

GENERAL CONDITIONS OF SALE

I – Introduction

- 1 All orders underwritten and accepted by CUDELL - Outdoor Solutions, S.A. (CUDELL) implies the Customer's acceptance of these conditions of sale, which prevail over all orders provisions or correspondence from the Customer contrary to those contained in these General Conditions of Sale, unless accepted by CUDELL in writing, except as provided by law.
- 2 The sale of goods by CUDELL is subject to the inclusion of these General Conditions of Sale in individual contracts and their acceptance by the Customer, therefore assuming its careful reading, understanding and prior acceptance. CUDELL is prepared to clarify all doubts submitted to it on its meaning.
- 3 All orders addressed to CUDELL are considered underwritten and accepted, except for severe and justified reasons, always subject to CUDELL's acceptance, as described below in chapter XI.

II – Prices

- 1 CUDELL's prices are considered net strictly for material present in its warehouses. Such material is transported at customer's own risk.
- 2 Shipment fees will be added to the net prices, and may include, namely, transportation, insurance and customs fees.
- 3 The net price agreed shall be subject to Value Added Tax (VAT) at the applicable rate in force on the date of the sale, or to any other tax which, under the terms of the law, is or may become due to the State.
- 4 Prices may be changed by CUDELL, at any time, without need for prior notice.

III – Delivery Time

- 1 Except when expressly informed by CUDELL, the lead times are provided as mere indication, not being therefore essential for the compliance of the contractual obligation.
- 2 For such reason, the failure of merely indicative lead times will not justify the cancellation of the order by the Customer, nor constitute grounds for any claim of compensation from CUDELL.
- 3 Similarly, CUDELL declines any responsibility for the delay or late supply of goods, when this results from cases of force majeure or occasional cases not caused by any wilful act or gross negligence of CUDELL, which prevent the manufacturing of materials at their origin, their shipment or delivery in Portugal, and also in situations unexpected and not attributable to CUDELL, such as strikes, fire, floods, severe accidents with materials or tools, wars, epidemics, acts of vandalism, sabotage, terrorism, interruption in transportation or abnormal weather conditions.

IV – Reservation of Ownership

- 1 All sales on credit are made under reservation of ownership of the goods sold in favour of CUDELL, until full payment of the corresponding price.

V – Warranties and warranty exclusions on products adequacy

- 1 CUDELL ensures the functioning of the goods supplied against all manufacturing defects, for a period of 1 (one) year counting from the date of actual delivery of the goods to the Customer.
- 2 However, whenever mandatory law may impose a larger period of warranty, the validity period will be that imposed by law.
- 3 If the goods are not picked up immediately by reason attributable to the Customer, the period shall run from the date of issuance of the corresponding invoice or written information of availability for delivery of such goods.
- 4 The warranty provided in the preceding paragraph is not applicable to replacements and repairs resulting from normal wear and tear of the material, deterioration or damages resulting from negligent use, lack of supervision, maintenance or faulty use, as well as of the use of products under extreme conditions and out of those conditions considered normal and, as well, of a use of the products different from the purpose for which those were manufactured or sold. It is also non-applicable if the Customer interfere with the equipment, by repairing or attempting to repair it in any way or for any other purpose.
- 5 All products traded by CUDELL require human surveillance and CUDELL assumes no responsibility for any damage caused by its absence. This kind of possible damages cannot be attributed to Cudell Outdoor Solutions.
- 6 In order to analyse the warranty, the goods must be delivered to one of CUDELL's shops at Customer's own expense and risk, along with the proof of purchase and the malfunction report fully completed and signed by the Customer. When in absence of these two documents, the complaint and the goods will not be accepted by CUDELL.
- 7 The existence of a defect must be recognized by CUDELL's technical services and/or manufacturers within a maximum of 30 days. In the event of a defect, the Customer shall be entitled to all rights provided by law, namely the right to repair or substitution of the defective product, which he may exercise, without any additional charges, within the warranty period provided for above.
- 8 To exercise the rights granted under this Clause, the Customer must report the lack of conformity to the email address pos-venda@cudelloutdoor.pt or by registered letter with acknowledgement of receipt within 30 days counting from the date when the defect was detected.
- 9 The parts to be replaced, under the terms of the above mentioned warranty, must be returned to CUDELL.
- 10 CUDELL is not responsible for the consequences of the inoperability of the equipment in which the component to be repaired or replaced under the warranty is integrated, nor does it accept responsibility that may eventually accrue to the Customer due to the lack of such equipment, including breaks in production, penalties charged for delays or any other reasons resulting from the lack of the equipment during the repair or replacement under the warranty, except as provided by law.
- 11 CUDELL does not grant any warranty nor does it respond for the lack of adequacy of the products for purposes intended by the Customer which do not correspond to the use those were designed for.
- 12 The Customer is the sole responsible for the use and/or installation of the products, as well as for their adequate storage and/or treatment at such installation, therefore CUDELL, its directors, workers, agents or subcontractors will not be held responsible for any costs, fees, damages, complaints, expenses and procedures, including, but not limited to, those concerning damages resulting from a bad/incorrect use and/or installation and/or storage of the products.
- 13 Once the equipment is available for collection after the repair, the Customer shall be informed by registered letter with acknowledgement of receipt or, alternatively, using a form of communication which may guarantee its reception with a confirmation message sent to the sender by the recipient, to go to the store in order to collect the item within 30 days counting from the date of receipt of the above mentioned letter. If by the end of such period the Customer does not collect the equipment, CUDELL will no longer be responsible for it, and must not be required to keep it or comply with any obligations towards it, therefore CUDELL will be entitled to deliver the equipment to a charity institution, destroy it or sell it, using the revenue to pay for any repair and/or storage costs.

