

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES

1. GENERAL DEFINITIONS

a) "CLIENT(S)" - all individuals or legal entities that receive the supply of goods or services (hereinafter *Goods and/or Services*) from **KONTROLSTART**;

b) "QUOTATION REQUEST AND/OR SERVICE PRESENTATION" - the CLIENT's request to **KONTROLSTART** with the technical description (engineering, quality, quantity) of the desired *Goods and/or Services*, delivery or execution deadline, and special execution conditions, if any;

c) "COMMERCIAL PROPOSAL" - document prepared by **KONTROLSTART** presenting the proposed solution, execution dates, price, and payment terms;

d) "PURCHASE ORDER/AWARD" - the document in which the CLIENT informs **KONTROLSTART** of its acceptance of the proposal presented and the award of the supply of *Goods and/or Services*, under the terms of the *General Conditions of Sale*, which may be followed or preceded by a bilateral contract.

2. SCOPE OF APPLICATION

2.1. These *General Conditions of Sale of Goods and Services*, together with the *COMMERCIAL PROPOSAL*, the Contract, and/or the Negotiation Protocol, shall establish the binding terms for the supply, purchase of equipment, installation, and provision of services (*Goods and/or Services*).

2.2. **KONTROLSTART** is not bound by the CLIENT's general conditions of purchase and/or any terms or provisions that may be included in any request for quotation, price list, letter of intent or similar from the CLIENT, and likewise, the CLIENT's usual way of working, the way the CLIENT has acted in previous business dealings with **KONTROLSTART**, or even the normal practices of the CLIENT's business shall not be applicable to **KONTROLSTART**, nor shall they modify or prevail in any way over these *General Conditions of Sale of Goods and Services*.

2.3. All *COMMERCIAL PROPOSALS* made by **KONTROLSTART** are governed by these *General Conditions of Sale of Goods and Services* available at: http://kontrolstart.com/Legal_Documents.html.

2.4. Any change, variation, condition, or addendum to these *General Conditions of Sale of Goods and Services* shall be communicated in writing by **KONTROLSTART** to the CLIENT.

2.5. **KONTROLSTART** shall be bound by the written *PURCHASE ORDER/AWARD* issued by the CLIENT, once it has been signed by both Parties. Any *PURCHASE ORDER/AWARD* made verbally, by telephone, or by any other means that has not been validated in writing shall not be recognized or considered valid.

2.6. **KONTROLSTART** may subcontract a third party to perform part or the totality of the *PURCHASE ORDER/AWARD*, undertaking to ensure the proper execution of the work.

3. CLIENT'S OBLIGATIONS

3.1. The CLIENT shall immediately inform **KONTROLSTART** of any constraint or circumstance that may compromise the execution of the *PURCHASE ORDER/AWARD* under the agreed terms.

3.2. Whenever requested by **KONTROLSTART**, the CLIENT shall attend, either personally or represented by a qualified and duly authorized person, meetings relating to the scope of the supply.

3.3. The CLIENT shall provide **KONTROLSTART**, free of any additional charge, with all materials, documentation, or any other activities within the scope of the supply that may be necessary for the proper functioning, operation and/or maintenance of the *Goods and/or Services* included in the *PURCHASE ORDER/AWARD*, even if not mentioned or specified therein. The CLIENT shall also grant access to its facilities and provide the necessary conditions for the execution of the works whenever required.

3.4. Whenever, within the scope of the *PURCHASE ORDER/AWARD*, the activity of the CLIENT affects or is affected by third parties, the CLIENT shall immediately inform **KONTROLSTART** and cooperate in order to overcome the resulting difficulties, with any additional costs or losses being the responsibility of the CLIENT.

3.5. The CLIENT shall strictly and fully comply with, and ensure compliance with, all technical regulations, instructions or other requirements indicated by **KONTROLSTART**, as well as with all legislation applicable to the activity carried out.

3.6. Additionally, the CLIENT guarantees compliance with all safety regulations, both general and specific, as well as all other service conditions communicated to it by **KONTROLSTART**.

