

1. APPLICATION

These general sales conditions apply to all business transactions and prevail over any non-mandatory legal provisions. All exceptional situations or additional clauses rely on the written acceptance by SELMATRON, S.A., accepted and signed by its legal representatives.

2. ORDERS

All orders will only be considered when placed and received in writing or when sent to the following email comercial@selmatron.pt (or other referred email on the quotation), indicating the number of the proposal / quotation sent by SELMATRON, S.A. All purchase orders shall be accepted and validated by SELMATRON, S.A. by sending the Confirmation of Order. The order cancellation will only be accepted in writing within 24 hours and to the extent that a good reason is provided. If these requirements are not met, SELMATRON, S.A. is entitled to be compensated for its losses.

SELMATRON, S.A. reserves the right of not accepting the order whenever this is different from our quotation without that being considered grounds for compensation, subject to the provisions of the law.

3. PAYMENT CONDITIONS

The payment conditions will be those stated and agreed on each quotation; the first order from a new client will be considered against payment. Sales on credit are subject to the request of a current account opening and its authorization in writing by our financial services, by filling in the credit opening form and having the conditions approved by the Finance Direction.

4. SETTLEMENTS DELAYS

Unresolved settlements after a 60 days maximum period from the invoice issuing date can result in the immediate suspension of all sales on credit, as well as in the application, over the outstanding values, of a pro rata charge to the days in arrears, pursuant to Article 102 of the Commercial Code and of Decree-Law 62 / 2013.

5. TRANSPORTATION / PACKAGING / INSURANCE

For European Community Supplies, SELMATRON, S.A will cover all transport and insurance of supplied goods.

For external European Community supplies SELMATRON, S.A, will apply the Incoterms 2020 referred as CIF (Cost, Insurance and Freight).

These conditions can be overruled by any specific conditions agreed on the quotation document.

6. DELIVERY DEADLINE

The stated delivery deadline will be confirmed, after the official order reception and planning validation. When an initial payment value has been established with the order, this will only be considered as of the reception of that value and the deliver deadline will also only be valid from that time on. Save where expressly notified by SELMATRON, S.A., the delivery deadlines are given for information only. Accordingly, the non-fulfilment of merely indicative delivery deadlines shall not justify the cancellation of the order by the Client nor shall be a ground to claim any compensation.

Due to causes beyond the control of SELMATRON, S.A., the delivery deadlines may change in relation to the dates initially scheduled. When delays occur, SELMATRON, S.A. will notify the situation and undertake all efforts to mitigate these situations. The occurred delays will not entitle, however, the client to compensation.

Works being carried out during the period of closure for holidays (August) and/or Christmas will increase the delivery time by 2 weeks.

7. ADDITION TO THE PRICE

There may be an addition to the prices shown on the quotation whenever a client requests any significant change not foreseen on the original quotation or when, due to omission of relevant requirements by the client, SELMATRON, S.A. needs to implement changes to assure the appropriate operation of the product. These changes shall always be performed in writing and accepted by SELMATRON, S.A. and the client.

Whenever specialised work (work at height, confined spaces, etc.) not described in the quotation is required to complete/finish the work, it must be added to the quotation.

8. RETENTION OF TITLE

All sales on credit are made with retention of title of the sold goods in favour of SELMATRON, S.A. until the full payment of the respective price.

Therefore, the property right of all the goods supplied will only be transferred to the client through the full payment of the price and the client can't, until then, grant the usage of materials, encumber, dispose or move, as well as in other way dispose thereof without previous authorization of SELMATRON, S.A. to that purpose.

9. WARRANTY

The machinery and equipment manufactured by SELMATRON, S.A. have a 12-month warranty against manufacturing defects from the effective date of physical delivery of the equipment at the customer place, or to the customer rented freight.

The machinery and equipment include parts subject to greater wear despite being used as recommended (wearing parts). The replacement of wearing parts is the customer's responsibility.

The warranty as no effect if by any means, a different part from the ones specified by SELMATRON is used on the equipment. This is also valid for any mechanical or software modification without the agreement of SELMATRON, S. A.

Any damage caused by anomalies/faults in the electricity supply, incorrect handling of the equipment, incorrect maintenance and/or operating procedures and interventions/alterations carried out by the Customer or third parties other than SELMATRON, S.A. are excluded from the guarantee.

