

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

### 1. GENERAL DEFINITIONS

a) "SUPPLIER(S)" - all individuals or legal entities that supply Goods or services to **KONTROLSTART**; Only natural or legal persons who hold professional licenses/permits/authorizations or other documents deemed necessary for the supply of the Goods or services required, or who propose to do so, and who can demonstrate that they have no outstanding debts to the tax authorities or social security, are accepted as **SUPPLIERS** of **KONTROLSTART**. This includes Employees, Service Providers, and Subcontractors working for the awarded entity.

b) "REQUEST FOR QUOTATION AND/OR SERVICE PRESENTATION" - **KONTROLSTART**'s request to the **SUPPLIER** with the technical description (engineering, quality, quantity) of the desired Goods or services, delivery or execution deadline, and special execution conditions, if any, and/or the proposal to supply Goods or services or a quote.

c) "PURCHASE ORDER/AWARD" - the document in which **KONTROLSTART** informs the **SUPPLIER** of the acceptance of the proposal submitted and the award of the supply of the Goods or services, under the terms of the *General Purchase Conditions*, which may be followed or preceded by a bilateral contract.

### 2. SCOPE OF APPLICATION AND PRIORITY

2.1. These *General Purchase Conditions*, together with the *PURCHASE ORDER/AWARD*, the *Contract*, and/or the *Negotiation Protocol*, shall establish the binding terms for supplies, equipment purchases, installation, and services (hereinafter referred to as "Goods").

2.2. **KONTROLSTART** is not bound by the **SUPPLIER**'s *General Conditions* of sale and/or any terms or provisions that may appear in any proposal, quotation, price list, receipt, invoice, proforma invoice, estimate, order preparation or similar, from the **SUPPLIER**, and likewise, the **SUPPLIER**'s usual way of working, the way the **SUPPLIER** has acted in previous business dealings with **KONTROLSTART**, or the normal practices of the **SUPPLIER**'s business shall not apply to **KONTROLSTART**, nor shall they modify or prevail in any way over these *General Conditions of Purchase*.

2.3. All purchase orders placed by **KONTROLSTART** are governed by these **KONTROLSTART** *General Purchase Conditions*, available at [http://kontrolstart.com/Legal\\_Documents.html](http://kontrolstart.com/Legal_Documents.html). Any amendment, variation, condition, or addendum to these *General Purchase Conditions* shall be communicated in writing by **KONTROLSTART** to the **SUPPLIER**.

2.4. By submitting the *QUOTATION REQUEST AND/OR SERVICE PRESENTATION*, the **SUPPLIER** tacitly declares that it is aware of and accepts the technical conditions of engineering, quality, and quantity for supplying the proposed Goods and that it meets the requirements to be a **SUPPLIER** of **KONTROLSTART**.

2.5. The **SUPPLIER** submitting a proposal for supply, quotation, or provision of services is bound by it for the period defined by them or, in case of omission, until it is reviewed and decided in writing by **KONTROLSTART** or the respective *PURCHASE ORDER/AWARD* is issued.

2.6. **KONTROLSTART** is bound by the written *PURCHASE ORDER/AWARD* issued by its purchasing department, and no *PURCHASE ORDER/AWARD* made verbally, by telephone, or by any other means that has not been validated in writing shall be recognized or valid.

2.7. Any and all changes to the *PURCHASE ORDER/AWARD* issued by **KONTROLSTART** shall only be binding upon confirmation in writing. Any additional costs or changes to the delivery deadline resulting from changes to the *PURCHASE ORDER/AWARD* shall be negotiated with the **SUPPLIER**.

2.8. **KONTROLSTART** shall not pay any amount for the preparation, drafting, and presentation of a quote by the **SUPPLIER**.

2.9. The *REQUEST FOR QUOTATION AND/OR SERVICE PRESENTATION* by **KONTROLSTART** does not imply any obligation to purchase on its part.

2.10. By accepting the *PURCHASE ORDER/AWARD*, the **SUPPLIER** automatically:

2.10.1. Acknowledges that it has in its possession and is fully aware of all technical engineering information, quality, and quantity necessary for the execution of the *PURCHASE ORDER/AWARD*.

2.10.2. Acknowledges that it meets the conditions to be a **KONTROLSTART** **SUPPLIER** and will provide the guarantees required by **KONTROLSTART** in the *PURCHASE ORDER/AWARD* or in the conditions that may be defined in the contract.

2.10.3. Acknowledges that it has the capacity to fulfill the *PURCHASE ORDER/AWARD*.

2.10.4. Waives the right to apply its own *General Terms and Conditions of Sale*.

2.11. Any incompatibilities, doubts, errors, or omissions in the *PURCHASE ORDER/AWARD* must be questioned in writing to **KONTROLSTART** within five (5) days from the date of receipt of the *PURCHASE ORDER/AWARD*. The deadlines established and communicated shall not be affected by such incompatibilities, doubts, errors, or omissions.

