



1. SCOPE OF APPLICATION

1.1. These general terms and conditions of purchase of Silva & Vinha, S.A. ("Buyer") shall apply exclusively to the purchase of goods and the contracting of services based on orders placed by the Buyer.

1.2. We shall only recognize general terms and conditions of purchase from the Supplier that contradict or deviate from our general terms and conditions of purchase if we expressly agree to their validity in writing.

1.3. Our general terms and conditions of purchase shall also apply if we accept and pay for the goods supplied unconditionally, being aware that the Supplier's terms and conditions of purchase contradict or deviate from our Terms and Conditions of Purchase.

1.4. These terms and conditions of purchase shall also apply to all future transactions with the Supplier, provided they involve similar transactions.

2. CONCLUSION OF CONTRACTS / PROPOSALS

2.1. Any enquiries by the Buyer to the Seller concerning goods and services and conditions of supply or requests by the Buyer for a proposed contract shall in no way bind the Buyer.

2.2. Orders, contracts, and delivery times should be recorded in writing.

2.3. Verbal agreements of any kind - including subsequent amendments - will only be binding if confirmed by us in writing or electronically (by e-mail).

2.4. Order proposals and quotations are not binding and shall not be subject to compensation, unless expressly agreed otherwise.

2.5. Unless separately agreed in individual cases, we will not bear any costs and will not receive any compensation for visits, planning and other preliminary work carried out by the Supplier related to the submission of proposals.

3. PRICES / TERMS OF PAYMENT

3.1. The agreed prices are binding.

3.2. The prerequisite for payment is the existence of a valid invoice following all legal procedures.

3.3. If processing by the Buyer is delayed because one or more of the details is missing or incorrect, the payment period agreed with the Supplier shall be extended by the period of the delay.

3.4. The payment period shall start upon receipt of the Supplier's invoice, but not before full delivery or receipt of the goods/services due to us.

3.5. Payments do not constitute recognition of the conformity of the supply or service with the contract.

4. SUPPLY / QUALITY / CONTROL OF GOODS AND SERVICES

4.1. The Supplier guarantees that the goods comply with the agreed specifications.

4.2. The Buyer shall inspect the goods after delivery with respect to their identity (conformity with the goods and requirements specified in the order or delivery terms), intactness, transport damage or other externally visible damage and the required documentation.

4.3. The Buyer shall immediately notify the Supplier of any incorrect or inadequate supplies, any damage detected or wrong or missing documentation.

4.4. PPE

4.4.1. PPE - All equipment, as well as any complement or accessory, intended to be used by workers to protect themselves against risks to their safety and health (Decree-Law No. 348/93, of October 1).

4.4.2. The Supplier must ensure that:

- a) CE marking requirements are followed.
- b) They are accompanied by the respective user manuals in Portuguese.
- c) They are accompanied by all the documentation associated with them, namely their specifications.
- d) The equipment covered by a directive with an expiry date must have a manufacturing date of less than 1 (one) year.

4.5. Ladders and Stepladders

4.5.1. The Supplier must ensure they:

- a) Comply with the requirements concerning the CE marking.
- b) Are accompanied by the respective user manuals in Portuguese.
- c) Are accompanied by all the documentation associated with them, namely their specifications.

4.6. Scaffolding and platforms

4.6.1. The Supplier must ensure they:

- a) Comply with the EN 12810 marking standard, in accordance with the following classification criteria:
 - Service load: uniformly distributed/concentrated over an area of 500mm x 500mm - class 1 (75/150 kg/m²), class 2 (150/150 kg/m²), class 3 (200/150 kg/m²), class 4 (300/300 kg/m²), class 5 (450/300 kg/m²) and class 6 (600/300 kg/m²).
 - Width class (between uprights) and height class (between platforms) clearance: minimum 0.6 m wide (SW06) and 1.90 m high. Depending on the clearance height at shoulder level, it can be classified as H1 (> 1.60 m) or H2 (> 1.75 m).
 - With (B) or without coating (A) (mesh or net, to protect against weather conditions or dust).
 - With ladder (LA), with access ladder (ST) or both (LS).

b) Are accompanied by the product manual.

c) Are accompanied by an instruction manual which contains the following elements:

- List with all the components and a description enabling them to be identified.
- Instructions with the sequence of installation and disassembly of the components and how to handle them.
- The layout of each system configuration.
- Limitations due to the dynamic pressure of wind, ice, and snow. Loads exerted on the façade and the base of the scaffolding.
- How to obtain information on a potential use outside the intended configurations, such as temporary removal of anchorages or mounting at a height above 25.5 m.

d) The scaffolding comprises a standard system configuration which allows the assembly of a section between 24 and 25.5 m high, and which fulfils the following conditions:

- Ensure that platforms are slip resistant and platform gaps are no greater than 25 mm.
- Ensure that the necessary components are in place to provide lateral protection on the outer side and ends of the scaffolding.
- Ensure that the necessary components are in place for the intended method of access: ladders and/or access ladders. In the case of intensive access, access ladders should be used.
- Secure auxiliary components: bridge beams on all scaffolding systems, platform extension components for scaffolding width classes SW06 and SW09.
- Ensure the acquisition of load platforms of class 1 to 6 or equivalent (suitable for the load to be supported).

