

## GENERAL TERMS &amp; CONDITIONS OF SALE

## 1. INTERPRETATION

a) In these General Terms & Conditions of Sale the following definitions and rules shall apply:

Company means Indelague – Indústria Eléctrica de Águeda, S.A.;

Contract means together the Quotation, Order Acknowledgment and these General Terms & Conditions of Sale;

Goods mean any item of whatever nature sold or to be sold or supplied by the Company to the Purchaser including services;

Purchaser means the person, firm or corporate body which purchases or has agreed to purchase the Goods;

Incoterm means company would use Ex-work term on dispatch only. Any different terms would require confirmation by the Company in writing.

Quotation means the Company's priced offer to the Purchaser for Goods or services;

Order Acknowledgement means the Company's confirmation detailing the order placed by the Purchaser with the Company.

b) Words in the singular include the plural and in the plural include the singular.

c) A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

## 2. APPLICATION OF CONDITIONS

a) These General Terms & Conditions of Sale serve as a basis for all contracts on the delivery of goods and provision of services by Indelague – Indústria Eléctrica de Águeda, S.A. and its customers (Purchaser).

b) These General Terms & Conditions of Sale shall apply to and form part of every Contract entered into by the Company to the exclusion of all other terms and conditions (including any terms which the Purchaser purports to apply under any purchase order, confirmation of order, specification or other document).

c) Each purchase order or acceptance of a Quotation for Goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to purchase Goods subject to these conditions of sale.

d) Any Quotation is given on the basis that no Contract shall come into existence until the Company dispatches an Order Acknowledgement to the Purchaser.

## 3. CONCLUSION OF CONTRACT

a) All Company's quotations are without obligation and subject to confirmation.

b) The contract is considered concluded if after receiving the purchase order, the Company has sent a written confirmation of order or a delivery dispatch date to the Purchaser. Upon completion of contract, changes to the order are only possible with the approval of the Company and on the condition of indemnity.

c) The Company reserves the right to accept the order within a suitable acceptance period. The confirmation of receipt does not however constitute a binding acceptance of the order.

d) The Company reserves the right to decline an order, for example upon evaluation of the Purchaser's creditworthiness.

e) Special Purchaser's instructions such as delivery requests, deadlines, discounts, or like, are considered extraneous proposals. They shall only become a component of the contract if they are expressly recognised as binding by the Company in the Order Acknowledgement.

f) Should events occur after completion of contract that make it no longer possible to fulfill the contract under the stipulated conditions or that make it entirely impossible for the Company to fulfill the contract, the Company is free to withdraw from the contract.

g) All data contained in the Company catalogue, as well as website or any other product datasheet, drawings or other documents is presented with all necessary care, however the company reserves the right to correct any obvious errors.

h) The Company reserves the right to change or withdraw their Goods from the market at any time and without notice.

## 4. PRICES

a) The price of Goods shall, unless otherwise stated by the Company in writing, be the prices stated on the current Price List of the Company at the time of dispatch of the Goods (or instalment of the Goods if the Goods are to be delivered in instalments).

b) Unless otherwise expressly stated to be firm for a period, the Company's prices are subject to variation to take account of variations in wages, materials and other costs. The Company accordingly reserves the right to adjust the price without notice by the amount of any increase or decrease in such costs after the price is quoted.

c) All prices are exclusive of any value added Tax and all costs or charges in relation to loading, unloading, carriage, installation and/or insurance unless the same is otherwise stated elsewhere in the Contract, all of which amounts the Purchaser shall pay to the Company in addition to the price of the Goods.

d) Unless otherwise agreed in writing previously, between the Company and the Purchaser, the prices provided by the Company in the quotations sent to the Purchaser, will be based on the Incoterm Ex-Works. Any different terms would require confirmation by the Company in writing.

