



General contract conditions

General remarks

These General Conditions of Sale (GCS) apply to all business relations with our clients. All orders placed by clients imply full and complete acceptance of these General Conditions of Sale, which remain valid for the entire duration of the business relations and exclude any special conditions of the client. Therefore, these CGS cannot be modified by contrary stipulations appearing in any client documents, whatever the wording, without our express, written consent.

Orders

All orders placed by mail, fax or e-mail, whatever their nature, must unequivocally state the purpose of the order.

Any modification, confirmation or any potential renewal must be specified as such.

Orders must be placed in writing and duly signed.

They may be considered only if we have confirmed them in writing.

We cannot be held liable for delays or execution defects resulting from incorrect, incomplete, ambiguous or illegible information provided by the principal.

Information provided to us over the telephone will be valid only provided that it is confirmed in writing.

We cannot guarantee the correct and punctual execution of verbal orders that have not been confirmed by you in writing on the same day.

We are authorized to automatically terminate any order that that has been confirmed by us, if information received subsequently concerning the client is not considered satisfactory.

All ancillary verbal agreements are valid only if confirmed in writing.

Execution by third parties

We have the right to have third parties execute any order if we deem this useful. We are accountable only for the scrupulous selection of the colleagues we to whom we entrust the work.

Translation and Interpretation – Certified translations –

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Offers and prices

All our offers and all our prices are given without any commitment only if this is formally stipulated by us. To the extent that no other payment method has been agreed on, prices are net in Euros from the place of service.

No payment term, discount or deduction will be granted unless agreed to in advance.

Delivery deadlines and delays, partial delivery

Delivery deadlines are set in good faith. However, they cannot be guaranteed. We cannot be held liable for deliveries that are not made on the projected date. The delivery deadline is assessed at the time the order (the translation) is sent by e-mail or, where applicable, by mail, etc.

The client is entitled to cancel the order only if the delivery deadline is exceeded by more than three months.

Any right to termination of the contract, to a reduction of the price or to compensation due to late performance or non-performance is excluded. The client is required to accept any partial deliveries in accordance with the conditions agreed upon.

Other Information

If necessary, and at our simple request, the client must provide information relative to the translation, and, to the extent this is available, all documentation and/or terminology that may be useful for the translation. The necessary documents will always be sent at the client's expense and risk.

Acceptance

The client is required to accept deliveries, including partial deliveries.

If the client refuses to accept them or if it refrains from doing so, it will be given immediate notice to pay and will bear responsibility for the resulting damage.

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Complaints

Complaints and disputes will be recognized only if they are sent to us by letter, fax or e-mail upon receipt of the translation or, in case of hidden defect, upon its discovery. Barring any special guarantee agreements, any dispute will be ruled out one week after the date of receipt of the translation. In case of proven defects contested in accordance with the rules, we are only required, at our convenience, to proceed with an improvement or an exchange. All other rights to compensation or a reduction of the price, for example, are excluded.

Any complaint will be considered null and void if the client has passed to and/or had a third party modify the completed translation.

Assignment of rights

The assignment of rights resulting from a contract on the part of clients requires our written agreement.

Payment terms

Invoices are payable net within thirty days, without setoff or withholding. Invoices relating to work performed by employees are payable upon receipt.

If partial payments are agreed to, the balance due will be due and payable immediately if payment is not made by the payment deadline – whether in full or in part (namely two consecutive unpaid partial payments) and if the sum subject to a delay in payment represents at least one-tenth of the purchase price.

Any special stipulation of the client relating to receipt of payment does not have binding force for us. We reserve the right to apply the payments, at our discretion, to receivables and interest that are coming due.

Payment by bill of exchange is accepted only following prior agreement. All discounting is excluded. Payment via transfers is considered effected only when received. Discount charges and bank charges and other indirect collection and instrument charges are payable by the client.

If the client does not fulfill any of its obligations or if it does not fulfill an obligation correctly, particularly if a bill of exchange is not honored or if a payment is not made punctually, or if the client suspends its payments or if it declares bankruptcy or is placed under court-supervised

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reorganization, the balance due is payable in full, even if drafts relating to these payments and coming due at a later date are in progress.

In this case, the client loses all right of ownership and use concerning the item delivered; we are authorized to require its immediate return, and the client cannot claim any right of retention and we are even authorized to take possession of it directly.

In case of late payment, we are entitled, following an appropriate time period, to terminate the contract or to demand compensation for non-performance. Furthermore, we have the right, following notice, to exercise the right of retention over all future deliveries or to demand prior payment for them. A client whose payment is late is required, upon request, to return the merchandise delivered still subject to retention of ownership to us.

