

GENERAL CONDITIONS OF SALE

CLAUSE 1 - APPLICABILITIES

- The purpose of these articles is to define the general conditions of sale, established between Peraltafil and the customer, and may not, under any circumstances, be canceled or replaced by different clauses that the customer wishes to include in their orders (order notes, requisitions, orders).
- For the validity of any other clause complementary to these general conditions, the express and written acceptance by Peraltafil will always be necessary.
- No employee or any representative of the company is authorized to change or cancel any clauses of the conditions set forth herein, unless agreed in writing by the Management of Peraltafil.
- These general conditions of sale are considered an inseparable part of any contract for the purchase and sale of goods, and all contractual or pre-contractual documentation that has been produced between the parties and is not contrary to the provisions of these general conditions of Sale.

CLAUSE 2 - ORDERS AND CONDITIONS

- The order implies the agreement, by the customer, of the terms of the present general conditions of sale, being your sole responsibility to know the themselves, renouncing any other right enshrined in general or special law.
- Orders will be placed upon communication from the customer of award/confirmation and with the respective payment of the advance amount.
- After confirmation/award of the order, if it is found that there are no conditions necessary for the execution of the products/works due to a fact attributable to the customer, Peraltafil reserves the right to invoice the cost inherent to the supply of raw materials.

CLAUSE 3 - BUDGETS

- The values included in the Peraltafil budget do not include the fees and taxes due in force, unless expressly mentioned in the same (it occurs, usually on the private client).
- The budget is based on current prices, so due to the instability in the price of raw materials, it will be guaranteed for a maximum period of 30 (thirty) days (runs).
- The budget was made with the quantities, typologies and dimensions described, the conference of these being the sole responsibility of the client; therefore, any changes to details to be made are not included in the budget.
- The typologies presented in the budget, as well as their dimensions are merely illustrative. Peraltafil declines any type of responsibility in spans whose typology exceeds the recommendations of the owners of systems/series of aluminum and accessories, glazing holders/manufacturers and other holders of the various products/goods/materials.
- The seals and accessories considered in the budget value are in black.
- The quote does not include any types of profiles, finishing plates, flashings, etc., except when specifically mentioned in the quote.
- The budget includes, if necessary, the disassembly/removal and transport of the existing aluminum window frames to a specific spillway, which is not foreseen any type of intervention on the masonry (such as trolley work, painting, carpentry, graffiti, etc.).
- The quote does not include window cleaning.
- The values presented in the budget only include the labor in working hours on weekdays from 08:30 to 17:30.
- In the case of application/assembly of electrical mechanisms (such as, for example, motors, cells, latches and electric locks), in doors, gates, blinds, slots sunshade, unshields or other elements placed by Peraltafil, is electrician service (such as connections, cables, wiring, switches, etc.).
- The budget includes the transport of products/goods/materials, means of lifting materials (crane truck with reach up to 17m and weight capacity up to 6080Kg), means of lifting people (basket vehicle with reach up to 14m and capacity for 2 people), ladders, ladders and scaffolding approved up to a max height 6.40m and 2.00m in length, except when the application/assembly is not carried out by Peraltafil.

CLAUSE 4 - DELIVERY DEADLINES

- The counting of the beginning of any delivery period is subject to a good interpretation of the order, the conditions necessary for the survey of definitive measures (portals / spans duly regularized and finished), the availability of all data (samples, molds or other materials necessary for the viability of the order) of the customer's responsibility and also to the viability on the part of Peraltafil credit and collections department.
- Given the complexity and particularity related to the handling of products/goods/materials marketed by Peraltafil, delivery times that may be mentioned in any type of documentation will be merely informative and not binding.
- The delay in complying with any deadline indicated does not give the customer the right to terminate the purchase and sale contract or request any type of compensation arising therefrom.
- In the event that Peraltafil is bound to comply with any deadline, which can only occur through a written commitment, this will be void in the event of exceptional circumstances or force majeure and/or operational problems that prevent compliance with that deadline. Such constraints and/or circumstances will be communicated to the customer as soon as possible.
- In any case, the customer accepts partial deliveries of the ordered products/goods/materials.