## 5. PAYMENT

a) Unless otherwise agreed in writing, payments shall be provided in accordance with the General Terms & Conditions of Sale in the stipulated currency (generally EUR) without any deduction and in advance. The Company may agree not to enforce this provision for an agreed period of time from the date of delivery.

b) Unless otherwise agreed in writing previously, the Contract doesn't provide delivery in instalments, each instalment shall be considered as a separate Contract. If instalments payments are agreed, the failure to pay the instalments or even one instalment will mean that the Purchaser will lose the benefit of paying in instalments and the Company will have the right to immediately request the remaining balance payment.

c) No payment shall be deemed to have been received until the Company has received cleared funds.

d) Without prejudice to any other rights it may have, the Company is entitled to charge default interest at 8% above the applicable European Central Bank Euribor 3-months interest rate on overdue payments from the due date for payment until payment is made. If the Company has exercised its discretion under Condition 5 (b) above, then it may waive its right to interest for the same period as referred to in Condition 5 (b).

e) Additionally and without prejudice to its other rights, the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect any outstanding payments from the Purchaser.

f) The Purchaser shall make all payments due under the Contract in full without deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Purchaser. The Purchaser is not entitled to retain or offset payment because of warranty claims or other counterclaims.

g) If the Purchaser fails to make any payment when due in accordance with these General Terms & Conditions of Sale, the Company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies, to suspend all further deliveries until such payment has been made in full, or at the Company's option, to cancel the balance of the order. In either case, the Company shall hold the Purchaser liable for costs incurred in respect of Goods which are in the course of manufacture or ready for dispatch. Price discounts of new invoices are unacceptable if older and outstanding invoices exist.

h) The products indicated in Quotations will be supplied to the Purchaser by the Company with a "retention of title". In this case the title of the Products will pass to the Purchaser only when full payment of the Quotation is made, while any possible risk of losing the Products will be the responsibility of the Purchaser from the time of delivery of the Products by the Company even to the carrier in accordance with the agreed INCOTERMS.

## 6. INDEMNITY OF THE PURCHASER

The Purchaser shall indemnify the Company in respect of any loss, cost or expense incurred by the Company as a result, directly or indirectly, of the Purchaser's instructions or lack of instructions or through any failure or delay whatsoever in taking delivery or through any other act, neglect or fault on the part of the Purchaser, its servants, agents or employees.

## 7. CREDIT

Any Contract shall be subject to the Company being satisfied as to the Purchaser's credit references and credit status from which the Company may (in its absolute discretion), having informed the Purchaser that the Goods are ready for dispatch, refrain from delivering the Goods until such time as the Purchaser tenders payment for the Goods in cleared funds to the Company together with any outstanding amounts which may be due to the Company on any account held by the Purchaser or a person, firm or company associated with the Purchaser whatsoever.

## 8. PACKING

Where it is necessary to dispatch Goods in crates, cases, special pallets, or other such packing different from the one used by the Company as standard, resulting from a specific demand from the Purchaser, a charge may be made for this.

## 9. DELIVERY

a) Where the value of any order exceeds a previously agreed value in writing between the Company and the Purchaser, the cost of delivery of the Goods to the Purchaser's premises will be included in the price of the Goods, and will be assumed by the Company. For orders whose value is inferior to that previous agreed value, all delivery will be at the Incoterm mentioned as standard in this contract (Ex-Works).

b) Unless agreed in writing by the Company, all times and dates of delivery of the Goods are given in good faith but are approximate only and shall not be of the essence.

c) All times and dates for delivery shall be calculated from the date of acceptance by the Company of the purchase order of the Purchaser, or from the date of receipt by the Company from the Purchaser of all information, instructions and drawings as shall be necessary to enable the Company to carry out the purchase order, whichever shall be the later.

d) Unless otherwise stated in writing, the Company shall be entitled to make earlier and/or partial delivery and invoice of the Goods.

e) Subject to the other provisions of these General Terms & Conditions of Sale the Company shall not be liable for any direct, indirect or consequential loss (all four of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Purchaser to terminate or rescind the Contract unless such delay exceeds 60 days.

f) No delivery is made unless agreed in writing with the Company regarding tailgate truck. All expenses are to be bore by the Purchaser.

g) If no different address is required to deliver the goods, the address that will be considered is the address of the registered office of the Purchaser. If delivery is required in different address after dialling transport additional costs may be charged.