2.12. Any proposed amendment to the *PURCHASE ORDER/AWARD* must be expressly approved by **KONTROLSTART** in writing.

2.13. The **SUPPLIER** undertakes to inform **KONTROLSTART** whenever it detects a deviation from the functionalities and characteristics provided for in the *PURCHASE ORDER/AWARD*, and shall, for this purpose, propose alternatives that satisfy it, with **KONTROLSTART** reserving the right to reject them.

2.14. Any changes to the production process, the origin and quality of the materials or equipment defined, or the execution deadlines defined in the *PURCHASE ORDER/AWARD* shall only be valid with the written approval of **KONTROLSTART**.

2.15. If the **SUPPLIER** fails to comply with the provisions of the previous paragraph, **KONTROLSTART** reserves the right to reject the Goods, and the **SUPPLIER** shall be subject to the penalties provided for in these *General Purchase Conditions*.

2.16. For all documents contained in the *PURCHASE ORDER/AWARD* submitted in a language other than Portuguese, it will be assumed that the **SUPPLIER** is capable of interpreting them, unless otherwise indicated in writing prior to Acceptance.

### 3. SUPPLIER'S OBLIGATIONS

3.1. The *PURCHASE ORDER/AWARD* shall be fulfilled by the **SUPPLIER** in strict compliance with:

a) the technical specifications indicated by **KONTROLSTART**; b) within the deadlines agreed between the Parties; c) under the established supply conditions, namely in terms of quantity and quality; d) in accordance with the provisions of the contract, if any, and/or other contractual documents; e) with respect for and in strict compliance with the technical rules defined and legal standards applicable to the Goods to be supplied; f) keeping them in good condition.

3.2. The **SUPPLIER** undertakes to immediately notify **KONTROLSTART** of any condition that may compromise the execution of the *PURCHASE ORDER/AWARD* under the agreed terms.

3.3. The *PURCHASE ORDER/AWARD* is considered to include all necessary accessories and activities (i.e., detailed engineering, technical information, transportation, unloading, and any testing of materials and equipment, among others) for its full compliance.

3.4. Whenever requested by **KONTROLSTART**, the **SUPPLIER** shall participate in person or be represented by a qualified and authorized person in meetings relating to the scope of its supply.

3.5. The **SUPPLIER** shall make available to **KONTROLSTART**, at no additional cost to the latter, all materials, documentation, or any other activities within the scope of its supply that may be necessary for the proper functioning, operation, and/or maintenance of the materials and equipment listed in the *PURCHASE ORDER/AWARD*, even if not mentioned or fully specified.

3.6. Whenever, within the scope of the *PURCHASE ORDER/AWARD*, the **SUPPLIER**'s activity conditions or is conditioned by third parties, the **SUPPLIER** undertakes to immediately notify **KONTROLSTART** of this fact, cooperating in order to overcome the resulting difficulties, with any additional costs or losses being the responsibility of the **SUPPLIER**.

3.7. The **SUPPLIER** is obliged to comply with and enforce, strictly and in full, all technical regulations, instructions, or other requirements indicated to it by **KONTROLSTART**, complying with the legislation applicable to the activity pursued and demonstrating that it is in possession of all authorizations, licenses, and/or approvals that, under the terms of the law and regulations, are applicable to it and are necessary for the pursuit of the contracted object, as well as for the fulfillment of the obligations arising from the *PURCHASE ORDER/AWARD*. In addition, the **SUPPLIER** also guarantees compliance with all general and specific safety standards, as well as all other service conditions in force at **KONTROLSTART** and which are communicated to it by **KONTROLSTART**.

3.8. The **SUPPLIER** shall be fully liable for any and all damages that may result from failure to comply with the agreed rules, conditions, and deadlines.

3.9. The **SUPPLIER** is responsible for obtaining any authorizations, approvals, or import/export licenses that may

be necessary to fulfill the supply obligations arising from the *PURCHASE ORDER/AWARD*.

3.10. The **SUPPLIER** undertakes to comply with and follow all definitions regarding the technical specifications of the equipment and materials expressed in the *PURCHASE ORDER/AWARD* (i.e., descriptive memory, manufacturing standards and industrial processes, assembly methods, testing, and operation thereof) and in the legally applicable rules and standards, and may not alter or perform them in any other way without the written approval of **KONTROLSTART**.

3.11. The transfer of risk of the object defined in the *PURCHASE ORDER/AWARD* takes place upon delivery of the Goods under the conditions and at the locations specified.

3.12. The international rules (*Incoterms* 2010) of the International Chamber of Commerce shall be used to interpret the contracted supply conditions.

3.13. The **SUPPLIER** is expressly prohibited, unless previously agreed in writing by **KONTROLSTART**, from: i) Assigning or transferring part or all of the object defined in the *PURCHASE ORDER/AWARD* to a third party without the prior and express authorization of **KONTROLSTART**; ii) Forming a company, consortium, or group of any kind for the execution of the *PURCHASE ORDER/AWARD*; iii) Subcontracting parts of the *PURCHASE ORDER/AWARD* that require its direct expertise and that have been awarded to the **SUPPLIER** due to its competence or experience in that field.

3.14. Given **KONTROLSTART**'s agreement for the **SUPPLIER** to subcontract part of the *PURCHASE ORDER/AWARD*, the **SUPPLIER** shall ensure the performance of the supplies entrusted to its subcontractors and shall be solely responsible to **KONTROLSTART** for the proper execution of the *PURCHASE ORDER/AWARD*.

