

STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

- 1.1. The supplies and services provided by Indutora Energia, Lda. will be delivered in accordance with the GENERAL CONDITIONS OF SALE and they will be subject to the Customer's full acceptance of the terms and conditions specified herein.
- 1.2. The undersigning of any proposal submitted by Indutora Energia, Lda. implies acceptance of the GENERAL CONDITIONS OF SALE, which will be deemed as "accepted" when the proposal is awarded.
- 1.3. The deadlines established in the proposals are subject to reservations in the event of supervening difficulties in obtaining raw materials and/or other production factors. The contractor awarded the proposal is responsible for the clearing, in a timely manner, of materials and/or activities from work sites that hinder the work of Indutora Energia, Lda., as well as completion of all works prior to those which were contracted to Indutora Energia, Lda.
- 1.4. The literature that accompanies the proposals from Indutora and any indications contained therein is for informational purposes and only becomes binding once the customer has accepted and confirmed the order.
- 1.5. Any documents or studies supplied by Indutora Energia, Lda., which are its exclusive property, may not, under penalty, be used and/or transmitted to third parties without prior authorisation.
- 1.6. Returns and/or repossession of material will only be accepted by way of exception and duly substantiated.
- 1.7. Any complaints will only be considered if made in writing and within 15 days of delivery of the material and/or performance of the service.
- 1.8. Works that are not the subject of a prior proposal will be quoted in accordance with the work implementation tables at Indutora Energia, Lda. under the Direct Administration and/or Technical Assistance Framework in force at the time of their performance. The request for these projects presupposes knowledge and acceptance of the GENERAL CONDITIONS OF SALE.
- 1.9. The customer's signature or sending of an e-mail on behalf of the customer presupposes acceptance and approval of the works described in the contract.
- 1.10. All materials and/or equipment supplied and/or applied by Indutora Energia, Lda. will remain its property until they have been paid for in full.

2. COMMERCIAL CONDITIONS

- 2.1. The sales prices to be applied are those established in current price lists on the date of supply, even if they refer to orders placed before that date, or sales prices indicated in specific proposals and with referenced validity periods, and these prices are dependent upon acceptance of these general terms and conditions of sale.
- 2.2. The prices quoted and contained in the proposals are binding for the period defined in the aforementioned document, unless otherwise indicated, after which they are subject to any change.
- 2.3. Credit facility disbursements can only be made once Indutora Energia, Lda. has confirmed that the respective credit facility has been opened. To open a credit facility, the Customer must request it by sending an e-mail to geral@indutora.pt. Once Indutora Energia, Lda. has agreed to open the current account on credit, an initial credit limit and payment deadline will be established. Indutora Energia, Lda. may suspend the disbursement and/or change the established credit limit without prior notice.
- 2.4. Information on Prices for services provided can be found in the current Price Tables for the Provision of Direct Administration Services and Technical Assistance Services.
- 2.5. Indutora Energia, Lda. will not be liable for costs and expenses related to the uninstallation and reinstallation of supplies or their reassignment to customers, even in situations where products are proven to be defective by manufacturers, whether or not they benefit from the manufacturer's warranty period.

3. DEADLINES

- 3.1. The works will be implemented as agreed upon with the customer and in conjunction with the other contractors involved. Liability for any potential delays as a consequence of delays by other contractors and/or other reasons beyond the control of Indutora Energia, Lda. cannot be attributed to Indutora Energia, Lda. If, for this reason, measures are required to make up for delays, the corresponding costs will be duly accounted for, invoiced and charged to the customer.
- 3.2. Any delays in the delivery of equipment by suppliers of Indutora Energia, Lda. will not be grounds for any claim of compensation or exception of non-compliance with the agreed-upon conditions.
- 3.3. If the Customer modifies the order, Indutora Energia, Lda. will be released from the agreed-upon deadlines for its implementation.
- 3.4. If cancellation of the Order by the Customer is not due to a breach of duty by Indutora Energia, Lda., the latter will charge 50% of the total Order amount if notified 30 days in advance of the delivery date and 80% of the total Order amount if notified less than the aforementioned 30 days in advance.
- 3.5. The delivery date must be agreed upon between the Parties and, unless otherwise specified in the proposal, the delivery date is provided for guidance only. A delay in delivery must not, under any circumstances, be grounds for cancellation of the Order.
- 3.6. The stipulations above do not constitute grounds for termination of the contract agreed upon between the parties.