3.7. The CLIENT shall be fully responsible for any and all damage that may result from non-compliance with the agreed standards, conditions, and deadlines.

3.8. The CLIENT shall be responsible for obtaining any authorizations, approvals, certifications, or import/export licenses necessary to fulfill the supply obligations arising from the *PURCHASE ORDER/AWARD*.

3.9. The transfer of risk for the items defined in the *PURCHASE ORDER/AWARD* occurs upon delivery of the *Goods and/or Services* under the conditions and at the locations specified.

3.10. The CLIENT is expressly prohibited, except with prior written agreement from **KONTROLSTART**, from: i) Assigning or transferring, in part or in full, the subject matter defined in the *PURCHASE ORDER/ADJUDICATION* to any third party without the prior and explicit authorization of **KONTROLSTART**; ii) Establishing a company, consortium or group of any kind to receive the supply of the *Goods and/or Services*; iii) Excluding, in part or in full, any of the *Goods and/or Services* specified in the *PURCHASE ORDER/ADJUDICATION*.

3.11. The CLIENT is obliged to immediately inform **KONTROLSTART** in writing if its financial situation deteriorates to the point that insolvency proceedings are initiated or threatened.

3.12. The CLIENT is obliged to notify **KONTROLSTART** in writing if there is any change in the majority of its shareholder or partner structure.

3.13. The CLIENT undertakes not to propose, directly or indirectly, any contractual services to the subcontractors of **KONTROLSTART** or other companies involved in the relevant project, during the execution of the project and up to two (2) years after its completion, under penalty of a fine hereby set at 100.000,00 € (one hundred thousand Euros), in addition to any demonstrable losses and damages, unless it is proven that a prior contractual relationship existed before the submission of the *COMMERCIAL PROPOSAL*.

3.14. The CLIENT undertakes not to hire, in any way, directly or indirectly, subcontractors, service providers, employees or former employees of **KONTROLSTART**, during the execution of the work and up to two (2) years after its completion, under penalty of being responsible for the payment of compensation to **KONTROLSTART** in the amount of 50.000,00 € (fifty thousand Euros).

4. ACCEPTANCE OF THE PURCHASE ORDER/ADJUDICATION

4.1. Acceptance of the *PURCHASE ORDER/ADJUDICATION* must be made by sending **KONTROLSTART** a copy duly signed by the CLIENT's legal representative or representatives.

5. PRICE

5.1. The proposals submitted by **KONTROLSTART** must indicate the price in Euros with a breakdown of the value of Value Added Tax and/or any other legally required tax. In the event that such breakdown is omitted from the price, it shall be understood that the indicated value is subject to Value Added Tax at the legally applicable rate.

5.2. In the event that the supply concerns imported *Goods and/or Services*, contingencies related to currency exchange and the payment of taxes and duties are not included in the indicated price, and **KONTROLSTART** does not assume any price adjustment arising from such variations.

6. INVOICING AND PAYMENT TERMS

6.1. Upon delivery of the *Goods and/or Services* or upon completion of the milestones agreed between the Parties, **KONTROLSTART** shall issue the respective invoice to the CLIENT.

6.2. The due date for invoices is thirty (30) days from the date of issuance of the invoice by **KONTROLSTART**.

6.3. Delay in the payment of the agreed price entitles **KONTROLSTART** to charge interest at the prevailing commercial interest rate for each day of delay.

7. PENALTIES

7.1. **KONTROLSTART** reserves the right, in the event that the CLIENT, for reasons attributable to it, fails to fulfill the obligations defined within the deadlines specified in the *PURCHASE ORDER/ADJUDICATION*, to apply the penalties indicated below, without prejudice to compensation for exceeding damages and the right to terminate the *PURCHASE ORDER/ADJUDICATION*: i) If the CLIENT has not fulfilled the respective obligations within the agreed deadlines, it shall be subject to a penalty corresponding to zero point three percent (0,3%) of the total value of the contract or of the *PURCHASE ORDER/ADJUDICATION* for

each calendar day of delay, up to a maximum of five percent (5%) of the total value of the contract or of the *PURCHASE ORDER/ADJUDICATION*, as compensation for the damages suffered. **KONTROLSTART** also reserves the right to initiate any legal proceedings against the CLIENT; ii) **KONTROLSTART** reserves the right to add the amount of penalties to the price stated in the *PURCHASE ORDER/ADJUDICATION*; iii) If the CLIENT cannot demonstrate that it is in a position to correct, in due time, the situation that led to the penalty, it shall be obliged to indemnify **KONTROLSTART** for all damages and losses arising therefrom.

