

## **GENERAL TERMS AND CONDITIONS OF SALE**

All products and/or services supplied by FWD, S.A., including products and/or services purchased through a representative, are subject to the following general terms and conditions of sale.

No terms or conditions of sale other than those set out in this document shall be binding on FWD, S.A. unless agreed in writing by an authorised representative.

### **1. QUOTATIONS**

All drawings, specifications, notes or other documents delivered with a quotation provided by FWD, S.A., shall be considered an integral part thereof. All quotations expire after 30 (thirty) days from the date of issue, unless expressly stated otherwise.

Any quotation provided by FWD, S.A. or its representative shall not be construed in isolation as constituting an offer to the purchaser and shall only become binding on FWD, S.A. once the order has been accepted, subject to these general terms and conditions of sale.

The purchase of any product by the buyer under the terms of this document shall be deemed final acceptance of its contents.

### **2. ORDER MODIFICATIONS AND CHANGES**

Requests for order modifications must be made in writing by the purchaser and will not bind FWD, S.A. unless formally agreed upon by an authorised representative of FWD, S.A. No other entity, including authorised distributors, resellers, integrators, agents, representatives, agents or representatives of FWD, S.A., shall be bound by these terms and conditions of sale. FWD, S.A. reserves the right to make improvements, modifications or partial replacements to any products, notwithstanding any specific provision of a quotation, provided that such modification or replacement maintains or contributes to the improvement of the product's overall performance.

### **3. PAYMENT AND CURRENCY**

All invoices are issued after the order has been placed. The respective payment must be made 50% on the date of acceptance of the order and 50% before the date of dispatch of the products, unless otherwise indicated in writing by an authorised representative of FWD, S.A. All fractional amounts must be paid in the currency specified on the corresponding invoice.

### **4. CUSTOMS DUTIES, FEES AND TAXES**

Prices do not include any customs duties, fees, value-added taxes or other taxes, unless expressly stated in the quotation. Any taxes (including, without limitation, withholding taxes, value added taxes or other taxes), customs duties and brokerage fees applicable to amounts owed by the buyer, including any amounts (and applicable interest) charged on account, are the sole responsibility of the buyer.

## **5. DELIVERY AND RISK OF LOSS**

Delivery dates indicated in quotations are estimates and are based on conditions at the time of quotation.

The cost associated with the delivery of products shall be borne by the purchaser, and FWD, S.A. shall not be obliged to deliver them free of charge, subject to any exceptions.

The costs associated with customs clearance of products are the responsibility of the buyer.

Delivery of the products to a carrier is equivalent to delivery to the buyer, and any risk of loss of products is transferred to the buyer at this point. Possession of the products will only belong to the buyer once full payment has been made for the products supplied. These may only be resold to third parties in the normal course of the buyer's business, but until payment in full, the buyer may not pledge or otherwise encumber the products.

The buyer undertakes to immediately notify FWD, S.A. of: (i) any seizure or attachment of the products by its creditors; (ii) any petition for bankruptcy, insolvency, receivership or similar proceedings filed against the buyer; or (iii) any agreement entered into for the benefit of the buyer's creditors.

## **6. RETURNS**

The return of products implies a minimum devaluation of thirty per cent (30%) of the sale price. Freight and any return fees are the responsibility of the buyer. The buyer is not permitted to return products that have been cut, modified or altered in any way by FWD, S.A. or the customer without first obtaining prior written approval from FWD, S.A. Products must be subject to inspection by FWD, S.A. prior to any repair, replacement or refund (if any) to the buyer. If FWD, S.A. determines that the returned product is not defective, the buyer agrees to pay FWD, S.A. reasonable costs for inspection and testing and FWD, S.A. may reship the product at the buyer's risk.

## **7. RMA RETURN MATERIAL AUTHORISATION**

A Return Material Authorisation number must be obtained by the buyer from FWD, S.A. before returning any product. Failure to do so will result in the product being returned to the buyer at their own risk. Failure to return the products within 30 days of the date of the RMA means full acceptance of the products and withdrawal of the return request.

## **8. WARRANTY**

FWD, S.A. warrants that the products delivered to the buyer are free from defects in material and workmanship, for normal and proper use, in accordance with FWD, S.A.'s written specifications for the products supplied.

Therefore, from the date of delivery, it undertakes to guarantee:

- A period of three years for profiles, in the event of discolouration due to manufacturing faults;
- A three-year period for fittings, in the event of breakage due to manufacturing faults;
- A three-year period for adjustments to windows that do not open or close properly;
- A three-year period for double or triple glazing;
- A period of three years for toughened/laminated glass.

These guarantees are subject to the limitations and exclusions referred to in section 13, which will be provided to the buyer with the written quotation sent prior to the respective order or together with specifications published by FWD, S.A. for the product in question.

## **9. WARRANTY CLAIMS**

Claims outside the warranty period are not permitted and must be submitted in writing within 30 (thirty) days from the date of discovery (actual or reasonably supposed) of the event causing the claim.

## **10. TRANSPORT FOR REPAIRS UNDER WARRANTY**

Transport and associated costs are the responsibility of FWD, S.A., provided that they are carried out within the warranty period corresponding to the product, and provided that the warranty claim is considered valid by FWD, S.A.

## **11. OUT-OF-WARRANTY REPAIRS**

The purchaser shall bear the costs of repairs or replacement of the product outside the warranty period at the prevailing FWD S.A. prices.