## 10. NON DELIVERY OR DAMAGE IN TRANSIT

a) The Company is not responsible for missing products or damaged products that was detectable during the first inspection, if the missing or damage product is not listed on the International Cargo Certificate (CMR) or other obligatory document of acceptance.

b) When the price quoted includes delivery, the Company shall repair or replace free of charge, Goods damaged in transit or not delivered in accordance with the Order Acknowledgement, provided that the Company is given written notification (eg. CMR) of such damage or non-delivery within such time (being not more than 1 working day), as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit.

c) The Purchaser is obliged to inspect each and every product and confirm in writing any damaged product or packaging and list them on the International Cargo Certificate (CMR) or other obligatory document of acceptance, which must show the serial number of the delivery note, identification of the Purchaser, the type and quantity of the delivered goods, the date and place of delivery. The parties agree that confirmation of delivery of the goods is a required condition for fulfilment of all Purchaser's obligations or, where delivery is made by the Company's own transport, within 2 working days after receipt of the Goods.

d) Notwithstanding the above undertaking, the Company will only consider claims for alleged shortage if they are received within 2 working days of the receipt of Goods by the Purchaser, together with sufficient information to enable the Company properly to identify the shortage including the Order Acknowledgment number, case number and condition of the case.

e) Any liability for non-delivery of the Goods or damage in transit of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

f) If the Purchaser fails to give notice in accordance with Condition 10(c) the items delivered shall be deemed to be in all respects in accordance with the Contract and the Purchaser shall be bound to accept and pay for the same accordingly and all claims in respect of non-delivery, loss, damage, defect or non-compliance (save as set out in Condition 16) shall be wholly rejected.

## 11. VARIATIONS

a) The Company shall be under no obligation to alter or vary any part of the Contract or any work connected there in. Any alteration to or amendment or other variation of the specification, including any increase or decrease in the quantity of the Goods or any alteration to any drawing or to the quality performance, weight or measurements of any Goods or any alteration or variation of advised delivery schedules, shall, if requested by the Purchaser, be subject to the agreement of the Company with such alteration or addition to the price and to delivery dates or schedules as may be required by the Company and shall not be binding upon the Company unless and until accepted by the Company in writing.

b) In the event of any variation or suspension of the work at the Purchaser's instructions or lack of instructions, the Company shall be entitled to adjust the contract price to reflect any additional costs incurred, and to adjust delivery dates or schedules.

## 12. STORAGE

If the Company does not receive forwarding instructions sufficient to enable it to dispatch the Goods within fourteen days after notification that the Goods are ready for delivery or that they have been tested under Condition 14, risk in the Goods shall pass to the Purchaser (including all loss or damage caused by the Company's negligence) and the Purchaser shall thereupon take delivery or arrange for storage. If the Purchaser does not take delivery or arrange for storage, the Company shall be entitled to invoice the Purchaser and be paid for the Goods as though the Goods had been duly delivered in accordance with the Contract and the Company may arrange storage either at the Company's own works or elsewhere on the Purchaser's behalf and all charges incurred by the Company as a result of such delay including storage and insurance, shall be payable by the Purchaser.

### 13. PERFORMANCE

a) Any data, technical information or performance figures provided by the Company are based on tests performed under standard testing conditions at the Company's premises or at an independent laboratory. They are believed to be accurate but cannot be guaranteed under different conditions.

b) The light output, current, luminaire input and optical values have a maximum deviation of +/- 10% from nominal. The failure of one LED light point do not compromises the total performance of the luminaire and therefore will not be accepted as reason for claim.

c) LED components are, as a result of innovation, currently subject to fast rate of changes. The Company therefor reserves the right to change components of light, fitted with LED's as part of additional or replacement delivery.