7.2. To the extent that penalties are established for delayed performance, the application of the penalties provided does not exempt the CLIENT from fulfilling the obligations defined in the *PURCHASE ORDER/ADJUDICATION*, in the Contract and/or in the *COMMERCIAL PROPOSAL*.

8. INSURANCE

8.1. The CLIENT shall be responsible for contracting and maintaining in force all insurances required and necessary for the full performance of the *PURCHASE ORDER/ADJUDICATION*, in accordance with the provisions of these *General Terms and Conditions* and/or the Contract, so that the position of **KONTROLSTART** is safeguarded against all losses or damages occurring during the execution, supply and/or transport of the *Goods and/or Services*.

8.2. The CLIENT is obliged to present to **KONTROLSTART**, whenever requested, proof of the insurances established under the previous paragraph.

8.3. If the insurance policies referred to in item 13.1 cease to cover the risks, the CLIENT shall assume that responsibility directly towards **KONTROLSTART**.

9. TRADEMARKS, PATENTS, DESIGNS, INTELLECTUAL AND INDUSTRIAL PROPERTY

9.1. The CLIENT guarantees that its activity will not entail any violation of **KONTROLSTART**'s intellectual property rights.

9.2. The intellectual property of the solution presented in the *COMMERCIAL PROPOSAL* is owned by **KONTROLSTART**, and its copy or replication by the CLIENT or any third parties is not authorized, under penalty of the applicable legal proceedings, except if expressly agreed between the Parties.

10. WARRANTY

10.1. Except as expressly provided otherwise in this *SALES/ADJUDICATION ORDER* and/or Contract, **KONTROLSTART** undertakes to provide the minimum warranty required by the applicable Portuguese legislation. The warranty period shall run from the date of delivery at the receiving location or from the completion of the acquired service.

10.2. If the CLIENT makes any modification, directly or through an intermediary, to the *Goods and/or Services* provided by **KONTROLSTART**, it shall result in the loss of the rights inherent to the warranty, in accordance with the applicable legislation.

11. TERMINATION

11.1. The *SALES/ADJUDICATION ORDER* may be terminated by **KONTROLSTART**, at any time and without any liability or financial charge, in any of the following cases: i) If the conditions for the execution of the work under the responsibility of the CLIENT are not met; ii) If the payment deadlines are not met; iii) If the CLIENT becomes bankrupt or insolvent, or even in the mere filing with the competent Authorities; iv) If the CLIENT violates any clause or condition of the *SALES/ADJUDICATION ORDER, General Terms and Conditions of Sale of Goods and Services*, or contractual conditions agreed between the Parties; v) In any other case of termination provided by law.

11.2. Immediately after the communication of termination, the CLIENT shall return, within a period to be agreed, all materials belonging to **KONTROLSTART**, as well as all materials, studies, drawings, tools, molds, electrical project, execution projects, regulations, technical descriptions, etc., relevant for the continuation of the ongoing supplies, being subject to the delay penalties provided in these *General Terms and Conditions of Sale of Goods and Services*.

12. CONFIDENTIALITY

12.1. Both Parties undertake not to disclose to third parties and not to use, for their own benefit or that of third parties, any information made available or disclosed by the other Party, except as necessary for the execution of the work and compliance with the applicable legislation.

12.2. The Parties undertake to keep in a secure place all documentation provided to them for the purpose of supplying

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the *Goods and/or Services* ordered, in particular layouts, drawings, electrical schematics, films, graphic arts, etc.