3.15. **KONTROLSTART** reserves the right to refuse any entity presented by the **SUPPLIER** in the list of its subcontractors, without the need for justification.

3.16. The **SUPPLIER** is obliged to immediately inform **KONTROLSTART** in writing if its financial situation, or that of one of its subcontractors, deteriorates to such an extent that insolvency proceedings are filed or there is a threat of such proceedings.

3.17. The **SUPPLIER** is obliged to notify **KONTROLSTART** in writing if the majority of its shareholder/partner structure changes.

3.18. The **SUPPLIER** undertakes not to offer, directly or indirectly, any contractual services to **KONTROLSTART**'s end customer or other competing companies involved in the project in question, during the execution of the project and for up to one year after its completion, under penalty of a fine, which is hereby set at €100,000.00 plus any proven losses and damages, unless it can be proven that a prior contractual relationship already exists.

3.19. The **SUPPLIER** undertakes not to hire, in any way, employees or former employees of **KONTROLSTART** during the execution of the work and for up to one year after its completion, under penalty of being liable for the payment of compensation in the amount of €50,000.00.

### 4. ACCEPTANCE OF THE PURCHASE ORDER/AWARD

4.1. Acceptance of the *PURCHASE ORDER/AWARD* must be made by sending **KONTROLSTART** a copy duly signed by the **SUPPLIER**'s legal representative(s) in the corresponding space.

4.2. Delivery, even partial, of the Goods covered by this *PURCHASE ORDER/AWARD* shall be considered as acceptance thereof and of these *General Purchase Conditions*, even if such confirmation has not been sent to **KONTROLSTART**.

### 5. CONFIDENTIALITY

5.1. The **SUPPLIER** undertakes not to disclose to third parties and not to use, for its own benefit or that of third parties, any information made available or disclosed to it by **KONTROLSTART**.

5.2. The **SUPPLIER** undertakes to keep all documentation made available to it for the purpose of supplying the Goods ordered, in particular layouts, drawings, electrical diagrams, films, graphic arts, etc., in a secure location. Such documents shall be returned whenever requested by **KONTROLSTART** or destroyed at its request, upon written confirmation from the **SUPPLIER**.

5.3. The confidentiality obligation shall remain in force even after the termination or fulfillment of the *PURCHASE ORDER/AWARD*.

### 6. PRICE

6.1. The agreed prices are final and fixed and are not subject to revision or complaint by the **SUPPLIER**.

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6.2. The proposals submitted by the **SUPPLIER** must indicate the price in Euros, broken down into the VAT amount and/or any other legally required tax. If this description is omitted from the price, it is understood that the amount presented includes VAT at the legal rate.

6.3. The prices contained in the **SUPPLIER**'s Proposal include all costs and expenses that result from or are a consequence of the execution of the **PURCHASE ORDER/AWARD**.

6.4. The price of the **Goods** includes packaging, transportation, loading, unloading, and insurance of the **Goods** supplied and delivered to the location indicated by **KONTROLSTART** in the **PURCHASE ORDER/AWARD**.

6.5. All charges, fees, and taxes, obligations, licenses, import duties, customs duties, and any other costs related to the execution of the **PURCHASE ORDER/AWARD**, both in the country of origin and in the country of destination, are included in the price.

6.6. Similarly, in the case of any supplies relating to imported products and **Goods**, currency exchange contingencies and the payment of taxes and fees are considered, on the date of the **PURCHASE ORDER/AWARD**, to be covered by the price quoted, and **KONTROLSTART** shall not be liable for any price adjustments resulting from such variations.

### 7. PURCHASES AND/OR SERVICES TO NON-RESIDENTS

7.1. The **SUPPLIER**, who is not a resident of Portugal, is required to provide the following foreign trade data before delivering the **Goods**: i) Indication of the country of origin; ii) Identification and classification of **Goods** subject to export control; iii) Certificate issued by the Tax Authorities of the country of residence, in accordance with the requirements of both Portuguese legislation and any agreement to avoid double taxation.

7.2. Failure to deliver the aforementioned documents to **KONTROLSTART** will result in the automatic withholding of the applicable legal tax in force, in the amount of the invoice payable.

### 8. PACKAGING AND SHIPPING OF GOODS

8.1. The **SUPPLIER** undertakes to supply the **Goods** duly numbered for identification purposes for warranty purposes and to package and preserve them from any deterioration, in accordance with good storage practices, so that they are delivered to **KONTROLSTART** in good condition.

8.2. The **SUPPLIER** undertakes to indicate the **PURCHASE ORDER/AWARD** number on all documentation (delivery notes, invoices, dispatch notes, insurance documents, etc.) and in all related correspondence.

8.3. The **SUPPLIER** shall provide **KONTROLSTART**, if so requested, together with the equipment and materials supplied, with a detailed list of all items delivered, with information on the respective numbering mentioned in the previous paragraph.