## **12. WARRANTY REPAIRS OR REPLACEMENT**

All warranty repairs are carried out at FWD S.A. premises.

FWD, S.A. will repair or replace any product that is defective during the warranty period due to faulty workmanship and/or materials, and will refund the purchase price [upon return of the product], provided that the purchaser has reported such defect to FWD, S.A., and after inspection, FWD, S.A. considers such product to be defective within the scope of this warranty.

## **13. WARRANTY LIMITATIONS**

The provisions of the preceding paragraph and section 8 shall constitute the sole remedial obligations to purchasers by FWD, S.A. No agreement varying or extending the terms of the warranty and its limitations shall be binding on FWD, S.A. unless it is in writing and signed by an officer authorised to sign it.

All warranties will cease immediately when, at its sole discretion, FWD, S.A. determines that:

- The products have been subject to unauthorised modification;
- The products have been subject to misuse, abuse, negligence, alteration or negligence in use, storage, transport or faulty handling.

The Guarantee is not valid and, consequently, cannot be activated in situations of:

- Spontaneous glass breakages occurring before, during and/or after assembly on site, as these are not covered by defect situations under legal terms.
- Break-ins, assault, violence and public and/or private disorder, events of force majeure;
- Negligence and/or carelessness or lack of recommended maintenance or misuse by the Customer and/or third parties [regardless of the cause of such behaviour].

The guarantee covers defects involving reduced visibility, deformation or condensation on the inside of the glass and all manufacturing defects resulting in condensation or dust deposits on the inside of the camera.

In addition to the warranties provided for in section 8, FWD, S.A. is not bound by any other warranties, express or implied, written or oral, resulting from law, contract or commercial use, in relation to the products supplied or any others in connection therewith, or by its authorised representatives.

FWD, S.A. is not responsible for quality, durability or fitness for a particular purpose. In this regard, the products are not designed for use in fail-safe performance environments (i.e.

operation of nuclear facilities, aircraft, navigation or communication systems, air traffic, control, direct life support or diagnostic machines, machinery or weapons systems), which could cause death, personal injury or serious physical or environmental damage, even if it has provided any advice, consultation or services with respect thereto.

No information contained in any promotional material, drawings, specifications, notes or other data should be regarded as a condition or guarantee as to the performance or suitability of the product for a particular use or application.

FWD, S.A. makes no warranty that the products will meet any or all of the purchasers' specific requirements, or that all errors or defects in the products can be determined or corrected.

FWD, S.A. does not provide any guarantee for third party products or any type of services.

#### **14. EXCLUSION OF LIABILITY**

FWD, S.A. shall not be liable for defects in products or delays caused, directly or indirectly, by force majeure; war; force of arms; fire; the elements; riot; labour disputes; picketing or other labour controversies; sabotage; civil unrest; accidents; any government action or inaction, prohibition or regulation (including, without limitation, import/export restrictions); delays or failures in transport by third parties; shortage, breakdown or inability to obtain any labour, material or equipment used in the manufacture of the products covered by this contract; failure of the Internet (including ISPs), or any cause beyond the control of FWD, S. A. which has effects similar or different to those listed.

FWD, S.A. shall immediately notify the Buyer of the occurrence of any such contingency and the anticipated effect on the manufacture and delivery of the products.

FWD, S.A. shall not be liable to the purchaser or any third party for any loss of profits, damage to data, loss of time or use of the products, cost of recovery of products or data, cost of the products or services, third party claims or other economic or commercial loss, damage to property or environmental damage or for any direct, indirect, incidental, special, punitive, exemplary or consequential damages caused directly or indirectly by the use of its products, its liability being solely and exclusively those described in the clauses above.

#### **15. NO AUTHORITY TO CONTRACT**

The buyer recognises and agrees that no party other than FWD, S.A., including but not limited to any representative, has the authority to bind it to the provision of guarantees, to incur any responsibilities, obligations or commitments on its own behalf. Likewise, the Buyer shall not

provide any guarantees or assume any responsibilities, obligations or commitments to third parties on behalf of FWD. S.A.

#### **16. BASIS OF BUSINESS**

The warranty, limited liability and repair parameters defined in this document are the main elements of the agreement between the buyer and FWD, S.A., with the buyer recognising and accepting that the limitations imposed herein by FWD, S.A. are competitive in terms of the quality of the products and services.

#### **17. SEVERABILITY AND WAIVER**

In the event that any provision of these GENERAL TERMS AND CONDITIONS OF SALE is deemed unlawful or unenforceable, such provision shall be deemed severed from these terms, with the remainder remaining in full force and effect. No right of either party set forth in these terms shall be affected by any prior course of dealing, waiver, delay, omission or forbearance of either party.

#### **18. APPLICABLE LAW**

These GENERAL TERMS AND CONDITIONS OF SALE and the commercialisation of products by FWD, S.A. shall be governed by and construed in accordance with the laws of Portugal. Each party consents and submits to the exclusive jurisdiction of the courts of Oporto, Portugal.

#### **19. TRANSFER**

The purchaser may not assign any of its rights or interests in this contract to a third party without the prior written consent of FWD S.A. Any attempted or purported assignment of such rights or interests without the prior written consent of FWD S.A. shall be null and void.

Vila Nova de Gaia, May 2024