Furthermore, we are entitled to demand immediate payment of all invoices that are still due or that have not yet come due, including the payment of bills of exchange in progress or payments not yet made. In case of late payment or suspension of payment, we are entitled to bill the customary bank interest on all sums due and payable as of the first day late.

Retention of ownership

The merchandise remains our property until all receivables are paid, including any other subsequent receivables. Insofar as the product delivered is to be converted or inserted by the client into another product, we remain holders and acquire ownership of the semi-finished and finished products. The subcontractor is only considered a depository; if merchandise subject to retention of ownership is assimilated in foreign objects or processed with foreign objects, we acquire co-ownership of the new product in proportion to the value of the initial product subject to retention of ownership in relation to the other items.

The product must be resold within the framework of regular commercial relations. If the receivables arising from resale have been assigned in advance to third parties, the resale must take place only with our consent. The client automatically transfers to us the right to the receivables going to it pursuant to the resale, even if the product has been assimilated in others or processed with other items or inserted into other items.

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In this case, the assigned receivables serve as guarantee only up to the amount for which the product subject to retention of ownership has been resold. These receivables will not be collected as long as the client makes the payments that are still owed. At our request, the client is required to indicate the third-party obligors to us and to inform them of the assignment of its rights. The client is authorized to receive the receivables itself as long as it has not received instructions to the contrary from us. The client must send us the amounts received immediately.

No attachment may be carried out on the reserved product subject to assigned claims. The client is required to inform us immediately of any intervention on the part of third parties concerning the product delivered that is subject to retention of ownership, or concerning the assigned receivables. We agree to release, the assigned receivables, as we please, as long as they relate to deliveries that have been paid for in full. Until all receivables are paid in full, the client is required to protect the merchandise against theft, fire and all other damage.

Liability

We decline all liability due to any fault, regardless of its nature, including intentional fault on the part of potential colleagues. No compensation may be claimed from us in this regard for direct or indirect damage.

When we deliver by e-mail or on digital medium, we cannot be held liable for any virus that may have eluded our own means of detection.

We are never liable for all other forms of damage, such as irreparable damage to a company, damages due to delay or resulting in a loss of earnings. Our liability in all cases is limited to the tax-exclusive amount of the invoice relating to the contract.

The proven ambiguity of a text exempts us from all liability.

We cannot be held liable for the loss of documents or damage suffered by them, information or the information and document media that were provided to perform the contract.

Delivery terms and conditions

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The choice of packaging of the product that is delivered to you is left to our discretion. Unless agreed otherwise, the products are delivered in the packaging that is usually used. If special packaging or packaging specific to exportation is requested, or if, in our opinion, such packaging is necessary given the circumstances, the corresponding costs will be billed separately.

Shipping

Products are shipped from our agency, at the risk and on behalf of the client and independent of any transport insurance that we may have taken out in the client's name at its request. We are not liable for breakage, damage and losses that may occur during transport.

Exportation

If the product is intended for export, the client will be responsible for the customs clearance formalities and will comply for use of the product with the laws of the country to which it is exported. The required supporting documentation must be supplied to us at our request.

The client protects us against all potential third-party claims concerning the presumed violation of proprietary rights, patent rights, copyrights or intellectual property rights, with regard to everything relating to the performance of the contract.

Force majeure, interruption, closure and service restrictions

If service is disrupted due to force majeure or other events beyond our control, we are entitled to terminate the contract in full or in part. Any right to compensation on the part of the client is excluded.

We do not assume liability for any injuries resulting from service disruptions in our company due in particular to cases of force majeure, such as, for example, natural disasters or transportation strikes. The same provision will apply if we find ourselves obligated, for urgent reasons beyond our control, either to restrict our work time or to partially or completely close certain days or for a limited time.

Place of performance and jurisdiction

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The place of performance of the Contract is the head office of our company. The two Parties are subject to the laws in force at the place of performance, even if a dispute is initiated abroad. We may bring the matter before the competent courts with jurisdiction over our head office. In the same way, lawsuits brought against us may only be brought before these same courts.

Applicable laws

The legal relations between the client and us are governed by the law of Portugal.

Special conditions

The various branches of activity are subject, in addition to these General Conditions of Sale, to the special conditions that govern them.

Modifications

We reserve the right to modify [these] general conditions of sale at any time without prior notice. If necessary, these modifications will be indicated to clients upon simple request.

Coimbra, February 20, 2014

The Management

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