

## 1. APPLICATION

Our conditions fully apply to products commonly available in our stock and indicated in BRESIMAR's price List.

## 2. DELIVERY TIME

Since does not affect severely our stocks in regular supplies to our customers, delivery time is immediate.

## 3. PARTIAL SUPPLIES

In case of stock's rupture BRESIMAR may agree with the customer the best way to meet the supply (e.g. allocated time deferred deliveries).

## 4. MINIMUM QUANTITIES

Certain products, by their nature or value, can only be supplied in minimum quantities per order.

## 5. PRICE LIST

The supplied products are invoiced according to the prices indicated in the BRESIMAR's price list in force on the invoice issue date.

## 6. PLACE OF DELIVERY

Products are placed in normal packaging in our warehouse.

## 7. TRADE DISCOUNTS

Regarding fixed products, BRESIMAR practices trade discounts according to the amount of purchase per order, products range or brand and trade agreements established for a certain period of time.

These conditions do not apply to special supplies, unless expressed otherwise in specific supply proposal.

## 8. PAYMENT TERMS

The first sale made to a customer will always be against payment on the delivery of the material. Supplies on credit depends on the request for opening a credit account and its approval by our financial services.

## 9. CASH SALES

Are processed in this method all supplies that are in one of the following situations:  
- Net value of supply less than 50 Euros; - Opening of Credit Account not yet approved (first supply).

## 10. SETTLEMENT DELAY

Settlements not regularized until the maximum period of 60 days from the date of issue of the invoice can cause:

1 - The application on values in debt of a charge of 1% by month (proportional calculation to the days overdue according to article 102 of Commercial Code and Decree-law No. 62/2013.).

2 - Temporary or permanent suspension of other supplies on credit.

## 11. SPECIAL SUPPLIES

BRESIMAR may classify as Special Supplies and introduce in this case their Conditions of Sale through written proposal, to requests which are formulated to:

- Large products quantities of the same type or related; - Special products types or unusual in our stock; - Equipment or dedicated implementation systems

## 12. SHIPPING / PACKING / INSURANCE

All goods travel by client's responsibility. By client's express request, BRESIMAR will proceed to shipment of goods using the transport required, charging in separate the corresponding freight charges.

Also by request, BRESIMAR may be responsible for insurance transport and perform special packaging charging the corresponding service in separate.

## 13. PRICE'S CHANGES

The prices of all our lists, as well as from written proposals may be changed without notice, even for supplies with delivery time established in written proposal, justifying BRESIMAR, in such cases, the reasons for the change.

## 14. MODIFICATION OF DELIVERY TIMES

For reasons beyond BRESIMAR, the delivery times may change in order to the dates initially planned. In cases where there are delays, BRESIMAR shall endeavour to minimize these situations. These delays do not, however, constitute the right to compensation for customers.

## 15. ORDERS

All orders must be made in written form. After ordering, their cancellation will only be accepted in writing within five days. If these requirements are not met, BRESIMAR has the right to be compensated for the damage caused.

## 16. COMPLAINTS/ RETURNS

Any complaints or returns will only be considered when properly justified and reported within 8 days from the date of good's receipt, without prejudice to the time limits set out in Decree-Law No 84/2008 of May 21st in extent that they are applicable.

Returns will only be accepted if they are previously requested and confirmed by BRESIMAR in specific form for this purpose. After approval will be issued a Credit Note that may suffer a deduction of at least 10%.

All returns that do not meet the requirements of prior acceptance will be refused and returned to customers with freight costs to be charged to the customer.

- The product being returned will have to meet the following requirements to be accepted by BRESIMAR:

1. The product must be in perfect conditions, no evidence of improper handling and with all accessories that compose it in the same conditions;

2. The packaging, labelling and accompanying manuals must be in perfect conditions and legibly;

Freight costs associated to returns are always customer's responsibility.

Products that are claimed due to manufacturing defect will only give rise to replacements and / or Credit Note, if BRESIMAR can carry out its verification. Any

liability of BRESIMAR for direct or indirect damages (loss of profits), either upstream or downstream of its supply, is expressly excluded.