12.3. The confidentiality obligation shall survive even after the termination or fulfillment of the *PURCHASE ORDER/ADJUDICATION*.

13. DATA PROTECTION

13.1. In addition to the confidentiality obligation provided, the *CLIENT* also undertakes to preserve the confidentiality and integrity of all personal information, both of **KONTROLSTART** and of its employees, to which it has access as a result of professional relations with **KONTROLSTART**.

13.2. The *CLIENT* may not sell, rent, distribute, or make commercially or otherwise available Personal Data to any third party, except in cases where sharing information is necessary to fulfill the professional relationship with **KONTROLSTART**.

13.3. 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].

13.4. If it is necessary to transmit personal information to third parties, the *CLIENT* must ensure that data transfers are carried out in strict compliance with the applicable legal standards in force, under penalty of indemnification for damages caused. Upon written request by **KONTROLSTART**, the *CLIENT* shall return all documents, records, and copies thereof containing information and/or personal data accessed due to the contractual relationship. If the *CLIENT* loses information and/or personal data, or part thereof, it shall immediately notify **KONTROLSTART**, without prejudice to any indemnification for damages suffered.

14. SUSTAINABILITY

14.1. The *CLIENT* guarantees respect for social principles: i) Prohibition of child labor (as provided in article fifty-five point two (55.2) of the Portuguese Labor Code); ii) Prohibition of forced labor and discrimination (the *CLIENT* does not use forced labor nor practices that discriminate against workers); iii) Ensures occupational safety (the *CLIENT* guarantees that best practices are implemented that respect the integrity and health of workers); iv) Social security and salaries (the *CLIENT* guarantees compliance with its obligations to Social Security or equivalent entity as well as the timely payment of its employees' salaries).

14.2. Failure to comply with these principles by the *CLIENT* implies that **KONTROLSTART** may notify the *CLIENT* to immediately cease such conduct, under penalty of justifying contractual termination, without prejudice to compensation for damages and losses caused by the *CLIENT*.

14.3. The *CLIENT* shall cooperate closely with **KONTROLSTART** in implementing a Sustainability Policy, being this commitment essential to maintaining the commercial relationship.

14.4. Subject to reasonable criteria, the *CLIENT* agrees to be audited and respond to any evaluation request to verify compliance with its obligations.

15. ENVIRONMENTAL AND SAFETY RULES FOR SUPPLIES

15.1. The *CLIENT* shall provide **KONTROLSTART**, at no extra charge, with all materials, documentation, or any other activity within the scope of the supply necessary for proper operation, maintenance, or compliance with legal, safety, and/or environmental standards in force, even if not mentioned in the *PURCHASE ORDER/ADJUDICATION*.

15.2. In the case of equipment to which **KONTROLSTART** must have access, such equipment must include an Instruction Manual in Portuguese, CE marking, and a declaration of conformity.

15.3. The *CLIENT* shall maintain Environmental and Safety Management Systems properly structured, implemented, and, as far as possible, certified by accredited organizations.

15.4. The *CLIENT* ensures compliance with general standards as well as national legislation and European regulations regarding relations with employees, environmental protection, and occupational safety.

15.5. The *CLIENT* guarantees that in its activities, necessary measures are adopted to reduce harmful impacts on people and the environment.

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

16. FINAL CLAUSES

16.1. The declaration of nullity of any of the *General Terms and Conditions of Sale of Goods and Services* does not affect the validity of the remaining provisions.

16.2. The fact that **KONTROLSTART** does not exercise, or delays in exercising, any right granted under this Agreement shall not constitute a waiver of its rights.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. These General Terms and Conditions of Sale, the *PURCHASE ORDER/ADJUDICATION*, and/or the Contract shall be governed in all respects by the applicable law in the Portuguese legal system.

17.2. For the resolution of any disputes arising from these *General Terms and Conditions of Sale*, including regarding their interpretation, application, validity, execution, compliance, and termination, the Parties submit to the exclusive jurisdiction of the Judicial Court of the District of Setúbal, expressly waiving any other jurisdiction.