

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE

This document establishes the General Purchase Conditions, applicable to purchases that are made by FWD S.A., in the scope of any and all supplies excluding the applicability of the supply conditions eventually practiced by the Supplier, as well as any document issued by it in relation to the order of FWD. The General Conditions set out here are applicable to all goods and services purchased by FWD, including tools, machinery, equipment, parts, raw material, labour, or other goods, including services related thereto, hereinafter individually or collectively referred to as "Product". The terms and conditions set forth herein shall only be modified, by written document, duly signed by FWD's Management.

2. SUPPLIERS POLICY

With regard to its suppliers, FWD is clearly concerned with the value chain where it operates, which must be aligned with the values of environmental, human and economic sustainability that are an integral part of the company's policy. For this purpose, the supplier policy of FWD is based on the pillars that are detailed below, and that will always be subject to analysis in the selection and qualification of the same:

2.2 FWD repudiates any type of undue exploitation of resources, such as child labour, slavery, forced labour, human trafficking, among others;

2.3 FWD is committed to sustainable work, ensuring a balanced policy with regard to working hours and wages, among other benefits;

2.4 FWD strongly condemns any form of harassment or discrimination;

2.5 FWD favours ethical conduct and compliance in all circumstances, as well as fair competition practices.

2.6 The Supplier shall carry out its activities in an environmentally responsible manner and promote the disposal of its waste to licensed operators.

2.7 In accordance with its environmental, health, safety and employment policies, the Supplier shall endeavour to incorporate environmental and social considerations into its selection process for goods and services.

2.8 The Supplier shall recognise that it is its responsibility to encourage its suppliers, contractors and subcontractors to minimise negative environmental and social effects associated with the products and services provided.

2.9 The Supplier shall also ensure that small local suppliers are not discriminated against in the procurement process and specifications.

2.10 The Supplier undertakes to promote the safety and health of workers in order to prevent the occurrence of occupational accidents and the onset of occupational diseases, and to comply with all legal standards applicable to occupational health and safety, as well as to comply with any provisions and/or standards required by FWD resulting from internal rules applied and/or required by FWD.

2.11 Every year, suppliers will be evaluated based on the criteria "Quality of Product/Service", "Delivery Time" and "Flexibility and Responsiveness to Complaints". The evaluation will result in a classification based on a scale from A (preferred supplier) to D (poor quality supplier). The result of the evaluation will be communicated annually to suppliers whose classification is C or below in a perspective of partnership and continuous improvement.

3. ORDER

3.2 Purchase Order - FWD will affect its purchases by sending to the Supplier a written purchase order (in the form of letter, e-mail or fax), hereinafter referred to simply as "Purchase Order". All invoicing issued on behalf of FWD shall only be recognised if it is supported by an Order Form and the relevant invoice complies with the contents thereof.

3.2.1 FWD shall not be bound by this instrument to purchase the Product from the Supplier, which shall only become effective after tacit or express acceptance by the Supplier of the Purchase Order sent by FWD, subject to all the terms and conditions provided herein, as well as the terms and conditions stipulated in the respective Purchase Order.

3.3 FWD reserves the right to modify, cancel, adjust or reschedule the quantities of Products shown on the "Purchase Order" according to its needs, respecting the other conditions previously agreed with Supplier. The final value of the Purchase Order is assessed by multiplying the quantities effectively supplied and duly received by FWD by the agreed unit price.

3.4 The Supplier shall confirm receipt of the Purchase Order, within 5 (five) days from the date of its receipt, by returning in writing, e-mail or fax a copy of the Purchase Order, duly signed and stamped, to FWD's Purchasing Department. It is hereby set forth that the Supplier's failure to respond to the Purchase Order sent by FWD within the period stipulated herein will imply a tacit acceptance by the SUPPLIER of all the terms and conditions of the aforementioned Purchase Order, as well as of the terms and conditions of this instrument.

3.5 It is hereby stipulated that the supply of any and all Products to FWD is subject to compliance by the Supplier with all the terms and conditions of this instrument, and the mere supply of any Products to FWD shall bind the Supplier to this agreement.