8.4. **KONTROLSTART** reserves the right to postpone the shipment of part or all of the **Goods**. In this case, the **SUPPLIER** shall ensure their storage and protection at its facilities and shall be responsible for the **Goods** pending delivery, assuming the storage costs for a period of 30 (thirty) days from the specified delivery date.

8.5. The **SUPPLIER** shall not accept any charges for packaging, boxes, wrappings, or other storage and transport devices, unless specified in the **PURCHASE ORDER/AWARD** and/or Contract.

8.6. All risks of transportation and storage of the **Goods** shall be borne by the **SUPPLIER** until the moment of delivery at the indicated location, unless otherwise specified in the **PURCHASE ORDER/AWARD** and/or Contract.

8.7. **KONTROLSTART** will only accept the quantities or number of units actually requested. Quantities above or below those requested will only be allowed with written approval.

### 9. INSPECTION OF PRODUCTS AND SERVICES

9.1. All **Goods** and merchandise are subject to inspection and approval by **KONTROLSTART** and will be returned if they do not correspond, in whole or in part, to the specifications provided in the **PURCHASE ORDER/AWARD**, and the **SUPPLIER** shall be responsible, at its own expense, for replacing them, as well as for all expenses related to their return, repair, and replacement.

9.2. The **SUPPLIER** is responsible for the partial and overall quality of the materials and equipment supplied, which must be free from any defects. Before shipping them, the **SUPPLIER** must carry out tests in accordance with the specifications and send the certificates with the products or **Goods**

9.3. If the **SUPPLIER** has ISO certifications, acceptance of these conditions constitutes confirmation that the **SUPPLIER** has implemented all obligations arising from ISO certification. In addition, the **SUPPLIER** undertakes to immediately inform **KONTROLSTART** of any relevant facts related to these ISO certifications (renewal, cancellation).

9.4. If the **SUPPLIER** subcontracts services, which are subject to **KONTROLSTART**'s written acceptance, the **SUPPLIER** shall provide all data and information necessary for the provision of such services and shall be responsible for complying with the terms and conditions set out in the **PURCHASE ORDER/AWARD**.

9.5. In order to be able to carry out, within the scope of the supply, audits, inspections, or verification of materials and manufacturing processes in accordance with the specifications of the **PURCHASE ORDER/AWARD**, the **SUPPLIER** shall give **KONTROLSTART** representatives free access to its facilities, whenever it deems convenient, and **KONTROLSTART** may be accompanied by the Customer. **KONTROLSTART** shall have the right to reject any materials or manufacturing processes that do not comply with the established clauses. This inspection, or lack thereof, shall in no way diminish the **SUPPLIER**'s responsibility for the Provisional and Final Acceptance of the material.

9.6. In the event of any non-conformities within the scope of the **PURCHASE ORDER/AWARD**, all costs incurred in relation to travel, inspection, dismantling, identification of the occurrence, assembly, testing, and supervision within the scope of this **PURCHASE ORDER/AWARD** shall be borne by the **SUPPLIER**, plus the right to compensation to be determined in the **PURCHASE ORDER/AWARD**.

### 10. EVALUATION AND MONITORING OF SUPPLIERS AND SUBCONTRACTORS

10.1. **KONTROLSTART** ensures the continuous evaluation and monitoring of **SUPPLIERS** and subcontractors in order to guarantee the conformity of the **Goods** and services purchased and compliance with the applicable environmental requirements, in line with ISO 9001 and ISO 14001 standards.

10.2. The evaluation considers, in particular: i) non-conformities recorded in the scope of supply, in particular those resulting from customer complaints; ii) situations of supply of non-compliant or poor-quality materials, equipment, or services; iii) changes in commercial conditions considered relevant to the contractual relationship; iv) consequences of supply on the company's environmental performance.

10.3. Based on the assessment carried out, **KONTROLSTART** may implement corrective actions, reinforce monitoring, or reassess the continuity of the commercial relationship.

### 11. NON-COMFORMITIES

11.1. Non-conformities procedures will be initiated whenever, at any stage of the execution of the **PURCHASE ORDER/AWARD**, anomalies, failures, errors, delays, deficiencies, poor or inappropriate packaging for the means of transport used, malfunctions, and/or incompatibilities with the technical specifications and Standards in force are found.

11.2. The non-conformity case will be duly recorded by **KONTROLSTART**, and a Complaint will be sent to the **SUPPLIER**. The occurrences communicated to the **SUPPLIER** must be promptly followed by corrective actions, and the entire procedure must be communicated to **KONTROLSTART** within the deadlines set by it.

11.3. Failure to remedy non-conformities, failure to respond to them, the **SUPPLIER**'s inability to do so, or failure to meet the deadline set for this purpose, constitutes grounds for termination of the contract if **KONTROLSTART** so decides, with the penalties defined.

11.4. The removal of a non-conformity does not suspend compliance with the **PURCHASE ORDER/AWARD** in all previously agreed terms, but gives rise to the applicability of penalties.

11.5. **KONTROLSTART** may reject non-conform materials, equipment, or services, also subjecting the **SUPPLIER** to the penalties or termination provided for in these **General Conditions**, or to those established in the **PURCHASE ORDER/AWARD** and/or Contract.

