthwith notify the Purchaser thereof in writing with at least 5 working days's notice, stating the reason and, if possible, the time when delivery can be expected.
29. In the event of failure to meet the contractual delivery time, a 3% penalty may be applied for each full week of delay after the end of the second week, up to a maximum penalty of 12% of the value of the equipment delivered late.
30. In case of late delivery the Supplier, with proved cost's to the Purchaser (regarding extra costs to the Purchaser, Penalties Between the final customer and the Purchaser or loss of production), shall compensate the Purchaser in the same value.
31. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. The Supplier shall arrange for storage of the Product. If the request extends for more than 2 months the Supplier will be allowed to invoice the material after the 2 months but kipping the material in stock .
32. At the time of delivery the Purchaser must check the shipment and note in the shipping document any reservations and file any pertinent claims regarding packing and visual damages against the carrier and in writing inform the Supplier in 15 working days.
33. Goods may only be returned with written consent of the Supplier, in perfect condition and in their original packaging, at the expenses of the Purchaser or if the material doesn't comply with the Order in Terms of Quality, Quantity and Product.
34. The Supplier shall be deemed to have completed the deliveries when the Goods, including any technical documentation related thereto, specified by the Order of GPC have been fully delivered. The completion of the delivery as aforesaid or the making of any payment by the Purchaser attached to such completion shall not release the Supplier from any responsibilities regarding current and subsequent defects in the Goods.
35. Unless otherwise agreed in the Purchase Contract, the title to the Goods, or any part thereof, shall pass from the Supplier to the Purchaser upon deliveries in accordance with the term of delivery specified by the Order Confirmation. The risk of the Goods shall pass from the Supplier to the Purchaser in accordance with the term of delivery specified by the Order Confirmation and GPC.
36. Signature of the delivery note by the Purchaser shall only apply to the number of packages referred to in the delivery note. The Purchaser is not obligated to carry out acceptance checks. Acceptance of the products shall take place exclusively through the appropriation of the products without reservation. Any costs arising from delivery at the wrong address shall be solely borne by the Supplier, even if the products were delivered and the delivery note was signed off by the Purchaser.
37. Supplier shall mark every Good with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt.
38. The date of delivery for payment purposes will be considered when all points above are in order.
39. The Working Ours of the warehouse are the following;
 - 39.1. All Steel Products : from 8:00 to 12:00;
 - 39.2. All Other Products : from 8:00 to 16:30;

CLAIMS AND WARRANTY

40. Purchaser shall notify the Supplier of any defects in the Goods and the Supplier shall, upon receipt of such notification, without delay and without cost to the Purchaser, remedy such defects. Should the Supplier fail to remedy any defect in the Goods without delay or within a reasonable time period specified in the notification of the Purchaser, the Purchaser shall be entitled to remedy the defect at the cost of the Supplier or, if the defect is significant, to cancel the Purchaser Contract entirely or in part.
41. Any claims regarding the quality of the product can be made till the end of the warranty period. If no warranty is stated in the order or specification it shall be considered 3 years.
42. The Supplier shall bear the risk of damage after the communication.
43. Repair shall be carried out at the place where the Product is located unless the Purchaser deems it more appropriate that the Product is sent to the Supplier or a destination specified by him.
44. Defective parts which have been replaced shall be made available to the Purchaser and shall be its property.
45. Purchaser shall be entitled to deduct any amount of penalty due from any unpaid invoice.

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46. The Supplier bears the responsibility for ensuring that the Goods, or the use or transfer thereof, shall not infringe any immaterial rights (industrial property rights or intellectual property rights) of any third party (including, without limitation, any patent, trademark, industrial design, utility model, copyright or license right or trade secret). If claims based on infringement of immaterial rights are made by a third party against the Purchaser the Supplier shall be obligated to indemnify, defend and hold the Purchaser harmless against all damages, costs and expenses arising out of or in connection with such claim or infringement. The Purchaser shall, however, without undue delay notify the Supplier of any such claim and allow the Supplier to either independently plead or to intervene in the proceedings regarding such infringement claim.

PRICES AND TERMS OF PAYMENT AND INVOICES

47. The Purchaser shall pay the deliveries specified by the Order Confirmation in accordance with the terms of payment. Unless otherwise agreed in, the prices specified in the Order Confirmation shall be deemed to constitute the fixed prices, excluding any valueadded tax (VAT), payable by the Purchaser to the Supplier, and shall constitute full compensation for fulfillment by the Supplier of any and all contractual obligations relating to the deliveries of the Goods. The Supplier shall not be entitled to receive any additional compensation unless otherwise specified in the Order Confirmation or separately agreed in writing between the Parties.
48. Unless other terms of payment have been agreed upon in the Order Confirmation, the Purchaser shall pay the deliveries of the Goods against invoices within 120 days from the dates of completion of the deliveries in accordance with the Purchase Contract.
49. All invoices must have the following information: Order Confirmation number from the Purchaser, Date of delivery of Goods, Description of goods with at least the information stated in Confirmation Order from the Purchaser, TVA value, Number of articles delivered as per units stated in the Order Confirmation by the Purchaser, Unit Price and Total Price. For products and services supplied out or from out of Portugal shall also have the following information: weight, dimensions, Taric code and Country of Origin.
50. Preliminary offers and quotes, if no additional information is given, shall be valid for a period of 60 days.
51. Unless disputed by the Supplier within 1 working days of the Seller's order confirmation receipt, the terms and conditions set out in the Order Confirmation shall be deemed as accepted.
52. All requests for additional work or Order modification requests must be made in writing. Any change or modification to the contract will result in to an amendment to the Order Confirmation. If the changes result in extra cost to the Supplier the Purchaser will be responsible for it.
53. All information and data contained in the Supplier general product documentation and price lists shall be binding only to the extent that they are by reference in writing expressly included in the Order Confirmation.
54. The Purchaser evaluates the performance of the Supplier (Non Conformity Detected, Quantity and Delivery Dates) and communicates his grade, from 0 to 100 in the Order Confirmation. This grade will affect the selection of the Suppliers for new order.

TERMINATION

55. The Purchase may terminate the Contract of Order if the Supplier fails to meet with the following:
 - 55.1. If it is clear from the circumstances that there will be a delay in delivery which would entitle the Customer to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages or compensation for the difference in price from other supplier to get the same Service/Product
 - 55.2. If the Supplier is declared bankrupt, applies for the suspension of payments, is wound up or otherwise appears to be insolvent;
 - 55.3. If the force majeure remains in existence for longer than 1 month;
 - 55.4. If, in connection with the performance of the Order or in any other connection, the Supplier behaves in such a way that the Purchaser confidence in the relationship is totally disturbed or that the Purchaser cannot be reasonable expected to continue the relationship.
56. If the Order is terminated for case as mentioned above, the Purchaser shall not be obligated to provide compensation in any form.

DISPUTES AND APPLICABLE LAW

57. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
58. The Contract shall be governed by the substantive law of the Purchaser country.