4. GUARANTEES AND RETURNS

- 4.1. The materials used will be guaranteed by their respective manufacturers. The other warranty conditions from this proposal are those established under current legislation.
- 4.2. Returns will only be accepted with the prior consent of Indutora Energia, Lda. and following a written request from the Customer, via e-mail, which states the reasons for the return. The Cost of return transportation is borne by the Customer.
- 4.3. Returns of materials/products that have been modified or ordered specifically for the Customer are not accepted.
- 4.4. Returns of material will only be considered up to 15 days from the date on the document that caused them to exit our warehouses

and provided that they are in the same condition as when they were delivered, both in terms of the item and the packaging.

5. PAYMENT TERMS

- 5.1. Unless otherwise agreed in writing when the customer accepts and confirms the order, the method of payment will be defined in the proposal.
- 5.2. If the invoices or equivalent documents are not paid within 15 days following the agreed-upon payment deadline, since these payments are pending settlement Indutora Energia, Lda. reserves the right to take appropriate legal action to collect them.
- 5.3. Indutora Energia, Lda. does not accept means of payment that are subject to financial or other charges.
- 5.4. Failure to comply with the established payment deadlines will result in late payment interest being charged at the legal rate in force in accordance with Decree-Law no. 62/2013, of 10 May. Interest is charged from the due date until the date of actual and full payment.
- 5.5. All discounts stated on invoices will only be valid for payments made within the agreed period, as indicated in the Due Date field.
- 5.6. The initial current account conditions may be revised based on their periodic analysis.

6. HEALTH AND SAFETY

- 6.1. Indutora Energia, Lda. promotes and ensures compliance with good occupational Health and Safety practices by assuming the commitment towards continuous improvement, making available all types of conditions to the Customer for this purpose.

7. EXCLUSION OF LIABILITY

- 7.1. Indutora Energia, Lda. will not be liable for any damages or loss of profits arising from the use of equipment, nor for losses resulting from breakdowns, regardless of their nature (namely, those costs related to the suspension of work).
- 7.2. Indutora Energia, Lda. will not be liable for repair and assistance services or the supply and replacement of parts, caused by acts of God or force majeure, namely fires or floods, or by negligence, deliberate acts or incorrect use of the equipment by the customer, its employees, representatives or third parties, or resulting from repairs carried out by persons and/or companies other than Indutora Energia, Lda. or those duly authorised by Indutora Energia Lda.

8. DISPUTE RESOLUTION

- 8.1. In the event of a dispute, the competent jurisdiction will be the Judicial District Court of Funchal, expressly waiving any other.

9. PROTECTION AND SECURITY OF PERSONAL DATA

- 9.1. Within the scope of performing the Contract, Indutora Energia, Lda., in its capacity as data controller, is obligated to process the personal data of the Customer and its staff, namely in the context of order management, deliveries, after-sales service, or in the context of its accounting and financial management.
- 9.2. In any case and whatever the nature of the processing of personal data, Indutora Energia, Lda. undertakes
 - (i) to comply with the applicable data protection regulations and, in particular, REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016;
 - (ii) to implement and maintain appropriate technical and organisational measures to ensure the security of the data processed.

10. FORCE MAJEURE

- 10.1. Any event that prevents one of the Parties from performing all or part of its obligations, which is beyond the control of the Parties, and could not reasonably have been foreseen at the time of placing the Order and the effects of which cannot be avoided by appropriate measures, is considered a case of force majeure thereby preventing the affected Party from fulfilling its obligations.
- 10.2. The following cases are expressly considered force majeure by the Parties: strike, pandemic, epidemic, state of war, requisition of means of production by a public authority, fire, flood or other climatic event, disruption of transportation, disruption of the supply chain of raw materials or energy sources and, in general, any event that leads to the total or partial suspension of the activities of Indutora Energia, Lda. or its suppliers or carriers. Upon confirmation of a case of force majeure, this must be reported to the counterparty by the party invoking it without delay, so that the former may not subsequently claim penalties for late payment, damages or modifications to the terms of payment. The Parties must then jointly agree on how to proceed with the Order and how to make adjustments vis-à-vis the event of force majeure.

Funchal, 1 January 2025

The Management