### 12. DELIVERY DATES, DELAYS, AND FORCE MAJEURE

12.1. The **SUPPLIER** undertakes to comply with the deadlines and delivery dates defined and communicated in the **QUOTATION REQUEST AND/OR SERVICE PRESENTATION** or any other that may be defined between the parties. The date of receipt of the **Goods** or services ordered at the specified location and with the acceptance of

**KONTROLSTART** shall be the date considered for the purposes of compliance or non-compliance in legal terms.

12.2. If, after obtaining the **PURCHASE ORDER/AWARD**, the **SUPPLIER** becomes aware that the set or agreed date cannot be met for any reason, it must immediately notify **KONTROLSTART** in writing, stating the reasons for the delay and the expected delivery date. **KONTROLSTART** will then decide whether or not to terminate the contract and what penalties to apply. **KONTROLSTART** in writing, stating the reasons for the delay and the expected delivery date, leaving it to **KONTROLSTART** to decide whether or not to terminate the contract and the penalties to be applied.

12.3. Delays in delivery caused by force majeure (fire, accidents, strikes, public disorder, equipment breakdowns, natural disasters, pandemics) release **KONTROLSTART** from fulfilling the contract and it may terminate it without any penalty being applied by the **SUPPLIER**.

12.4. If the **Goods** or services are received before the agreed deadline, **KONTROLSTART** reserves the right to return them to the **SUPPLIER** at the latter's expense. If the **Goods** or services are not returned, they will be stored by **KONTROLSTART** until the agreed date at the **SUPPLIER**'s expense and risk. **KONTROLSTART** reserves the right to make payment only on the date defined in the contract.

### 13. PENALTIES

13.1. **KONTROLSTART** reserves the right, if the **SUPPLIER**, for reasons attributable to it, fails to meet the deadlines set out in this **PURCHASE ORDER/AWARD**, to apply the following penalties, without prejudice to compensation for excess damage and the right to terminate the **PURCHASE ORDER/AWARD**: i) If the **SUPPLIER** has not fulfilled its obligations within the stipulated deadlines, or if the services do not comply with the specifications or standards provided by **KONTROLSTART**, it shall be subject to a penalty corresponding to 0.3% of the total value of the contract or **PURCHASE ORDER/AWARD** for each calendar day of delay up to a maximum of 5% of the total value of the contract or **PURCHASE ORDER/AWARD**, as compensation for the losses suffered. **KONTROLSTART** also reserves the right to take legal action against the **SUPPLIER**; ii) **KONTROLSTART** reserves the right to deduct the amount of the penalties from the payment of the **PURCHASE ORDER/AWARD**; iii) If the **SUPPLIER** is unable to demonstrate that it is in a position to correct the non-compliant materials and equipment in a timely manner, they may be rejected in whole or in part, and the **SUPPLIER** shall be obliged to compensate **KONTROLSTART** for all damages and losses arising therefrom.

13.2. Insofar as they are established for late delivery, the application of the penalties provided for in point 13.1 does not exempt the **SUPPLIER** from its obligation to comply with the contract.

### 14. INSURANCE

14.1. The **SUPPLIER** shall be responsible for taking out and maintaining all insurance policies required and necessary for full compliance with the **PURCHASE ORDER/AWARD**, in accordance with the provisions of these **General Conditions** and/or Contract, so as to safeguard **KONTROLSTART**'s position in relation to any loss or damage occurring during execution, supply, and/or transport.

14.2. The **SUPPLIER** is obliged to provide **KONTROLSTART**, whenever requested, with proof of the insurance established in accordance with the previous paragraph.

14.3. If the said insurance policies do not cover or cease to cover any of the services contracted herein, the **SUPPLIER** shall assume this responsibility directly before **KONTROLSTART**.

### 15. TRADEMARKS, PATENTS, MODELS, INTELLECTUAL AND INDUSTRIAL PROPERTY

15.1. The **SUPPLIER** guarantees that its activity in executing the **PURCHASE ORDER/AWARD** will not involve the violation of any third-party intellectual property rights.

15.2. The **SUPPLIER** guarantees that all materials or services do not infringe the intellectual or industrial property rights of third parties and, in particular, the infringement of patents, licenses, or other intellectual or industrial property rights by the **SUPPLIER** and/or their use.

15.3. The **SUPPLIER** shall indemnify **KONTROLSTART** and/or its contractual partners against any claims by third parties due to infringements of intellectual property rights and shall be responsible for all costs inherent therein.

15.4. **KONTROLSTART** may obtain from authorized parties, at the **SUPPLIER**'s expense, the licenses necessary for the

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use of the Goods or services provided, but shall not be obliged to do so.

15.5. The SUPPLIER undertakes to indemnify KONTROLSTART for all losses, damages, or costs arising from actions or proceedings due to the use, possession, or sale of the materials or equipment supplied in execution of the PURCHASE ORDER/AWARD, as well as for infringement of intellectual property rights, including expenses resulting from such actions and/or proceedings.