4. CONFORMITY

4.2 Subject to the provisions of the clause below, the Product shall at all times conform to drawings, specifications, and detailed characteristics present in the samples or parts that have been accepted by FWD. Any technical modification shall only be introduced with the prior written consent of FWD.

4.3 The Product, its packaging, its transport and/or shipment shall observe and comply with all legislation, including, but not limited to, ordinances, regulations, quality standards and other standards applicable to each Product that are in force in Portugal and Europe, as well as in the country of destination of the Product. The Supplier guarantees to FWD the full compliance with the requirements mentioned in this paragraph and expressly declares to reimburse FWD for any and all expenses incurred by FWD for any non-compliances that are not attributable to FWD, namely in the event of an assessment by any administrative or judicial misdemeanour process, due to the Supplier's failure to comply with the obligations defined in this paragraph.

4.4 Upon FWD's request, the Supplier shall provide the appropriate certificate proving the country of manufacture of the Product and its characteristics, if applicable.

4.5 All Material Suppliers shall maintain all certifications applicable to the particular case, except in the event that this requirement is waived by FWD. Non-certified Suppliers shall be subject to Quality audit to be conducted by Buyer. Suppliers of materials shall notify Buyer in advance, in writing, of any changes in the manufacturing process, quantities or interruption in the manufacturing of the material. Change in manufacturing process shall mean any change in raw materials, formulations, raw material suppliers, manufacturing location or any change in process that may affect the specification or performance of a product.

The Seller shall notify the Buyer in good time in the event of non-conformities in the materials delivered.

As provided in Section 2.1, if requested by FWD, the Supplier shall provide initial samples and documentation of the Product for FWD's approval prior to the commencement of series production. If the Supplier fails to provide the reports as required, FWD may reject the samples or inspect and test them and invoice the Supplier.

4.6 In the case of serial delivery, the Supplier shall fully conform to FWD's delivery and receipt system and shall undertake to harmonise its administrative and production systems with FWD's systems.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

5.1 The Supplier warrants to FWD, that it is the owner or that it holds a valid and effective licence to all intellectual and industrial property rights relating to the Products, and is civilly and criminally liable for any infringements of third-party industrial and/or intellectual property rights relating to the manufacture and sale of the Products.

5.2 The Supplier shall indemnify FWD for all damages that FWD may suffer, including those caused by breach of obligations with its customers, in the event of any limitations, prohibitions or changes in the use or marketing of the Product, including, but not limited to, those determined by legal actions brought by third parties against the Supplier on account of infringement of intellectual or industrial property rights relating to the Products.

5.3 If legal proceedings are brought directly against FWD regarding the infringement of intellectual or industrial property rights related to the Products supplied, the Supplier shall, where legally possible, request the immediate exclusion of FWD from the respective proceedings, reimbursing FWD for all costs and procedural expenses incurred by it, without excluding the compensation set out in Clause 4.2. In such case, FWD shall be entitled to automatically cancel all ongoing transactions upon notification by registered letter with acknowledgement of receipt, without prejudice to all rights and any proceedings that FWD may have or take against a Supplier.

6. DELIVERY TIME

6.1 The delivery period shall be indicated on the Purchase Order. The Supplier shall be responsible for all measures necessary in order that the delivery time of the product is met. The Supplier is not authorised to deliver the Product before the expiry of the indicated delivery period, except with specific written authorisation issued by FWD, and the Supplier shall bear all expenses arising from any early delivery. In case of early or late delivery, FWD may apply penalties in accordance with the specific conditions negotiated with Supplier at the time of the Purchase Order, or if there is no stipulation to the contrary penalties shall be applied at the daily rate of 1% on the total price of the Purchase Order, up to the limit indicated in paragraph 15. In case of non-delivery or late delivery, Supplier shall reimburse FWD for all fines, penalties and/or compensation that FWD incurs due to late delivery to its customers or the non-delivery of the Product by

Supplier to FWD, without prejudice to compensation for damages and/or loss of profit due to FWD. In the event of non-delivery or delayed delivery, FWD is expressly authorised to purchase the Product from another Supplier, and the additional expenses resulting from such new order shall be borne by the defaulting Supplier. FWD may, without notice, arrange for immediate purchase of the Product from another Supplier in the event of delayed delivery in the case of continuous supplies. Delivery time is one of the evaluation criteria assessed in the Annual Supplier Evaluation.

