

GENERAL CONDITIONS OF SALE

1 –Application

The present general conditions of sale apply to all products, solutions and services produced and/or marketed by FLUIDOTRONICA, unless expressly and formally communicated in our proposal and/or order confirmation.

2 –Order

2.1. An order is the moment from which the buyer formalizes the purchase intention in writing and receives from FLUIDOTRONICA the respective Order Confirmation, accompanied by this General Sales Conditions.

2.2. Furthermore, only orders with a monetary value equal to or greater than € 25.00 (twenty-five euros) plus VAT will be accepted.

3 –Deadlines

3.1. The delivery time assigned at the time of the proposal is only indicative and it may be subjected to delays and it may be revised at the time of Order Confirmation.

3.2. In case of a product purchase, and after it is forwarded to the appropriate carrier to carry out the shipment, that is, after leaving FLUIDOTRONICA's facilities, the latter does not assume any responsibility for delays.

3.3. When FLUIDOTRONICA carries out the shipment of orders, it does not accept any responsibility for any damage or anomalies, or losses, caused by delays in the delivery time, for force majeure situations or for a fact that it is not its own responsibility.

3.4. Furthermore, FLUIDOTRONICA is also not responsible for the damages or losses caused by the delay in providing solutions or services acquired, in situations of force majeure or for a fact that is not its own responsibility.

3.5. Force majeure is any unpredictable and unavoidable events, such as strikes, lack of transport, accidents at the factories, fires, health crises, and, in general, any events whose effects occur regardless FLUIDOTRONICA's will.

3.6. The purchaser is informed by FLUIDOTRONICA about the deadline for delivery of the order upon confirmation, and the deadline refers to the moment when the order leaves the FLUIDOTRONICA's facilities.

3.7. Cancellation of orders by the customer will only be accepted when it is carried out in writing and within a maximum period of 48 hours after communication of our confirmation, except in cases where orders have already been placed with our suppliers following the customer's award. If these requirements are not met, FLUIDOTRONICA has the right to be compensated for any damages that may occur.

3.8. FLUIDOTRONICA may postpone products delivery, solutions, and services in case of force majeure or chargeable delays to the purchaser that prevent or delay its manufacture and/or its delivery. Delays in these conditions do not entitle the purchaser to any compensation.

3.9. On the other hand, chargeable delays to the purchaser are those resulting from the unavailability of providing information on time: sample pieces, technical drawings, among others, previously requested by FLUIDOTRONICA during the development of the solution/product/service, besides this, it must be added the lack of conditions to install the solution at the client's facilities, when applicable.

3.10. If the reasons represented by the cases of force majeure and/or delays of the customer's responsibility persist for more than thirty days, FLUIDOTRONICA will be entitled to cancel the orders, with no compensation to the purchaser.

4 –Product Features

4.1. FLUIDOTRONICA reserves the right to make any type of aesthetic or technical changes to its products/equipment, at any time, in the models in the catalogues, leaflets or exhibitions.

4.2. All technical, dimension or aesthetic features shown in advertising documentation are merely approximate and for informational purposes, and they cannot be used as purchase documentation. The features mentioned in the commercial offers are considered for the order.

5 –Prices

5.1. Prices are defined in the commercial offer.

5.2. In the case of orders not preceded by a commercial offer, the valid price will be the price in force at the time of the order.

5.3. There is no requirement for prior notification of the price in force in cases of orders that are not originated from commercial offers.

5.4. FLUIDOTRONICA reserves the right to change its price lists without prior notice to the purchaser, with prices being applied and valid at the date of the order.

6 –Delivery and Shipment of Products

6.1. If different conditions are not agreed, 'product delivery' is the moment when it is made available to the customer, without packaging and when leaving our facilities.

6.2. The goods travel at the purchaser's own risk and expense. All expenses with packaging, shipping and insurance are the purchaser's responsibility.