VI – Technical Assistance

- 1 Except for the rights of the Customer, during the above mentioned warranty period, any technical assistance or services provided by CUDELL must be paid by the Customer.
- 2 Except for the rights of the Customer, during the above mentioned warranty period, any material requiring substitution or repair must be delivered to the Irrigation Shops of CUDELL at Customer's expense.
- 3 The Customer which requests technical assistance or supervision by CUDELL and makes available its employees or personnel to the latter, whether these are subcontracted or temporary workmen and remunerated by the Customer, in order to support technical works, will be required to have, related to them, valid insurance contracts for labour accidents, as well as observe applicable safety standards.
- 4 CUDELL is not responsible for the consequences of the inoperability of the equipment where the component to be repaired or replaced is integrated, nor does it accept responsibility that may eventually accrue to the Customer due to the lack of such equipment, including breaks in production, penalties charged for delays or any other reasons resulting from the lack of the equipment during the repair or replacement, except as provided by law.
- 5 The Customer also undertakes to respect the norms of environmental law, health, hygiene and safety in force.

VII – Studies, Projects and Intellectual and Industrial Property Rights

All studies, drawings, designs and documents, of any nature whatsoever, provided by CUDELL to the Customer, are of its property, being the owner of all their existing intellectual and industrial property rights, and the Customer can not reveal them to third parties or use them for any other purpose than that assigned to them by CUDELL, without obtaining its prior written consent, and such studies, drawings, designs and documents are to be returned to CUDELL as soon as it requests them from the Customer in writing.

VIII – Credit

- 1 Supplies on credit will only be made after the Customer has requested to open a current account and provided the necessary elements of identification, as well as all information requested for review and approval by the credit insurance and the credit control services of CUDELL.
- 2 The credit limit is the maximum value that the amount of supplies awaiting payment may reach, including responsibility for dated checks, which only after actual payment will be considered settled. The credit limit assigned is conveyed to the Customer.
- 3 Should the Customer not comply, isolated or repeatedly, with the agreed payment deadlines and conditions, or have reached the established limit of credit, supplies shall be automatically suspended, and the credit will be immediately blocked in CUDELL's computer system.

- 4 The purchase and sale contract shall not be considered functional or otherwise linked to the credit agreement, being independent of each other.

IX – Payments

- 1 All invoices must be paid, except as provided by law, at CUDELL's head-office or through the available and informed means.
- 2 Should the payment be made in instalments, the lack of timely payment of one single instalment, by the Customer, determines the immediate maturity of the following instalments, without prejudice to mandatory law providing otherwise.
- 3 Failure to pay an invoice, in accordance with the conditions provided for by contract, grants CUDELL the capacity to immediately suspend any further deliveries on credit.
- 4 Should the Customer incur in delay in meeting any instalment, interest at the statutory commercial legal rate, plus a five percentage points penalty, shall be applied to the amount outstanding for the duration of the delay, which the parties agree upon, except in case of express legal provision otherwise.
- 5 For supplies of value equal or inferior to €100,00, payment must be made upon delivery of the products, whether or not the client has or not an assigned credit.

X – Transportation and reception of materials

- 1 Whichever may be their destination, the risk of deterioration or perishing is transferred to the Customer as soon as the goods are delivered at the Customer's facilities, at the chosen location or once he collects it from CUDELL's facilities, without prejudice to legal provisions on Customer rights during the warranty period.
- 2 The materials sold and sent to the Customer's facilities or to the place of his choice, will be transported at Customer's expense and risk.
- 3 The Customer is responsible for verifying and checking the good reception of the goods in his order, according to the following items:
 - Should there be visible damages upon receipt of the goods, he shall write down in the delivery slip, in the "Reserves" field, the corresponding anomaly and refuse the goods stating the reason for the refusal.
 - Should it be impossible to, using reasonable means, verify the exactness of the goods ordered in presence of the carrier, he shall write down in the delivery slip, in the "Reserves" field: "Goods subject to verification".
 - Once the delivery slip is received, the Customer shall inform of any anomalies in writing to the email address pos-venda@cudelloutdoor.pt within a maximum of 24 hours.
 - The non-compliance with the above mentioned conditions entails the non-acceptance of the complaint by CUDELL.