7. PRICE, INVOICING AND PAYMENT TERMS

7.1 Prices are fixed and non-revisable and are determined according to the "Delivery At Place (DAP)" rule, as defined in Incoterms® 2011. The Supplier is solely responsible for payment of all transportation and unloading costs, customs duties and taxes due, as well as all insurance costs up to final receipt of the

Product at the FWD unit or work site shown on the Purchase Order, in accordance with the terms of clause 8 of these General Conditions.

7.2 When issuing the invoice, the Supplier shall take the following aspects into account, under penalty of suspension of payments or rejection of the Product: (I) confirm the places for delivery of the Product; (II) mention the legal entity number of the FWD group company indicated on the Purchase Order, issuing the invoice with absolute clarity, without any erasures or amendments; (III) state the corresponding Purchase Order number on the invoices; (IV) state the description of the Product, the quantity delivered or the gross or net weight on the invoices;

7.3 The goods shall be accompanied by the documentation required by law, and the corresponding invoice shall be issued within 5 days after delivery of the material. The invoice shall be issued with absolute clarity and in strict compliance with the legal and tax provisions. Payments will be made on the date stipulated by the parties and stated on the Purchase Order. Each and every supply shall only be considered to be partially or fully fulfilled (as regards the quantities supplied and to be invoiced) when the Supplier fulfils all its obligations, such as, for example but not exclusively, the delivery of the certificates. Invoicing for a supply shall only be accepted if and when it has been fully complied with.

7.3.1 The Supplier may not without the prior and express consent of FWD transfer, assign and/or negotiate the assignment of any claims resulting from business transactions with FWD.

7.4 FWD reserves the right to automatically deduct from payments to be made to the Supplier any amounts due to FWD, including amounts due as a contractual penalty, and/or mistakenly and excessively posted on invoices issued by that same Supplier, compensation being payable in accordance with the law.

7.5 Invoices that do not reproduce exactly the items described in the respective purchase orders, or that do not have quantities and prices equal to those in the purchase orders, will be returned by FWD to the supplier, interrupting the payment deadline, which will restart after receipt of the new invoice duly corrected.

8. PACKING AND DELIVERY DOCUMENTATION

8.1 Any Product shall be packaged in accordance with FWD's Purchase Specifications or Purchase Order, or in their absence, in accordance with any other indications, and or in accordance with applicable European norms and standards, and the packaging shall where possible be made from recycled, recyclable or reusable raw materials, in order to reduce the ecological footprint of the same. Any damage to the Product is the sole responsibility of the Supplier.

8.2 Each packaging unit will have external marking in a clear and legible manner according to the applicable technical standards as well as instructions related to any special conditions for storage.

8.3 The Supplier shall attach to the shipping documentation a detailed delivery order, specifying the contents of the packaging and goods, the quantities and the information contained in the Purchase Order necessary for the identification of the Product.

9. WARRANTY RECEIPT

9.1 Unless otherwise stated in the Purchase Order, deliveries shall only be made to FWD's premises, or to those indicated by FWD, on working days and during business hours. The Supplier shall take into account the normal time required for unloading the material, which shall also take place during business hours unless prior agreement has been made between the parties.

9.2 FWD reserves the right to conduct any and all inspections of the Product, prior to delivery, at the Supplier's premises, as well as at its own premises or locations designated by it, after delivery, as well as the right to conduct audits to ensure that specifications and essential requirements are being met. The

Supplier or any subcontractor shall, at its own expense, provide FWD with safe and convenient means of inspection. FWD shall be entitled to charge the Supplier for any additional inspection costs that result from such items not being prepared or available for inspection or testing, or if such inspection or testing is performed after rejection of any Product. The Supplier shall keep records of the inspection process for as long as requested. If no time limit is stipulated such records shall remain for a period of 5 years.

9.3 FWD shall have the right to reject any Product, in whole or in part, which does not conform, by simple letter, email or fax and, at its option, return it

to the Supplier for refund in cash or credit. FWD shall further be entitled to a full refund of all transportation, packaging or any other charges it incurs by reason of the receipt, reshipment or disposal of non-conforming or defective Products.