4.7. Chemical Products

4.7.1. The Supplier guarantees that they are accompanied by the documents in compliance with the REACH Regulation:

- a) Safety Data Sheet (FDS).
- b) Technical File (in Portuguese).

4.7.2. The Buyer may decide to return the products, free of charge, if they do not comply with the respective Community Regulations and Directives as well as all applicable Legal Provisions.

4.8. Machinery and work equipment

4.8.1. A machine is any equipment in which one of its parts moves due to energy obtained from an external source (electricity, fuel) or stored (spring, weight) and intended for a defined application. This concept also includes safety components, interchangeable equipment, lifting accessories, removable mechanical transmission devices, complex installations and partly completed machinery.

4.8.2. The Supplier shall ensure that the equipment:

- a) Complies with the requirements concerning CE marking, including the following elements: brand, address of the manufacturer (or its representative), year of manufacture, serial number.
- b) Is accompanied by the EC Declaration in Portuguese.
- c) Is accompanied by an instruction manual in Portuguese.
- d) Is labelled with warnings and pictograms.

4.9. Services

4.9.1. For the purposes of this contract, services are considered as works provided by companies of:

- a) Ready-mixed Concrete.
- b) Mobile cranes.
- c) Rental of work equipment.

4.9.2. The Suppliers of the above-mentioned services shall ensure that the following documents are made available:

- a) Regarding the Company
 - Taxpayer Card.
 - Company Licence (if applicable).
 - Insurance against accidents at work and civil liability.
- b) Regarding the Equipment
 - CE Certificate of Conformity (manufactured after 1995).
 - Declaration of proper functioning in accordance with Decree-Law 50/2005.
 - Inspection and Maintenance Records.
 - Equipment manual.
 - Insurance (if applicable).
 - Proof that the last Mandatory Technical Inspection was carried out (if applicable).

c) Regarding the Operator

- Number of the Citizen Card or Identity Card and its validity.
- Taxpayer number.
- Social Security Number.
- Statement of Fitness for Work.
- Declaration or certificate of operator.

5. DELIVERY DATES AND DEADLINES

5.1. Delivery times specified in orders are binding.

5.2. The reception of goods takes place from Monday to Friday, from 9:00 a.m. to 5:30 p.m. if done at the company's headquarters. For deliveries on site, the schedule must be agreed between the parties up to 24 (twenty-four) hours in advance.

5.3. We are under no obligation to accept partial deliveries and/or early deliveries or performance unless this has been previously confirmed in writing by the Buyer.

5.4. The Supplier is required to notify us immediately in writing, stating the causes and the expected delay, if they occur or if it becomes aware of circumstances which suggest that the agreed delivery date or performance cannot be met.

5.5. If the Supplier is late, we shall be entitled to assert our legal rights and, specifically, to claim damages in lieu of performance and to terminate the contract after a reasonable period has elapsed.

5.6. If we demand compensation, the Supplier shall be entitled to provide us with evidence that the breach of duties is not the Supplier's fault.

5.7. In the event of late delivery, we shall be entitled to demand a contractual penalty of 0.2% of the delivery value per business day, which shall not exceed 10% of the total value of the goods supplied, without prejudice to the cancellation of the order.

5.8. We have the right to demand a contractual penalty in addition to contractual performance.

5.9. We undertake to explain to the Supplier the deduction of the contractual penalty at the latest when the invoice is due.

5.10. We reserve the right to further claims and rights if the damage caused by the delay exceeds the required contractual penalty, which will be compensated with the full amount of the damage.

5.11. The unconditional acceptance of the delayed goods or service does not constitute a waiver of any right to compensation due to the delay in the delivery of the goods or service. This shall apply until full payment of the remuneration due by us for the respective provision.

5.12. The Supplier may only claim that the necessary documents that we must provide are missing if the Supplier has demanded the documents in writing and has not received them within a reasonable period.

6. GUARANTEE

6.1. The Supplier guarantees that the goods or services correspond to the agreed specifications and are free from defects that annul or reduce their value or their suitability for normal consumption or stipulated in the contract.

6.2. We shall notify any defects as soon as they become apparent in view of the circumstances of the normal course of business. To this extent, the Supplier waives the objection of late notification.

6.3. We shall have full rights to claim compensation for defects. We shall always have the discretionary right to demand that the Supplier remedies the defects or guarantees a new supply.