15.6. Obligations arising from the direct or indirect use of know-how, patents, utility models, designs, including those relating to obtaining, from the respective owners, the necessary authorizations and those inherent to the payment of the corresponding charges, shall be the sole responsibility of the SUPPLIER, who shall be considered solely responsible in the event of any legal issue arising therefrom, as well as for any claim arising from the violation or alleged violation of such rights.

15.7. The SUPPLIER may not invoke any personal rights in relation to intellectual or industrial property rights in order to prevent the fulfillment of its obligations under the PURCHASE ORDER/AWARD.

15.8. Any and all materials entrusted to the SUPPLIER by KONTROLSTART for the purposes of studying and executing this PURCHASE ORDER/AWARD, namely drawings, tools, molds, equipment, raw materials, etc., shall invest the SUPPLIER with the legal obligations of a faithful custodian of such materials, requiring their return in the condition in which they were received and as soon as requested.

15.9. The SUPPLIER is also responsible for the loss of or damage to items provided by KONTROLSTART. The SUPPLIER shall bear all costs of replacing lost or damaged items and all losses caused to KONTROLSTART by such loss/damage.

15.10. All execution projects, written or drawn parts, final screens, drawings, software, studies, reports, or any other intellectual creations prepared by the SUPPLIER under and in accordance with the PURCHASE ORDER/AWARD, as well as all respective intellectual or industrial property rights thereto, shall be the property of KONTROLSTART for all purposes, and may be freely modified by KONTROLSTART once the contractual relationship between KONTROLSTART and the SUPPLIER has been terminated.

### 16. WARRANTY

16.1. Unless expressly stated otherwise in this PURCHASE ORDER/AWARD, Special Order Conditions, and/or Contract, or in KONTROLSTART's written acceptance of the SUPPLIER's Proposal, the SUPPLIER undertakes to provide a minimum period of 24 (twenty-four) months. The periods shall be counted from the date of delivery to the place of receipt or use of the Goods or services purchased. In the case of equipment, machinery, and installations, the warranty period shall begin on the date of acceptance, which shall be made in writing.

16.2. During the warranty period, the SUPPLIER undertakes to correct, repair, or replace, at its own expense and risk, all materials, equipment, or services, or part thereof, that prove necessary, which present errors, faults, deficiencies, malfunctions, and/or incompatibilities with any technical specifications or standards and legal rules in force, providing KONTROLSTART with a detailed report of the occurrence, bearing all indirect costs with transportation, labor, travel, accommodation, meals, etc.

16.3. The repair or replacement of defective items implies the start of a new warranty period, which, if KONTROLSTART deems necessary, is also subject to the Provisional and Definitive Acceptance process to which the previous non-conform Goods and equipment were subject.

16.4. The supply of Goods that do not comply with the requirements and that constitute losses for KONTROLSTART gives KONTROLSTART the right to take legal action against the SUPPLIER, as well as the right to be compensated in the amount of 15% of the contracted value.

16.5. The SUPPLIER guarantees that the Goods or services it provides comply with the legal provisions, regulations, or guidelines of the official authorities for this type of product or service.

16.6. The SUPPLIER who, in specific cases, needs to deviate from the provisions must obtain prior written consent from KONTROLSTART, which, in any case, does not exempt it from providing a guarantee.

16.7. The SUPPLIER who has reservations about the type of implementation required by KONTROLSTART must notify it immediately in writing.

16.8. KONTROLSTART's written approval of any deviations from the provisions established in relation to drawings, electrical diagrams, final artwork, calculations, or other

technical documents does not exempt or relieve the SUPPLIER from its warranty obligations.

### 17. INVOICING AND PAYMENT TERMS

17.1. Invoices are due on the last day of the second month after receipt by KONTROLSTART. Payment is subject to review and verification of the invoice. Any changes will be noted on the Purchase Orders.

17.2. Payment to SUPPLIERS is made on the 25th (or the following business day) after the invoice due date.

17.3. Once the Goods have been shipped or the services have been provided, the SUPPLIER shall send the original invoice separately to KONTROLSTART's postal address or to the email address [invoices@kontrolstart.com](mailto:invoices@kontrolstart.com), the latter being the preferred method.

17.4. In addition to the description of the Goods or services and legal information, invoices must contain the shipping guide number that accompanied the Goods, as well as the PURCHASE ORDER/AWARD number that gave rise to them.

17.5. Invoices that do not meet the above requirements will be returned, with the date of receipt being the date of the last version.

17.6. When billing is based on units or weight, the units or weights checked upon receipt of the Goods at KONTROLSTART's warehouses shall be considered final.

17.7. Goods that require a certificate of conformity or analysis report and if this has not been delivered upon delivery of the Goods, then the payment period shall only begin after receipt of such document, regardless of whether the invoice has already been received.

17.8. In the event of a defect or non-conformity of the Goods, as well as partial delivery thereof, KONTROLSTART reserves the right not to make payment until the situation has been resolved by the SUPPLIER.

17.9. The Payment Terms for supplies may be indicated in the PURCHASE ORDER/AWARD. The Payment Conditions previously specified in the context of a business relationship between KONTROLSTART and the SUPPLIER may also be used, provided that they are expressly referred to in writing in the PURCHASE ORDER/AWARD, Special Order Conditions, and/or Contract.