9.3.1 FWD may refuse the Product in the following cases:

- (a) when the Product does not conform to the quantity or quality specifications contained in the Purchase Order;
- b) When it is not in accordance with the applicable legislation.
- c) When there is non-compliance with delivery dates and time.
- d) Excess or lack of Product in the delivery.

9.4 In the event of refused delivery, FWD may cancel the Purchase Order and purchase the Product from another Supplier. Any expenses, which are incurred as a result of the acquisition of this new product, shall be borne by the defaulting Supplier.

9.5 The Supplier is fully responsible for the design and/or manufacture of the Product and is liable for the technical options relating to its product, regardless of any assistance provided by FWD in the course of development, including where the Product has been approved by FWD during the analysis of initial samples.

9.6 The Supplier guarantees that its Product is free from any defects or malfunctions, apparent or otherwise, and that it will indemnify FWD against all direct or indirect damages arising from any defects, in proportion to its liability and for the duration of FWD's obligations to its customers, buyers or users of its products in which the Products are integrated. The conditions for enforceability of this warranty may be detailed in a separate document sent by FWD's Purchasing Department. The guarantees will not be limited to a period of less than 10 years when hidden defects of the Product are found.

9.7 At the end of the contractual warranty period, the Supplier shall remain liable for all direct or indirect consequences resulting from hidden defects that may affect the Product.

All clauses that reduce the guarantee provided herein shall be considered void.

9.8 The Supplier, for its guarantee, at its own expense and risk, shall take out an insurance policy with a suitable insurer of sufficient value to cover any acts giving rise to liability and undertakes to send evidence of the policy in question whenever requested in writing by FWD.

10. INDEMNITIES AND DUTY TO PROVIDE INFORMATION

10.1 The Supplier shall indemnify FWD against losses and damages, civil liability, criminal liability, costs or expenses incurred by FWD, its customers and end consumers, in the event that FWD is required to carry out replacement of the Products due to defect, non-compliance, or other vices and/or defects of the Products. This indemnity shall be payable where replacement for repair, permanent replacement or return is required by law, rule, regulation or court decision. If the Product is not

the sole reason for the claim, FWD shall apportion its costs, damages and expenses to the Supplier in proportion to the costs, damages and expenses for which each party is responsible, which the Supplier hereby expressly accepts.

10.2 The Supplier has a duty to inform FWD, immediately upon its knowledge and even after termination or expiry of the instrument of supply, of any failure, defect, non-conformity, other vices and/or defects of the Products in order that FWD may decide whether or not to carry out a replacement.

FWD shall have the right, regardless of the consent of the Supplier, to report to any authority or to any regulatory body, any information it may obtain, indicating that the Products do not conform to any standard required by law or that constitute or create, themselves, or within the end product of which they are parts or components, situations requiring replacement or repair as required by applicable law.

11. The Supplier has a duty to prepare, maintain and file in a proper manner and in compliance with law, records and reports relating to the manufacture, safety, use and characteristics of the Products. The Supplier shall provide FWD with copies of such records whenever they are requested in writing by FWD and shall make them freely accessible in order to enable FWD to confirm the compliance of the Supplier and the Supply with the provisions of this clause.

12. RISKS

12.1 Irrespective of the terms and conditions of carriage, the transfer of risks in respect of the delivered Product shall only occur after the expiry of the warranty period of the same.

12.2 Inspection by FWD of the delivered Product shall not exempt the Supplier from liability for hidden defects, defects and/or faults that may be found after delivery of the same.

13. SUBCONTRACTING

The Supplier may not subcontract the subject matter of FWD's Purchase Orders, in whole or in part, except with FWD's prior written approval. Where FWD agrees to subcontract all or part of the Purchase Order, Supplier shall remain solely responsible to FWD for the performance of the subcontractor, undertaking to obtain the subcontractor's adherence to these General Conditions of Supply.

14. CONFIDENTIALITY

The Parties shall observe complete confidentiality of information relating to the Supply, regardless of the form of its transmission. All information provided by one Party to another on behalf of the Order is confidential. The Parties shall take all necessary measures to ensure that none of their employees, agents, actors, whether permanent or temporary, suppliers or subcontractors, communicate or disclose any of the confidential information to third parties, especially specifications, formulas, designs or drawings. The party that discloses confidential information will be held civilly and criminally liable if it violates this duty.