CLAUSE 5 - PRODUCTS/GOODS/MATERIALS AND INFORMATION

- Peraltafil advises that the installation/laying of the frames is carried out after 4. completion of the civil construction works. It may be carried out in the construction phase, but it will be necessary for the frames to be properly protected, and Peraltafil is not responsible for this protection.
- Peraltafil recommends protecting the frames before carrying out any type of painting, varnishing, etc.
- Peraltafil recommends the use of safety glasses.
- The use of a decorative profile with thermal glass (Planitherm, Guardian Sun, etc.) makes the glass guarantee unfeasible.
- Peraltafil is not responsible for glass breakage due to thermal shock or glass breakage after 48 hours of application.
- When there are several compositions/thicknesses of glass, the air boxes of the same can be changed in order to maintain the aesthetics of the interior bite (tañife).
- The client will allow the placement of tarpaulins, screens, panels or other types/means of advertising at the place of execution of the works, referring to Peraltafil as the company responsible for the execution and application of the works.
- In order to obtain a good operation, a greater durability and guarantee of the products/goods/materials, maintenance and cleaning is imperative. The customer must follow the following recommendations:

Under construction:

- The sills / sills of the spans must be protected and cleaned assiduously, to

prevent the deposition of waste that could lead to the deterioration of bearings and seals. If such deterioration occurs and if necessary replacement, costs inherent to that fact will be charged.

- Pay attention to the use of adhesive tapes on aluminum and glass surfaces, as they can leave "gum" residue on prolonged use.
- In the final cleaning of the work, Peraltafil, S.A. warning for the use of harmful detergents and abrasive products that can deteriorate aluminum and glass surfaces. Upon completion of the work / use by the customer:
- Keep the various mechanisms lubricated (locks, cremone fasteners, handles, accessories, etc.).
- Residues, impurities and other foreign bodies can change the quality of the frames and sills/sills (decreased ventilation and reduction of rainwater drainage), so they must often be vacuumed/cleaned.
- All products/goods/materials exposed to atmospheric agents are subject to deterioration (stains, discoloration, oxidation, dirt, etc.) depending on geographical conditions and the level of humidity in the air. Being the zones maritime and industrial areas the most subject to such damage, in relation to the areas urban and rural. In order to avoid the chemical attack of these corrosive agents in the different elements, it must be washed with a neutral cleaning product, mixed with water in a proportion of 5%, using a sponge with low power abrasive, then remove the cleaning solution with clean water and dry with a chamois or soft cloth.
- The frequency of cleaning depends on the most aggressive environments (zones maritime and industrial) and less aggressive (urban and rural), with cleaning recommended 6 and 3 times a year, respectively. In addition, these periodicities, it must always be that the accumulated residues are notorious.
- The durability and performance of the products/goods/materials depend, also, the use given to it and the care that is taken with it, depending on the customer to prolong it.

CLAUSE 6 - CANCELLATIONS AND/OR AMENDMENTS

- Cancellations/changes to any order or request must always be made in writing under penalty of not being complied with.
- The customer acknowledges and accepts that it will only be possible to make cancellations/changes of orders whose manufacturing process has not yet started, and there is no period defined for this.
- In the event of canceling/amending the order, this entails the customer the obligation to bear the costs related to raw materials and work carried out to date.