### 14. INSPECTION & TESTS

a) The Company's products are carefully inspected and manufactured complying with the safety rules provided for by the European Union legislation and are consequently CE marked.

b) If tests other than those specified or tests in the presence of the Purchaser or its representatives are required, the Purchaser will be responsible for the costs of such additional tests. In the event of any delay on the Purchaser's part in attending tests after the Purchaser has received seven days' notice that the Company is ready to perform the tests, the tests will proceed in the Purchaser's absence and the Purchaser accordingly hereby agrees to accept and pay for such tests as if they had been performed in the Purchaser's presence.

### 15. DESCRIPTIVE MATTER & ILLUSTRATIONS

a) All descriptions and illustrations and particulars of weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general description and approximate only and shall not form part of any contract or give rise to any liability on the part of the Company.

b) It is the policy of the Company to endeavor to develop and improve its products and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy.

### 16. WARRANTY

The Company provides a manufacturer warranty for its products in accordance with the scope set out in the appendix to these general terms and conditions (MANUFACTURER WARRANTY CONDITIONS). Lighting control systems are excluded from this, the statutory warranty periods shall be applied.

### 17. WARRANTY CLAIM

Before making a claim, the Purchaser is obliged to carefully check if defects are applicable for warranty claim as stated in the General Terms & Conditions of Sale.

a) Warranty claims must be made by the Purchaser to the Company Sales Department within 30 days of detection of the defect and the Purchaser should make no further use of the goods.

b) To proceed with the claim the Purchaser is obliged to fill in the "Complain Report"[CIR002], describing precisely the defect and how it presents itself, specifying at least the following information:

- 1) Identification and quantities of the product failed (with OF serial numbers, lying on the product label);
  - 2) Copy of invoice and installation date;
  - 3) Detailed problem description and photographic evidence;
  - 4) The application, the amount of operating hours and the switching cycles;
- Additional information may be requested if necessary.

c) Defect materials have to be returned to the Company in the original packaging, complete with all components and accessories within 30 days maximum and will become property of the Company after replacement. All delivery costs are to be bore by the Purchaser.

1) In the case of defects which would have been reasonably apparent to the Purchaser on reasonable examination of the Goods on delivery, the Purchaser shall notify the Company of the defects in writing within 1 working day of delivery;

2) The Purchaser is obliged to inspect each and every product and confirm in writing any damage product or packaging and list them on the International Cargo Certificate (CMR) or other obligatory document of acceptance, which must show the serial number of the delivery note, identification of the Purchaser, the type and quantity of the delivered goods, the date and place of delivery. The parties agree that confirmation of delivery of the goods is a required condition for fulfilment of all Purchaser's obligations or, where delivery is made by the Company's own transport, within 1 working day after receipt of the Goods.

d) If a product covered by the Company warranty is returned in compliance with this General Terms & Conditions of Sale, the product will be repaired or replaced with no charge or the Company will refund the Purchaser. In the case of replacement, the Company reserves the right of deviation from the original product due to technological progress (LED colour, Lumen output, etc) or in design and characteristics (size, etc) of the product due to a change in the product. In some cases, the Company can agree with the Purchaser that the Purchaser will ensure the dismantling and assembly of the product at the expenses of the Company, while those costs must be agreed in advance in writing by the Company, based on the price calculation offered by the Purchaser.

e) Products returned unduly by the Purchaser to the Company must be collected at Purchaser expenses within a period no longer than two weeks. After expiration of the term the products will be destroyed/recycled.

## 18. LIMITATION OF LIABILITY

a) Subject to mandatory provisions of law, the Company's liability towards the Purchaser is limited to its goods and services under this agreement if evidence is provided of its malicious intent or gross negligence. Liability for slight negligence, the compensation of resulting damages and financial losses, indirect or consequential damages, unrealised savings, interest losses and for damages from third-party claims against the client are excluded to the extent permitted by law.

b) In case the Company is liable for damage, this liability is limited to the maximum amount paid by the insurer to the Company, or at least to the maximum of the invoiced amount, or at least to the part of the invoice to which the liability relates.

c) In the event of non-compliance with any conditions for installation, operational set-up and use or of violation of regulatory or official conditions of approval, any compensation for damages is excluded to the extent permitted by law.

