

1- GENERAL INFORMATION

SUNVIAUTO sends orders according to the present general terms of purchase and/or particular requirements, and any other conflicting conditions are not applicable. In case of any contradiction between the General and the Particular terms of purchase, the latter will always prevail, for all legal purposes.

The SUNVIAUTO Suppliers' Manual must be complied with, except for other particular agreed conditions.

2- TECHNICAL DOCUMENTATION

All standards and specifications to be used by the Supplier may be: received from SUNVIAUTO, received directly from the customer, regulated by standard documents, or developed by the Supplier. SUNVIAUTO reserves the right to ask the Supplier, for consideration, for the technical standards or specifications used.

3- MODIFICATIONS

Any modification of a series supply product that has not been requested by the SUNVIAUTO must be communicated to the Purchase Department of SUNVIAUTO as soon as the Supplier detects such modification. The supplier undertakes not to introduce any modification without agreeing on the transition of the supplies for the modified product, in particular: the amount of product to provide in the old definition, the date of submission for master samples of the modified product, and the date of first series supply for the product in the new definition. The first batch of modified parts should be clearly identified, with a clearly visible label on the outside of the packaging.

4 - RESERVED RIGHTS

The prototypes, studies, plans, designs, or any other documents provided by SUNVIAUTO to the Supplier, in order to achieve the manufacture of any product, cannot, under any pretext, be offered, sold or transmitted to third parties, without specific written permission by SUNVIAUTO.

5 - ORDER TYPES

SUNVIAUTO issues open and closed Orders:

1st: In the case of an open order, it will only define the material and its technical specification, terms of payment, shipping, packaging and delivery location. Open orders are completed with the issuance of order program/plans, sent by Logistics, setting any other particular conditions.

2nd: In the case of a closed order, it will only define the material and its technical specification, quantity, costs, delivery date, terms of payment, shipping, and packaging and delivery location.

6 - DOCUMENTATION

In each shipment, the Supplier shall attach to the products a delivery note (GR – Guia de Remessa) and/or invoice in duplicate, detailed and properly and unambiguously identifying the package referring to.

When applicable, all Products must be accompanied by the Technical Sheet, Safety Data Sheet and Standardized labelling. The sheets, marks and labels must obligatorily be in Portuguese. In the case of equipment, it must have the instruction manual, markings and labelling in Portuguese.

7 – DELIVERY PROCEDURE

The delivery deadlines stipulated in the order or program/plan must be scrupulously met. Otherwise, SUNVIAUTO reserves the right to apply penalties on the value of the order of 0.2% for each business day of delay up to a maximum of 3% of the value, or to opt for cancellation of the order, without prejudice in either case to demanding compensation for losses suffered. In the event of an incomplete or early delivery, SUNVIAUTO may accept or refuse such delivery, or decides to consider the order reduced to the partial quantity delivered.

For each order sent by Sunviauto, the supplier must send a formal confirmation of the order within the next 48 hours. If the supplier does not send the confirmation, the order will be considered accepted under the conditions and terms mentioned therein.

Deliveries of orders are made every business day from 8:30 am to 3:30 pm (GMT), except for the receipt of tubes, whose unloading time is up to 2:00 pm.

8 - PRICING

Unless there is written acceptance or it is otherwise stipulated by SUNVIAUTO, the prices charged are listed on the order issued, and the place of delivery is at SUNVIAUTO's storage facilities.

9 – PAYMENT TERMS

Unless there is written acceptance or it is otherwise stipulated by SUNVIAUTO, payment of all invoices from Suppliers is by cheque or bank transfer, to 90 days of the end of the month from the reception date of the respective goods, on the 10th day of the following month, by cheque.

10 - PACKAGING, SHIPPING AND RETURNS

Unless there is written acceptance or it is otherwise stipulated by SUNVIAUTO, all costs for packaging and transport of the Products are the responsibility of the respective Supplier.

All charges or expenses with the rejection and return of any product delivered that is noncompliant with the requirements of SUNVIAUTO, are the exclusive responsibility of the respective Supplier.

11 - TRANSMISSION OF PROPERTY, INDUSTRIAL PROPERTY

For all legal purposes, the property of the materials ordered is only transferred to SUNVIAUTO after a satisfactory reception of the materials at SUNVIAUTO's premises in Portugal.

In the event of noncompliance with the plans/designs provided by SUNVIAUTO and/or the existence of third-party claims for violation of any legal precept, namely in relation to the field of industrial property, the Supplier concerned assumes any and all compensation required related to and caused by the defected Products, releasing SUNVIAUTO of the any legal or financial responsibility.

12 - LIABILITY FOR PRODUCTS SUPPLIED

The Supplier is liable for damages caused by defects in the Products provided to SUNVIAUTO, according to the legal provisions in force.

The Supplier is responsible for and must guarantee in writing that the Products supplied do not contain prohibited materials and respect the legislation and safety standards in force, including European Directive 2000/53/EC and REACH. The supplier undertakes to submit to SUNVIAUTO, by appropriate means, the information related to the usage of substances of restricted use, in accordance to the laws or regulations applicable to the Products.

In the context of the acquisition of machinery, the Supplier must ensure that the equipment provided complies with European Directive 1998/37/EC.

13 - COMPETENT JURISDICTION

The only jurisdiction for consideration and trial of any dispute arising out of purchases made or Products acquired by SUNVIAUTO is the County Court of Vila Nova de Gaia.

14 - CONFLICT MINERALS

Under legislation that went into effect in 2012, manufacturers who file certain reports with the US Securities and Exchange Commission (SEC) must declare whether the products they manufacture, or contract to manufacture, contain conflict minerals derived from sources that support or finance inhumane treatment in the Democratic Republic of Congo region or an adjacent country. To ensure compliance with SEC requirements, SUNVIAUTO must request information regarding the use of conflict minerals from any relevant supplier. Any supplier communicated by SUNVIAUTO must support SUNVIAUTO by accurately providing all requested data and reports.