CLAUSE 7 - COMPONENTS CUSTOMER PROPERTY AND RESPONSIBILITIES

- Peraltafil does not accept to manufacture products in which the raw materials are customer property.
- Whenever it is the client's intention to equate or resemble others products/goods/materials with those of Peraltafil (accessories, profiles, bars, tubes, lacquer colors, paints, shade/color of glass, execution forms, etc.), will only be accepted on the basis that Peraltafil will seek to as much as possible, without the assumption of any commitment as to the guarantee of total similarity, being the responsibility of the final product of the customer.
- It will be the responsibility of the customer to obtain all authorizations, licenses, etc., for the carrying out the work that Peraltafil will carry out, even those that involving the occupation of the road/public space.
- It will be the customer's responsibility to supply water and energy on site necessary for the execution of the work, with points of remote socket not greater than 30 meters from the places where our works are carried out, as well as night lighting, when necessary and according to the needs of the same.
- The customer must provide/guarantee space for the unloading, movement of equipment and storage of our products/goods/materials before your application.
- The security and surveillance of equipment, products/goods/materials and tools, in non-working hours, will be provided by the customer.
- It is the customer's responsibility to prepare the surroundings for the frames. The stones or the window sills will have to be properly secured and waterproofed, so this not happening, Peraltafil declines any responsibility for the entry/infiltration of moisture through them.

CLAUSE 8 - PRICES

The prices and conditions of sale to be applied in each case will be those in effect on the date of dispatch of products/goods/materials, in accordance with the budgeted values.

CLAUSE 9 - PACKAGING, SHIPMENT, TRANSPORT AND RECEPTION OF THE GOODS

- The products/goods/materials supplied by Peraltafil are transported and packaged in the system that Peraltafil decides at any time.
- Upon express written request, the products/goods/materials supplied by Peraltafil may be packed in a system defined by the customer, being responsible for the respective cost.
- The products/goods/materials made available to the customer on the premises of Peraltafil, are always transported at the risk and responsibility of the customer, unless when transported by Peraltafil's own means.
- The customer will arrange for the storage place for the products/goods/materials is prepared in advance, so that it is clean, delimited and with a regularized and leveled floor, and whenever possible, avoid carrying out other work on the site during the operation of discharge.

CLAUSE 10 - COMPLAINTS AND RETURNS

- The products/goods/materials supplied by Peraltafil are manufactured with the best means, using the most advanced techniques and always with the maximum quality assurance, accompanied by a permanent service to support the production.
- Any returns of products/goods/materials, in whole or in part, only may be accepted with the prior agreement of Peraltafil.
- Any and all claims must be sent, in writing, to Peraltafil to proceed to the complete identification of the product. Whenever possible, for the purposes of better understanding and analysis of the complaint, documents must be attached complementary, namely photographs, models or others.
- Peraltafil reserves the right to request the elements it deems relevant to the analysis of the complaint and/or verify "in situ" the place where the products/goods/materials are intended and, if applicable, the products/goods/materials object of the claim, under penalty of it being considered unfounded if such elements are not made available within the period maximum of 15 (fifteen) days (calendar) after sending the request.
- In case the claim is considered valid, Peraltafil will assume the replacement of the products/goods/materials found to be defective.
- Peraltafil will only assume the value of the products/goods/materials considered defective, being expressly excluded any and all expenses related.

- If the claim is found to be unfounded, the costs related to the treatment of the same by Peraltafil will be the responsibility of the customer.
- Claims arising from incorrect use, handling, cleaning or storing the goods.

CLAUSE 11 - CLIENT FILE AND CREDIT CURRENT ACCOUNT OPENING

- Opening a new customer file or updating its data must be done in writing.
- If requested by the customer, Peraltafil will analyze the possibility of selling on credit. In this case, Peraltafil will assign the customer a credit limit.
- The annual value of the volume of purchases and the punctuality in the regularization of financial commitments assumed by the customer before Peraltafil may be taken into account when setting the credit limit to be granted to the customer.
- The credit limit granted to the customer will be subject to periodic review and may be changed or canceled without notice. If there is any change in the situation client's legal or financial situation, which is reflected in its solvency, Peraltafil may require the customer to provide guarantees of performance or cancel part of the order that may still be unfulfilled.