17.10. Full compliance with supply obligations, the provision of any documents, the delivery of any financial or other suitable guarantees, as well as compliance with all other material contractual obligations, under the exact terms and conditions set out in the PURCHASE ORDER/AWARD and/or Contract, is an essential condition for the payment of invoices.

17.11. Any complaint, sanction, or legal penalty against KONTROLSTART by its customers, related to the scope of the PURCHASE ORDER/AWARD, may result in the withholding of payments until: i) The SUPPLIER assumes these complaints, sanctions, or legal proceedings; ii) The legal process or procedure is concluded without consequence or any obligation for KONTROLSTART; iii) The SUPPLIER has fulfilled all its obligations arising from the PURCHASE ORDER/AWARD.

17.12. The SUPPLIER(S) undertake(s) to provide KONTROLSTART with proof of bank details indicating their name, bank account number, IBAN, SWIFT code, and currency, issued by the banking institution indicating its headquarters, in the case of a bank outside the European Union. Until such document is delivered to KONTROLSTART, the latter may withhold any payment to the SUPPLIER(S) without being liable for any interest or other penalties for late payment, nor shall this constitute just cause for termination by the SUPPLIER(S), nor exempt them from complying with the remaining contractual obligations to which they are bound.

### 18. TERMINATION

18.1. The PURCHASE ORDER/AWARD may be terminated by KONTROLSTART at any time and without any liability or financial charge in any of the following cases: i) If the supplies provided do not comply with the specifications of these General Conditions of Purchase, the PURCHASE ORDER/AWARD and/or other contractual documents; ii) If the Goods or services delivered do not comply with the technical specifications, regulations, guidelines, electrical designs, execution designs, written or drawn parts, final screens, drawings, software, studies, reports, or any other working documents submitted by the SUPPLIER for approval by KONTROLSTART; iii) If the delivery deadlines, total or partial, provided for in this PURCHASE ORDER/AWARD, are not met by the SUPPLIER without a justified reason accepted by KONTROLSTART; iv) If there are reasonable doubts as to the SUPPLIER's rights over the materials, equipment, or

services provided, or its rights to patents, trademarks, models, and designs; v) If the SUPPLIER becomes bankrupt or insolvent, or files for bankruptcy or insolvency with the competent authorities; vi) If the SUPPLIER violates any of the terms and conditions of the PURCHASE ORDER/AWARD, General Purchase Conditions, or contractual conditions defined by the parties. vii) In any other case of termination provided for by law.

18.2. If the termination covers only part of the PURCHASE ORDER/AWARD, KONTROLSTART shall only be liable for payment of materials, equipment, or services that are compliant, accepted, and already delivered, without the SUPPLIER being entitled to any compensation for the part affected by the termination. Additionally, given the possible need to remove items or restore the premises, all costs involved shall be borne by the SUPPLIER.

18.3. Immediately after notification of termination, the SUPPLIER shall return, within a period to be agreed, all materials entrusted by KONTROLSTART, as well as all materials, studies, drawings, tools, molds, electrical designs, execution designs, regulations, technical descriptions, etc., relevant to the continuation of the supplies in progress, subject to the penalties for delay provided for in these General Conditions of Purchase.

18.4. KONTROLSTART shall have the right to terminate the contract if the End Customer suspends or cancels the order; in this case, KONTROLSTART shall pay the SUPPLIER for the Goods that are compliant, accepted, and already delivered.

18.5. All payments received by the SUPPLIER relating to non-compliant materials, equipment, or services shall be reimbursed to KONTROLSTART, and the SUPPLIER undertakes to make the refund within 30 days from the date of termination.

18.6. KONTROLSTART reserves the right, on the date of termination, to activate any bank guarantees or other guarantees in its favor.

### 19. DATA PROTECTION

19.1. In addition to the confidentiality obligation provided for, the SUPPLIER also undertakes to preserve the confidentiality and integrity of all personal information, whether belonging to KONTROLSTART or its employees, to which it has access as a result of its professional relationship with KONTROLSTART.

19.2. The SUPPLIER may not sell, rent, distribute, or otherwise make Personal Data commercially available to any third party, except in cases where it needs to share information in order to fulfill its professional relationship with KONTROLSTART.

19.3. The processing of personal data shall always be restricted to what is strictly necessary for compliance with the General Data Protection Regulation (GDPR) [Regulation (EU) 2016/679].

19.4. If it is necessary to transmit personal information to third parties, the SUPPLIER must ensure that data transfers are carried out in strict compliance with the applicable legal regulations in force, under penalty of compensation for damages caused. Upon written request from KONTROLSTART, the SUPPLIER shall return all documents and records and copies thereof containing personal information and/or data to which it has had access by virtue of the contractual relationship. If the SUPPLIER loses the personal information and/or data, or part thereof, it shall immediately notify KONTROLSTART, without prejudice to any compensation for damages suffered.

### 20. CORPORATE COMPLIANCE

20.1. All SUPPLIERS, their Employees, Workers, Service Providers, and Subcontractors undertake to comply with the Code of Conduct in force at KONTROLSTART, with the aim that these principles and obligations are complied with and accepted by them, which is available on its website at [www.kontrolstart.com](http://www.kontrolstart.com).