XI – Cancellation / return of orders

- 1 Without prejudice to provisions related to defects of the products sold, if the customer wishes to cancel or return an order he must always first inform and in writing CUDELL, which has the capacity to accept the corresponding cancellation or return.
- 2 Should CUDELL accept the corresponding cancellation or return, it will inform the Customer, in writing, about the conditions of acceptance of such request, but may, however, charge up to 20% of the total order as compensation for administrative expenses, as well as other costs related to the cancellation or return of the order.
- 3 CUDELL will not accept the cancellation, return or change goods, namely in the following situations:
 - a) The material is ordered exclusively for the Customer;
 - b) The material is not from stock and was purchased exclusively for the Customer;
 - c) The material was supplied over 15 (fifteen) days before;
 - d) The amount of the return of the product is inferior to €30;
 - e) The material has been used or shows signs of mishandling;
 - f) The material shows signs of bad packaging when it is received at CUDELL's facilities;
 - g) The package of the material was opened, damaged, or it is not kept in the original packaging;
 - h) The material was sold within a promotional catalogue or campaign;
 - i) The material does not come with the purchase document.

XII – Duty to inform

The Customer who may export, intend to export or resell the goods purchased from CUDELL to third parties in the United States of America, Canada or Mexico, must previously inform CUDELL of such intent of resale/export, so that CUDELL may confirm the sale of the goods under the terms of its insurance policy and, in turn, inform the Customer of such fact.

XIII – Information in accordance with the General Data Protection Regulation

- 1 By accepting CUDELL's General Conditions of Sale, the Customer grants his express consent for his personal data to be processed, accepting for his personal data to be collected automatically from forms, Customer admission files or other CUDELL printings he may have voluntarily completed, included and processed in a personal data file owned and of responsibility of CUDELL, with head office at Porto (Portugal) for the purposes of paragraph 2 of this Clause of CUDELL's General Conditions of Sale.
- 2 The purpose of collecting, processing and conveying these data to CUDELL is to send information and communication of its brands, about new products, services and projects of the company.
- 3 The Customer is always entitled to access his personal data, correct them, erase them or reject their use, as well as to revoke his consent on the use of his data for commercial or marketing purposes.
- 4 For the purpose of the provisions in the previous paragraph, the Customer may also request a full and updated list of all people Responsible for Processing his data, as well as exercise his rights of access, correction, cancellation and opposition to the processing of his personal data, as determined by the GDPR, needing only to convey his intent in writing, identifying the corresponding request to the email address gestao.rgpd@cudell.pt.

XIV – Communication between the parties

Written notifications addressed by CUDELL to the Customer shall be sent to the address indicated in the order, and CUDELL must be informed immediately of any change. Written notifications addressed by the Customer to CUDELL shall be addressed to its registered office. When registered, written communications of either party are considered received, unless proven otherwise, on the third day after dispatch, or the first following working day, if this is not one.

XV – Complaints

- 1 All complaints must be formalised in writing to the Customer Support Service through the email address pos-venda@cudelloutdoor.pt within a maximum of 30 days after issuance of the corresponding sale document and must contain all the necessary data for its settlement, namely complained document and all inherent proofs of the anomaly reported.
- 2 While handling the complaint, whenever the Customer Support Service may request additional information, and when in absence of a written response by the Customer within 5 days, the complaint will be automatically closed due to lack of data.

XV – Termination of the contract

- 1 The purchase and sale contract may be terminated by CUDELL, should the Customer fail to pay any of the instalments of the price it is obliged to pay.
- 2 In such situation, the Customer is obliged to return the material provided, within eight calendar days, counting from the date in which CUDELL communicates in writing its decision to terminate the contract, and shall reimburse CUDELL for any transportation costs and, also, for any losses suffered by the material in question. It will be CUDELL, after receiving the returned material, to verify its commercial value on that date, and also to calculate all costs and damages caused by the Customer's non-compliance, proceeding subsequently to the corresponding debit.

XVI – Jurisdiction and applicable law

- 1 The Court of Porto will have jurisdiction over resolving any matters arising from these general conditions, with express waiver of any other, without prejudice to mandatory law providing otherwise.
- 2 The law applicable to the sale and purchase contracts signed under the terms of these General Conditions of Sale is the Portuguese law.

XVII – Communication and information

- 1 These General Conditions of Sale are informed to the Customer by being inserted in the proposal, order confirmation or in the transportation and sale documents (delivery note and invoice).
- 2 Any questions the Customer may wish to see clarified concerning the terms of these General Conditions of Sale are to be addressed to CUDELL by letter sent to its registered office or by email to info-os@cudelloutdoor.pt.