Outside mainland Portugal, travelling and subsistence costs for interventions under warranty must be borne entirely by the Customer.

10. RETURNS AND REPAIRS

The return and / or repair requests need the previous acceptance by SELMATRON, S.A. and

shall be accompanied by the respective transportation documents. The transportation costs related to returns are the customer's responsibility.

The repair under the warranty is considered when it respects the warranty period (§9) and when the product has not been misused, incorrectly handled, subject to defective installation or unduly altered.

SELMATRON, S.A. reserves the right to charge all the expenses in case of non-compliance with the provisions of the above paragraph.

11. COMPLIANCE OF THE PRODUCTS

SELMATRON, S.A. assures the compliance of its products with the technical and use specifications provided for in the applicable European Directives, therefore its application shall be performed in strict compliance thereof.

The products identified with the EC marking meet the relevant requirements linked to the marking, therefore SELMATRON, S.A. assumes no responsibility for a defective or unlawful use of the products not covered in the preceding paragraphs. Thus, any results or consequences resulting from usages not covered will be the sole responsibility of the client.

12. DOCUMENTATION

Whenever applicable, the documents indicated in Decree-Law DL103 / 2008 (Machinery Directive) are provided with the machine or the equipment.

Specific technical documentation: for the safeguarding of commercial secrecy and other legitimate manufacturer's interests and because they are not necessary to the user of the machine or equipment, the documentation doesn't include the technical process of manufacturing, including detailed drawings or any other specific information related to the subassemblies used in the manufacturing of the machines or equipment. Any posterior change regarding the documentation or the machine itself will be the sole responsibility of the client.

13. TECHNICAL SUPPORT

Subject to the rights of the Client during the warranty period mentioned above, any technical support or services rendered by SELMATRON, S.A. will be charged based on the technical support Chart.

Any requests of technical support should be sent to service@selmatron.pt. These requests need to be validated and scheduled by SELMATRON, S.A. The client must submit official confirmation of the order and expressly accept the conditions included in the technical support Chart.

When the client requests technical support to SELMATRON, S.A. and allocates its employees to help SELMATRON, S.A., whether these are subcontracted or temporary workers and remunerated by the Client, it must have valid insurance contracts against accidents at work for them, as well as respect the applicable safety standards.

The client is obliged to respect the effective environmental law.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY

All studies, drawings, projects and documents, regardless of their nature, provided by SELMATRON, S.A. to the client are property of SELMATRON, S.A. and SELMATRON, S.A. is the owner of all the existing and applicable intellectual and industrial property rights and the client can't disclose them to third parties or use them to any other purpose other than the ones set by SELMATRON, S.A. without the previous written consent of SELMATRON, S.A.

15. GOVERNING JURISDICTION

Any dispute arising from the transactions on behalf of SELMATRON, S.A shall be resolved by the Court of the District of Aveiro. The applicable law to the sales and purchase contracts concluded pursuant to these general sales conditions is the Portuguese law.

16. COMMUNICATION AND INFORMATION

These general sales conditions are communicated to the client together with the quotation, confirmation of the order or sales documents (transport document and invoice).

Any questions regarding the terms of these general sales conditions that the client would like to be answered shall be addresses to SELMATRON, S.A. by letter to its registered office, by email to geral@selmatron.pt, by fax or by telephone.

17. PERSONAL DATA OF CLIENTS AND SUPPLIERS

SELMATRON, S.A. collects, stores and uses personal data provided by the clients and suppliers under the terms permitted by the applicable law in order to adequately perform its contractual relationship with them and regarding the usage and billing of the services. The clients and suppliers accept the insertion of their personal data in the files as well as in the SELMATRON, S.A. ERP system and its transfer to third parties, located in the EU, and their processing for the purposes of the celebrated contracts with them, for marketing and commercial purposes or other, customer surveys and to receive information about the company's products and services. The client / supplier shall immediately notify SELMATRON, S.A. in case of changes to the personal data impacting the contractual relationship and / or billing of the services.

The data necessary for the execution of the contract and / or billing of the services may be stored and used by SELMATRON, S.A. even after the term of the process or contract, according to the law, until billing and / or legal obligations deriving from the commercial / contractual relationship are concluded.

18. ACCEPTANCE

The issuance and corresponding reception of this document is sufficient proof that the acquirer accepted our general sales conditions.

Aveiro, January 2nd 2024