General Terms and Conditions of Sale

Clause One - General Aspects

1. These general terms and conditions of sale ("GTC") shall apply to (i) all offers, proposals, estimates, and quotations ("Offers") and Order Confirmations issued by Pradecon - Construções Metálicas, S.A. ("Supplier") and (ii) all Agreements entered into between the Supplier and the Customer. The Supplier shall only accept Purchase Orders for any products or services subject to these Terms and Conditions of Sale.
2. "**Order Confirmation**" means the Supplier's written confirmation of the sale or supply to the Customer of the products and/or services described therein. "**Purchase Order**" means the written or oral order placed by the Customer for the purchase of any products or services from the Supplier.
3. An agreement shall only be formed upon the Customer's acceptance of an Order Confirmation ("Agreement").
4. The Supplier may withdraw any offer or quotation at any time until an Agreement has been established between the Supplier and the Customer.
5. By entering into the Agreement, the Customer accepts that these GTC are an integral part thereof, prevailing over any different terms or conditions stipulated or referred to by the Customer, except for those explicitly stated in writing in offers, estimates, quotations issued by the Supplier, or in the Order Confirmation.
6. The Supplier may modify these GTC at any time by providing the Customer with prior written notice within a reasonable period.

Clause Two - Prices

1. All prices presented by the Supplier are subject to change at any time without prior notice, particularly to reflect any increase in the Supplier's costs due to abnormal and unexpected fluctuations in raw material prices, transportation costs, or the imposition or collection of import duties, taxes, and charges by any governmental authority.
2. All prices and invoices exclude taxes, fees, packaging, or transportation charges and are based on "Ex Works" delivery, in accordance with Incoterms 2020.

Clause Three - Payment Terms

1. All payments shall be made in accordance with the Offer or Order Confirmation.
2. Unless expressly stated otherwise in the Offer or Order Confirmation, payment for the products and/or services shall be made as follows: 30% upon the Customer's acceptance of the Order Confirmation ("Advance Payment") and the remaining balance within 30 days from each partial or total delivery of the products and/or services.
3. The Supplier may charge interest on overdue payments at the applicable legal rate plus 3% per annum, from the due date until full settlement. The Customer shall also be liable for all judicial and extrajudicial costs incurred in recovering outstanding amounts. This provision does not affect any other rights of the Supplier provided by law or under the Agreement.
4. Ownership of the products shall only transfer to the Customer upon full payment of the corresponding price and all other amounts due to the Supplier.

Clause Four - Production

1. Production of the products supplied by the Supplier shall commence upon the conclusion of the Agreement and receipt of the Advance Payment.
2. Any delay in the Advance Payment and/or any modification of product specifications requested by the Customer after the Agreement has been concluded may be subject to price and delivery condition adjustments.
3. By entering into the Agreement, the Customer confirms that they had the opportunity to review the structural calculations presented by the Supplier in advance and to raise any possible errors and/or omissions, thereby accepting them without reservations.
4. The products supplied by the Supplier are manufactured according to the technical specifications requested by the Customer, considering industry best practices, the characteristics of the modules (i.e., their dimensions and load-bearing capacity), the conditions of the installation site, as well as 3D models developed using Autodesk® Robot Structural Analysis finite element software or similar, where, unless stated otherwise, structural elements are simulated as bar elements and a minimum bar division of 10 nodes is considered, with piles fixed to the ground.

Clause Five - Deliveries

1. The Incoterms 2020 and their subsequent modifications published by the International Chamber of Commerce, along with any specific product delivery conditions stated in the Offer or Order Confirmation, shall apply to all deliveries made under the Agreement. In case of conflict between the Incoterms and any provisions of the Agreement, the latter shall prevail.
2. The Supplier shall use its best efforts to deliver the products and/or services on the date stipulated in the Offer or Order Confirmation but shall not be held liable for any delay for any reason. The Supplier may make partial deliveries.
3. The Supplier's weights and measurements shall apply unless proven otherwise.
4. The Customer undertakes to inspect the quality and quantity of the products and/or services immediately upon their delivery by the Supplier.

Clause Six - Risk

Risk of loss or damage to the products shall transfer to the Customer upon their delivery by the Supplier.

Clause Seven - Technical Information

1. Any technical advice or assistance provided by the Supplier to the Customer regarding the selection or use of a product or service under these GTC or the Agreement shall be given and accepted at the Customer's sole risk, and the Supplier shall not be responsible for the use of such advice or assistance or for the results derived therefrom.
2. Any descriptions, drawings, photographs, illustrations, or technical data included in advertising or technical materials issued by the Supplier are subject to change without prior notice and shall not be considered sales specifications, excerpts, or supplements thereto.

Clause Eight - Claims and Warranty

1. Any claims shall be made in accordance with the warranty attached to the Agreement.
2. The Supplier makes no other representations or warranties, express or implied, regarding the products or services beyond those stipulated in the warranty attached to the Agreement.
3. The Supplier's liability for any defects in supplied products and/or services is limited to the provisions set forth in the warranty attached to the Agreement.

Clause Nine - Force Majeure

The Supplier shall not be liable for any delay or failure to perform any obligation under the Agreement if such delay or failure results from an event beyond the Supplier's control, including but not limited to (i) natural disasters such as fires, floods, earthquakes, acts of war, terrorism, epidemics, pandemics, strikes, and labor disturbances, unavailability or shortage of raw materials or auxiliary materials, transportation issues, or in cases where the Supplier is not the manufacturer of the supplied products, the manufacturer's failure to supply the product or any unforeseen modifications by the manufacturer not anticipated by the Supplier at the time of the Offer or Order Confirmation.

Clause Ten - Copyrights

1. All copyrights related to works created under the Agreement ("Copyrights") shall be the exclusive property of the Supplier.
2. The Supplier grants the Customer a non-exclusive, worldwide, royalty-free license to use and reproduce the Copyrights for the purposes specified in the Agreement.
3. The Customer agrees not to use the Copyrights in any way that infringes the Supplier's copyright, including but not limited to reproduction, distribution, or modification without prior authorization.
4. This clause shall remain in force indefinitely after the termination of the Agreement.

Clause Eleven - Confidentiality

Any technical, commercial, economic, or other business-related information of the Supplier that is disclosed to the Customer, including but not limited to formulas, prices, product specifications, drawings, plans, services, programs, processes, products, costs, operations, and clients, which may become known to the Customer, its affiliates, employees, or representatives in the course of performing the Agreement, shall be considered and treated as confidential information owned by the Supplier and may not be used by the Customer, except for the benefit of the Supplier in performing the Agreement; and shall not be disclosed to third parties, including public entities and other organizations, during or after the term of the Agreement, unless with the prior written consent of the Supplier or in strict compliance with a legal obligation or judicial or arbitral decision. Any information provided by the Supplier to the Customer shall be returned to the Supplier immediately upon its request or upon termination of the Agreement.

Clause Twelve - Agreement Termination

The Supplier may immediately terminate the Agreement if the Customer (i) files for or is presented with insolvency, any process of debt restructuring or revitalization is initiated, or is subject to seizure, attachment, or any other judicial measure for the confiscation of assets or rights, (ii) enters into dissolution, (iii) experiences a significant deterioration in its financial condition and credit rating, or (iv) there is a significant change in its management and organization that, in the reasonable opinion of the Supplier, jeopardizes the performance of the Agreement.

Clause Thirteen - Governing Law and Jurisdiction

These GTC shall be governed by Portuguese law. Any disputes shall be submitted to the competent courts of Porto, with the 1980 UN Convention on Contracts for the International Sale of Goods expressly excluded.