20.2. Consequently, failure to comply with the Code of Conduct, either directly or indirectly, entitles KONTROLSTART to notify the SUPPLIER to immediately cease such behavior, under penalty of justifying the termination of the contract, without prejudice to compensation against the SUPPLIER for damages and losses caused.

### 21. SUSTAINABILITY

21.1. The SUPPLIER guarantees compliance with social principles: i) Prohibition of child labor (as provided for in Article 55(2) of the Labor Code); ii) Prohibition of forced labor and discrimination (the SUPPLIER does not use forced labor or practices that discriminate against workers); iii) Ensuring Safety at Work (the SUPPLIER guarantees that it has

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implemented best practices that respect the integrity and health of workers); iv) Social security and wages (the *SUPPLIER* guarantees compliance with its social security obligations, as well as the timely payment of wages to its employees); Trace the origin of the materials supplied in accordance with OECD guidelines, particularly with regard to so-called "conflict minerals".

**21.2.** The finding of non-conformities with any of these social principles entitles **KONTROLSTART** to replace the *SUPPLIER*.

**21.3.** The fact that **KONTROLSTART** does not exercise, or delays in exercising, any right conferred upon it by this Agreement does not constitute a waiver of its rights. No waiver, consent, or modification shall be binding on the parties unless made in writing and signed by both parties.

**21.4.** The *SUPPLIER* shall cooperate closely with **KONTROLSTART** in the implementation of a Sustainability Policy, this commitment being essential.

**21.5.** Subject to criteria of reasonableness, the *SUPPLIER* agrees to be audited and to respond to any request for assessment for the purpose of verifying compliance with its obligations.

### **22. QUALITY, ENVIRONMENT AND SAFETY RULES FOR SUPPLIES**

**22.1.** The *SUPPLIER* shall provide **KONTROLSTART**, at no extra charge, with all materials, documentation, or any other activity within the scope of the supply that may be necessary for the proper functioning, maintenance, or compliance with standards, legal requirements in force, safety, and/or environmental requirements, even if not mentioned in the *PURCHASE ORDER/AWARD*.

**22.2.** In the case of equipment, it must be supplied with an Instruction Manual in Portuguese, CE marking, and a declaration of conformity.

**22.3.** All equipment supplied that contains fluorinated gases will only be accepted if it complies with the requirements contained in Decree-Law No. 145/2017 and Regulation (EU) No. 517/2014.

**22.4.** In the case of chemical products, if this is the first supply, the *SUPPLIER* must provide a declaration of compliance with REACH, as well as the respective Safety Data Sheets for the products supplied. These sheets must comply with Regulation (EC) No. 1907/2006. After the first shipment, it is the *SUPPLIER*'s responsibility to ensure that Safety Data Sheets for products that are updated in the meantime are sent.

**22.5.** All *SUPPLIERS* of chemical products must comply with all legal requirements relating to packaging and transport labeling (e.g., CLP and ADR).

**22.6.** The *SUPPLIER* shall have properly structured and implemented Environmental Quality and Safety Management Systems and, as far as possible, shall ensure compliance with recognized standards, regardless of the existence of formal certification.

**22.7.** The *SUPPLIER* shall ensure compliance with general standards, as well as national legislation and European regulations regarding employee relations, environmental protection, and occupational safety.

**22.8.** The *SUPPLIER* shall also ensure that its activities and supplies do not compromise **KONTROLSTART**'s Environmental Management System, certified according to ISO 14001.

**22.9.** The *SUPPLIER* undertakes to comply with the quality requirements applicable to the supply, ensuring that the *Goods* and services delivered do not compromise **KONTROLSTART**'s Quality Management System, certified according to ISO 9001.

**22.10.** The *SUPPLIER* guarantees that the necessary measures are taken in its activities to reduce harmful repercussions on people and the environment.

**22.11.** In any of the situations mentioned above, **KONTROLSTART** has the right to unilaterally terminate the contract.

### **23. FINAL CLAUSES**

**23.1.** The declaration of invalidity of any of the *General Conditions of Purchase* shall not affect the validity of the remaining conditions.

**23.2.** For *SUPPLIERS* who provide services at an hourly rate for each specialty, the price per hour shall be as stipulated in the *PURCHASE ORDER/AWARD*, and one hour shall be deducted from the number of hours worked each day for work breaks, except in cases duly agreed upon in the contract, and the hours worked shall be rounded to the nearest fifteen minutes. *PURCHASE ORDERS/AWARDS* for this type of service shall be sent by the 5th of each month with the hours relating to the previous month.

### **24. APPLICABLE LAW AND DISPUTE RESOLUTION**

**24.1.** These General Terms and Conditions of Purchase, the *PURCHASE ORDER/AWARD* and/or the Contract shall be governed in all respects by the laws in force in the Portuguese legal system.

**24.2.** For the resolution of any disputes arising from these *General Conditions of Purchase*, namely regarding their interpretation, application, validity, execution, compliance, and termination, the Parties grant exclusive jurisdiction to the Judicial Court of the District of Setúbal, expressly waiving any other.