## 19. RETURN OF GOODS

If the Purchaser want to return goods supplied by the Company, the Purchaser is obliged to carefully check if the goods are in condition of return.

a) The request for Return of Goods must be made by the Purchaser to the Company Sales Department, exclusively upon the condition that:

- 1) Products are within warranty period, as stated in Condition 16.2 .
- 2) Products are standard from the Company portfolio as shown on the Company website. Special products or products produced or modified according to the individual order/request of a Purchaser will not be accepted.
- 3) Product still active on the Company portfolio. Discontinued products will not be accepted.

b) To proceed with the Return of Goods the Purchaser is obliged to fill in the "Return of Goods Report"[CIC005], specifying at least the following information:

- 1) Identification and quantities of the product;
  - 2) Copy of invoice;
  - 3) Cause of return;
- Additional information may be requested if necessary.

c) To be accepted the product has to be brand new (without use), in the original packaging, complete with all components and accessories. All delivery costs are to be bore by the Purchaser.

d) If a product returned is in compliance with this General Terms & Conditions of Sale, the product will be accepted upon previous agreement in writing between the Company and the Purchaser, based on a % depreciation of the product value.

e) Products returned unduly or no compliant with this Condition 19 by the Purchaser to the Company must be collected at Purchaser expenses within a period no longer than two weeks. After expiration of the term the products will be destroyed/recycled.

Under no circumstances may goods supplied against a firm purchase order be returned without the Purchaser must have first applied for and obtained the written consent of the Company. A handling charge may be deducted from any credit allowed by the Company where it is established that the returned Goods were not according to this General Terms & Conditions of Sale.

## 20. REPAIR OF GOODS

a) If the Purchaser want to Repair Goods supplied by the Company, the Purchaser must have to send a request for Repair of Goods to the Company Sales Department, exclusively upon the condition that:

- 1) Products are within warranty period, as stated in Condition 16.2 .
- 2) Products are standard from the Company portfolio as shown on the Company website. Special products or products produced or modified according to the individual order/request of a Purchaser will not be accepted.
- 3) Product still active on the Company portfolio. Discontinued products will not be accepted.

b) To proceed with the Repair of Goods the Purchaser is obliged to fill in the "Repair of Goods Report"[CIC002], specifying at least the following information:

- 1) Identification and quantities of the product;
- 2) Copy of invoice;
- 3) Cause of repair;

Additional information may be requested if necessary.

c) The products should be sent to the Company and all delivery costs are to be bore by the Purchaser. After analyzing the product, the Company Sales Department will send a price offer to the Purchaser, which has to be accepted in writing by the Purchaser, in order to proceed with the Repair of Goods.

1) In case of non-acceptance of the price offer, the Goods will be placed at Purchaser disposal on the Company warehouse, for a period no longer than two weeks. After expiration of the term, the products will be destroyed/recycled. ~

d) Products returned unduly or no compliant with this Condition 20 by the Purchaser to the Company must be collected at Purchaser expenses within a period no longer than two weeks. After expiration of the term the products will be destroyed/recycled.

Under no circumstances should Products supplied under a confirmed order be sent to the Company in order to proceed with a Repair, without the Company having acknowledged and accepted it in writing. A handling charge may be invoiced to the Purchaser by the Company where it is established that the Goods were not previously accepted for Repair by the Company.

## 21. INTELLECTUAL PROPERTY AND COPYRIGHT

a) The Purchaser will indemnify the Company against all damages, penalties, costs, losses and expenses suffered by the Company for which it may become liable in respect of the infringement of any intellectual property including (but without limitation) any patent, copyright, registered design, trade mark, trade name or know-how arising out of the Company's manufacture of goods in accordance with any specification design drawings or other data supplied by the Purchaser or its servants or agents.

b) Sales information, offers and project documents as well as performance documents such as lighting design plans, product drawings, designs, sketches, and other technical documents as well as samples, catalogues, brochures, illustrations and the like always remain the intellectual property of the Company and are subject to the applicable legal requirements as regards copying, reproduction, competition, etc. The Company is entitled to ask to return documents at any time, and they shall be returned. Any processing, copying, circulation and/or public reproduction other than for private use shall be deemed illegal and prohibited.