CLAUSE 12 - BILLING, PAYMENT CONDITIONS AND CREDIT LIMIT

- Any incidents related to invoicing must be sent to the Peraltafil's invoicing, within 08 (eight) (calendar) days, counted from the date of invoice receipt. After that date, invoices will be deemed to be in compliance and, consequently, not liable to any claim whatsoever.
- The values/prices will be increased by VAT calculated at the legal rate in force at the time of invoicing
- Payments will be under the following conditions:
 - 40% upon confirmation/award (with delivery of an advance invoice);
 - 60% at the end of the work or upon delivery/reception of the Products/goods/materials (with delivery of the final invoice).
- Payment of invoices issued by Peraltafil must occur in accordance with paragraph above, unless expressly and in writing Peraltafil has a condition different. In any case, the customer undertakes to settle the invoices within established maturity.
- It is expressly forbidden for the customer to make any financial discount, in period, without the prior consent of Peraltafil, as well as the retention of any amount.
- Peraltafil may assign or transfer its credits over the customer to institutions credit card, without the need for consent.
- Acceptance of checks, bills of exchange or other types of commercial securities such as means of payment does not imply release of credit limit, however it will be understood as "good faith", but the payment will be considered made only after good collection.
- In the event that the customer does not pay any invoices on the dates of the respective maturities, will imply, for the customer, the breach of a fundamental point in the conditions of sale, Peraltafil reserving the right to:
 - Stop the production of orders in progress until the customer settles his account current and sufficiently guarantees payment, either by payment in advance or by bank guarantee;
 - Consider immediately overdue and payable all invoices issued;
 - Cancel the supply of all orders attributing the costs to the customer inherent in stopping the process.
- In the event of non-compliance with the obligation to pay any overdue invoices, the client will be responsible for all judicial and extrajudicial expenses in which the Peraltafil will have to incur for guarantee and collection of its claims, including the relating to Lawyers, Solicitors and Enforcement Agents.
- Failure to make timely payment of any invoice issued by Peraltafil will imply, for the customer, the payment of late payment interest at the legal rate in force.

CLAUSE 13 - WARRANTY

All products marketed by Peraltafil comply with the Portuguese legislation. The guarantees of the products sold by you are those required by law, also benefiting the customer from the other guarantees provided by the respective manufacturers, being solely their responsibility to comply.

CLAUSE 14 - LIMITATION OF WARRANTY AND DAMAGES

- Peraltafil guarantees the quality of its products as expressly specified for each of them, respecting the tolerances and variations allowed by commercial uses, practices regarding dimensions, technical tolerances, variations in accordance with current regulations and audited by bodies independent.
- There are no other express or implied warranties.
- There are no guarantees of suitability for a particular application, nor guarantees of marketing.
- Peraltafil is not responsible for defects or defects, apparent or hidden, resulting from poor use of the product, breakages or imperfections in consequence of poor handling and/or under physical or chemical conditions unfavorable conditions, as well as by storing the goods in places inappropriate or subjected to any type of physical or chemical severity.
- Peraltafil will also not be responsible for any breakages or damages of any nature that originate in the placement of the goods with disrespect for the standards and approvals existing in the sector and that the customer, as a specialist, declares to meet.
- Customer will be responsible for any cost resulting from installation in disregard for professional standards and instructions concerning goods or goods provided.
- Under no circumstances will Peraltafil be held liable for damages caused to third parties, consequential damages or indirect losses.
- Peraltafil's sole liability under this warranty is limited to replace the products or refund an amount equal to the purchase price of the product by issuing a credit note.

CLAUSE 15 - GDPR

The personal data provided to Peraltafil is used for the purposes of registration in the system information, entity file, registration, communications, information, circulars and sending of data to official entities and accounting firms, as well as the use of any photos of work done for our portfolio/website/social networks, etc. Peraltafil declares that within the scope of the RPDG EU2019/679, the personal data provided, will be recorded and processed only for the purposes described above. Any update, rectification and deletion of this information must be communicated by written to Peraltafil, otherwise consent to the above is considered.

CLAUSE 16 - RFORA

- In the event of a dispute, the District Court in which it is located is territorially competent: the registered office of Peraltafil, with express waiver of any other.
 - As an alternative resolution of consumer disputes, the parties may opt for intervention through CICAP - Consumer Information and Arbitration Center of the Porto, located at Rua Domíngos de Góis, nº 31 - shop 6, 4050-225 Porto - www.cicap.pt
- In the event of a dispute, the consumer may resort to this Dispute Resolution Entity. More information at the Consumer Portal - www.consumidor.pt