## 17. REPAIRS

Any repairs require filling in a specific form with customer's identification, the article for repair, its serial number and description of the problem / damage.

BRESIMAR reserves the right to charge the customer a value of € 160.00 + VAT when the estimate is rejected as a compensation of eventual damage diagnosis and transportation costs.

## 18. WARRANTIES

The Engineering Systems produced by Bresimar/ASATEK have a 12 month warranty against manufacturing defects upon delivery.

The above mentioned 12-month period has a normal daily working time of 8 hours. If the system is used for more than one daily period, the warranty will be reduced to 6 months.

The system provided is made up of some parts which undergo more severe wear even when used normally (wear parts). After the warranty period, these parts will be replaced at the customer's expense.

Together with the system follow the following documents:

Instruction Manual, which includes, in particular, a general description of the system, how it works and the explanations necessary for its operation, care to be observed in its use, maintenance, etc.

**Note: Specific Technical Documentation:** In order to safeguard manufacturing secrecy and other legitimate interests of the manufacturer, and not necessary for the user of the system, the technical documentation, including the detailed drawings or any other specific information concerning the subassemblies used for the manufacture of the system, are not part of the documentation.

For information security reasons, on request, technical information or documentation may be made available exclusively in PDF format, upon acceptance of a declaration of responsibility with confirmation of the version delivered. Any changes made later, either in the documentation delivered or the system itself, will be entirely the responsibility of the customer.

Bresimar accepts and subscribes the warranty given by the manufacturers or by its representatives. However, in general, Bresimar takes 1 year warranty for all products, which is for manufacturing defects. The warranty period for the repaired equipment is 6 months.

The repair is under warranty if:

1. The product is within the statutory period of warranty;
2. The product has not been subjected to improper use, mishandling, defective installation or unwarranted change.
3. The product must contain label with the product's serial number readable.

## 19. PRODUCTS CONFORMITY

BRESIMAR / TEKON / ASATEK ensures the compliance of its products with the technical and use specifications contained in the applicable European Directives and their application should be carried out in strict compliance with them.

The products identified with the CE marking comply with the requirements associated with the affixing of the mark, and BRESIMAR / TEKON / ASATEK shall not be responsible for a defective or illegal use of the products outside the provisions of the previous paragraphs, and any results or consequences of uses outside this scope will be solely the responsibility of the customer.

It is up to the importer or the first entity that places the goods on the destination market to verify compliance with the legal requirements in their country, and Bresimar / TekOn/ Asatek can not be held responsible for its non-compliance

## 20. COLLECT DEADLINE

The repaired product can be collected at BRESIMAR or delivered to the customer's address or elsewhere by request, and the freight cost will be charged to the customer. Products repaired or whose repair has not been possible to perform, must be collected within 30 days, counting from the date of message's receipt (fax, letter or email) notice sent for the effect. After this time, BRESIMAR reserves the right to consider the product their belonging, deciding to destroy it or give it any other destination.

## 21. COMPETENT COURT

In the event of a dispute, the court of Aveiro will have jurisdiction to renounce any other.

## 22. CUSTOMERS AND SUPPLIERS' PERSONAL DATA

Bresimar Automação collects, saves and uses personal data provided by customers and suppliers, under the terms allowed by applicable law, appropriately for the execution of the contractual relationship with them and for the use and billing of services. Customers and suppliers authorize the inclusion of their personal data on file as well in the ERP system of Bresimar Automação and their assignment to third entities located in the EU for their treatment, in the scope of the contracts established with them, for marketing, commercial or other purposes, customer satisfaction surveys and report on company's products and services. The customer / supplier shall notify Bresimar Automação, immediately, in the event of personal data amendments that affect the contractual relationship and/or billing of services.

The necessary data for contract effecting and / or billing of services may be stored and used by Bresimar Automação even after the end of process or contract, in accordance with the law, and even if the billing and / or legal obligations arising from the commercial or contractual relationship are completed.

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