## 22. FORCE MAJEURE AND OTHER CIRCUMSTANCES

The Company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its discretion suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the Goods by the Company or the Company's suppliers, or the delivery of the Goods or the performance by the Company of any of its obligations under the Contract is hindered or delayed whether directly or indirectly due to circumstances beyond the reasonable control of the Company including, without limitation, the Purchaser failing to furnish necessary instructions or information, war or other hostilities, acts of terrorism, civil commotion, fire, explosion, flood, epidemic, acts of God, government action or legislation, interruption of transport, strike, lock out or other form of industrial action (including, without limitation, labour disputes with the Company's or any subcontractor's employees), accidents or stoppages to works, shortage of labour, materials, equipment, fuel or power, breakdown of machinery, whether or not such cause exists at the date of the order provided that, if the event in question continues for a continuous period in excess of 180 days, the Purchaser shall be entitled to give notice in writing to the Company to terminate the Contract.

## 23. PASSING OF PROPERTY AND RISK

a) From the time of delivery, the Goods shall be at the Purchaser's risk who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the Company's property until all payments to be made by the Purchaser under the Contract and all other sums which are due or become due to the Company from the Purchaser on any account have been made in full (in cash or cleared funds) and unconditionally. Whilst the Company's ownership continues the Purchaser shall keep the Goods labelled as belonging to the Company and separately identifiable from all other goods in its possession as bailiff for the Company.

b) Without prejudice to the equitable rules as to tracing, in the event of failure to pay the price in accordance with the Contract or the insolvency or similar of the Purchaser as defined below in Condition 24 the Company shall have the power to enter any premises where the Goods are or may be stored to inspect or, where the Purchaser's right to possession has terminated, to recover and re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise.

c) Pending payment of the full purchase price of the Goods the Purchaser shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Purchaser in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. On request the Purchaser shall produce the policy of the insurance to the Company.

d) To enable the Company to recover the Goods in accordance with Condition 23(b) the Purchaser grants to the Company, its agents and employees an irrevocable license at any time to enter upon any premises in the ownership, possession or control of the Purchaser to recover the Goods.

e) If the Contract is terminated by the Company in accordance with Condition 24, the Company's rights contained in this Condition 23 shall remain in effect.

#### 24. INSOLVENCY OF THE PURCHASER

a) This Condition applies if:

1) The Purchaser becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or:

2) An encumbrance takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser; or

3) The Purchaser ceases, or threatens to cease, to carry on business; or

4) The Company reasonably suspects that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

b) If this Clause applies, then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Purchaser, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary.

#### 25. ARBITRATION

In the event one or more of the provisions in these Conditions are considered to be invalid or ineffective by a Court in relation to future legal or administrative action the other provisions will remain effective and those considered invalid or ineffective will be replaced with provisions that reflect the original intent of the Parties, to the extent permitted by law. If any question, dispute or difference whatsoever shall arise between the Purchaser and the Company upon or in relation to or in connection with the Contract, either party may give the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon. A submission to arbitration under this Condition 25 shall be deemed to be a submission to a sole arbitrator pursuant to any statutory modification or re-enactment thereof.

#### 26. GENERAL

a) Only the Portuguese version of the General Terms & Conditions of Sale is binding. Other translated versions, are for convenience only. In case of discrepancies between the Portuguese version and other translated versions of these General Terms & Conditions of Sale, the Portuguese version prevails.

b) The Contract shall be governed by Portuguese Law and the parties submit to the non-exclusive jurisdiction of the any Courts within the EU.

c) If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent that such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

d) The parties to the Contract do not intend that any term of the Contract shall be enforceable by the virtue of the Contracts by any person that is not a party to it.

e) The Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between the Company and the Purchaser relating to the subject matter of this agreement save that nothing in this Condition 26 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

f) Directive 2012/19/UE Company governed by directive 2012/19/UE, responsibility for recovery and recycling at the end of product's service life is transferred to the end Client/Holder.