6.4. We expressly reserve the right to claim compensation, particularly the right to claim compensation in lieu of the provision.

6.5. Claims related to defects - irrespective of legal reasons - expire 24 months after delivery. Longer contractual or statutory periods of limitation remain unaffected.

7. OWNERSHIP / RISK OF LOSS

7.1. Transfer of ownership to the Buyer occurs upon payment in full.

7.2. The Supplier is not entitled to any reservation of ownership of the goods, whether extended or prolonged.

7.3. The risk of loss is assumed by the Supplier until the goods have been fully delivered to the Buyer.

8. THIRD-PARTY PROPERTY RIGHTS

8.1. The Supplier guarantees that the delivery and use of the goods will not infringe any property rights of a third party.

8.2. We will inform the Supplier of alleged infringements by third parties. We shall not accept such claims on our own initiative. We therefore authorize the Supplier to take over the dispute with the third party judicially and extrajudicially.

8.3. In turn, the Supplier is required to notify the Contracting Entity immediately and in writing if a third party claims an existing property right or if such claims are imminent.

8.4. In the event of culpable infringement of third parties' property rights, the Supplier shall at its own expense defend itself against any claims brought against us by third parties for infringement of property rights based on the Supplier's sales of goods and provision of services. The Supplier will compensate us for all claims arising from the use of such property rights, provided that the Supplier is liable for such use.

8.5. If the performance of the provision made by us is affected by the property rights of third parties, the Supplier shall obtain the relevant authorization at its own expense or modify or replace the affected parts of the provision in such a way that the performance of the provision no longer conflicts with any industrial property rights of third parties and simultaneously complies with the contractual agreements.

9. PRODUCT LIABILITY / CIVIL LIABILITY INSURANCE COVERAGE

9.1. If the Supplier is liable for damage to the product, the Supplier shall be required to pay compensation on first demand or to compensate us against damage claims by third parties on first demand if the cause is within its sphere of control and organization and if it is personally liable with respect to third parties.

9.2. In this regard, the Supplier shall also be required to reimburse any expenses resulting from or related to a recall measure implemented by us. We will inform the Supplier of the content and scope of the recall measures to be carried out - in so far as is reasonable and practicable - and give the Supplier the opportunity to present its opinion.

9.3. Other legal rights remain unchanged.

10. SECRECY

10.1. We reserve property rights and copyright in relation to all documents provided to the Supplier concerning the order, such as data, calculations, drawings, etc.

10.2. The Supplier undertakes not to disclose or make these documents accessible to third parties unless we have given the Supplier our express written consent in that regard. They shall be used exclusively for the preparation of our order.

10.3. The obligation to maintain secrecy also applies after the execution of the contract. It shall cease if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other documents provided has become publicly known.

10.4. The Supplier, its contracted agents, and any sub-suppliers it may employ shall, even after the cooperation between us and the Supplier has ceased, keep confidential all information which comes to their knowledge during and in connection with the performance of the service and shall only use it for the purpose of fulfilling the contractual obligations. The Supplier will ensure that the data made available to it, its contracted agents, or any sub-suppliers it may use to perform the services is treated with caution for an unlimited period.

11. FINAL PROVISIONS

11.1. All agreements made between the parties for the purpose of executing a contract are set out in this contract.

11.2. There are no verbal ancillary agreements. Amendments or additions to this contract, including this clause concerning the written form, will only be valid when written.

11.3. The Contractor may not assign any order, claim against the Buyer or the Contract as such, in whole or in part, to any third party without the Buyer's prior written consent.

11.4. These GTCP have been prepared in three versions, one in Portuguese, one in English and one in German. The parties agree that, in case of divergence of interpretation, the Portuguese version shall prevail.

12. SUPPLIER ASSESSMENT

12.1. Continuous improvement is one of the cornerstones of the Silva & Vinha management system, which is why it is essential that we evaluate our partners' supplies according to the following criteria:

- a)** quality of the product supplied (visual aspect).
- b)** compliance with the delivery deadline.
- c)** quantities delivered compared to those ordered.
- d)** behaviours that aim to reduce emissions.

12.2. Silva & Vinha S.A. also values all projects from subcontractors that aim for decarbonization.

12.3. Without prejudice to continuous communication regarding possible occurrences, the assessment we carry out with our partners is communicated twice a year if it is negative or if any corrective action is required on their part. In these cases, requalification is required to qualify as a regular supplier.

13. CODE OF ETHICS AND CONDUCT

13.1. Silva & Vinha S.A. privileges an array of principles, rules, and values, documented in its Code of Ethics and Conduct, available to all subcontractors in its online address.

13.2. It will be valued the subcontractor that demonstrates to share these principles, rules, and values through the signing of the declaration of commitment, also available at the online address.