The confidentiality requirement shall be maintained for the entire duration of the execution of the Purchase Order and for a period of not less than five (5) years following the supply.

15. EXPORT, COMMERCIAL CREDITS AND COMPENSATION.

When the Purchase Order covers products in which imported materials are used, whose import is covered by tax benefits, and in case such Products are used by FWD for purposes of transformation or incorporation

in products to be manufactured and exported by it, Supplier shall assign and/or transfer to FWD the advantages arising from the tax benefits related to the imported and supplied products.

16. TERMINATION

16.1 FWD may terminate its purchase obligations under an Order, in whole or in part, at any time by sending written notice of termination to the Supplier with a period of notice of not less than 30 days.

16.2 In the event of non-compliance with any contractual obligations, the contractual instrument may be terminated, as of right and without any additional formality, at the sole discretion of the party in compliance, who will send the defaulting party written notice to that effect. In this case, the termination shall occur after 8 (eight) days from the receipt of the registered letter with proof of receipt, remaining without effect in whole or in part during such period, without prejudice to the right of the defaulting party to request the competent compensation.

16.3 The Purchase Order may also be terminated, automatically and without any additional formality, in the following cases:

- a) By force majeure;
- b) In case of Supplier's insolvency;
- c) if it becomes evident, at any time, that Supplier has not started in due time the execution of the Purchase Order or has failed to take the necessary measures to enable its exact fulfilment within the deadlines and other established conditions;
- d) if it comes to FWD's knowledge the improper use of material of its property, protected or not by the laws for the protection of intellectual / industrial property.

17. PENALTIES

The breach by Supplier of any clause or condition of these General Conditions, of the respective Purchase Order and/or of the legal rule in force applicable to the Product will oblige Supplier to pay a contractual penalty in the amount of 1% (one per cent) per day, limited to 15% (fifteen per cent) on the value of the respective Purchase Order, without prejudice to the compensation that is due as damages suffered by FWD and to the application of any other penalties and provisions contained in these General Conditions, in the respective Purchase Order and/or in the law.

18. GENERAL CONDITIONS

18.1 The Supplier declares that it has all the necessary authorisations and licences required to comply with these General Conditions of Supply.

18.2 The Supplier also declares that all requirements of Portuguese, European and other applicable laws and regulations for the fulfilment of the General Delivery Conditions will be regularly complied with.

18.3 The Supplier shall be solely liable for claims or damages in any manner whatsoever arising from actions or inadequacies of the Product to the provisions hereof. The Supplier shall hold FWD harmless from any liabilities, claims and damages arising from the Supply hereunder.

18.4 If FWD shall be sued as a result of any act or fault attributable to the Supplier, the Supplier shall substitute FWD in the action and indemnify FWD or its affiliates from any sums paid in this respect.

18.5 The SUPPLIER undertakes to notify FWD in writing if it becomes aware of any conduct or conflict of interest situation that may affect the existing business relationship with FWD or that may cause it harm.

18.6 It is expressly stipulated that if FWD is assessed, notified, or even convicted due to the failure to comply in due time with any obligation attributable to the SUPPLIER or its subcontractors, originating from this Instrument, whether of a fiscal, civil, criminal or any other nature, the SUPPLIER will provide all the bonds and guarantees ordered during the procedural steps, whether in first or second instance, as well as must cover all the costs and expenses necessary for the progress of the case, including expert and attorney's fees, already set at 20% of the value given to the cause.

18.7 Failure to apply the penalties provided herein, as well as failure to exercise any right granted to the parties, shall be deemed acts of mere tolerance and shall not imply novation or waiver of right, and the parties may exercise them at any time.

18.8 The nullity or annulment of any provision of this Agreement shall not imply the nullity or annulment of the other provisions, which shall remain in force, unless expressly annulled by a court decision.

18.9 APPLICABLE LAW AND JURISDICTION

Only Portuguese law shall apply to the interpretation and execution of these General Supply Conditions. In the event of any dispute arising out of this instrument or supply, the competent court is the Judicial Court of the District of Porto, with express waiver of any other.

VILA NOVA DE GAIA, JANUARY 2023