6.3. At the purchaser's request, FLUIDOTRONICA may undertake itself to send the products to their destination. In this situation, the purchaser will be charged for the costs of packaging, shipping, and the corresponding insurance. Partial expeditions will be allowed, unless otherwise agreed.

6.4. When receiving the order, the customer must check its condition. If any anomalies or damages are detected, the customer must indicate that fact in writing on the delivery note along with carrier. FLUIDOTRONICA must be informed and notified by the customer about the respective complaint and photographic records of the order must be sent. Without full compliance with this procedure, complaints and/or orders returns justified by anomaly or damage during transport will not be accepted.

7 –Guarantee

FLUIDOTRONICA guarantees the manufactured/supplied materials/products/solutions against manufacturing faults and/or due to faulty material, for the period established by law and considering the quality of the purchaser:

7.1. If the purchaser of the materials/products/solution is a **consumer, the warranty period is 3 years**, counting from the product delivery/solution/service, in accordance with the Decree No. 84/2021 of 3th January.

In accordance with the law, article 2º al. g) of Decree No. 84/2021, **Consumer** is *“the one who, with regard to contracts covered by Decree No. 84/2021, acts for purposes that do not fall within the scope of his commercial, industrial, artisanal or professional activity”*.

Therefore, in accordance with the above-mentioned legal document, the 3-year warranty period only applies **to purchase/sale contracts established between professionals and consumers**, article 3 of Decree No. 84/2021 of 3th January.

In addition, the rights granted to the consumer under article 15 expire two years after the date of communication of the lack of conformity.

7.2. If the purchaser of the materials/products/solution is a **professional user, the guarantee period is 6 months** in accordance with the Article 921 No.2 of the Civil Code.

A **professional user** is the purchaser (natural or legal person) who acquires goods for professional use, whether industrial or services, etc.

In addition, if a fault is detected, the customer must report it within the guarantee period and within 30 days after its detection, unless otherwise provided.

7.3. The guarantee periods above identified can only be changed if the order confirmation expressly indicates a deadline other than the one specified above and with the previous agreement of the purchaser.

7.4. During the guarantee period established in the previous items, FLUIDOTRONICA is obliged to repair or, when justified, to replace the supplied materials, which have proven to have manufacturing faults under its sole responsibility.

7.5. Conditions and Restrictions of the Guarantee

7.5.1. The offered guarantee is subject to the fulfilment of the following requirements by the purchaser:

- a)** Respect and strictly follow the operating and maintenance conditions recommended by FLUIDOTRONICA and/or product manufacturer;
- b)** During the guarantee period only use wear parts and replacement parts from FLUIDOTRONICA and/or product manufacturer;
- c)** Maintain strict observance of all indications and instructions of FLUIDOTRONICA/or manufacturer of the product in material application.

7.5.2. The provided guarantee for manufacturing faults and/or faulty materials does not apply to wear parts, warps, twists, and faults resulting from the nature of the used materials, from the manufacturing procedure or from mould fault provided by the purchaser, except for proven manufacturing fault.

7.5.3. This guarantee does not cover expenses for parts or machines' shipment, travel expenses of technicians, non-production costs due to stoppage caused by our products, labour of any type and lifting equipment.

7.5.4. The guarantee of the parts or repaired parts or replaced parts will end along with the original guarantee of the materials when it comes to a sale to a professional user. For the final consumer, if the good is replaced, the new good has a guarantee period of two years from the delivery date.

7.5.5. This guarantee does not apply to damages resulting from:

- a) Mishandling, neglect, operation, or inappropriate maintenance of materials;
- b) Inadequate storage of materials;
- c) Whenever the transportation of materials is not carried out by FLUIDOTRONICA's own vehicles;
- d) Inadequate assembly by third parties;
- e) Accidents of any nature.

8 –Claims and Returns

8.1. Any claims or returns regarding the products supply, solutions and services for reasons not covered by the guarantee, can only be considered when correctly reported and formally presented within a period of 8 days, counting from the receipt date, operation performance or signature of the delivery note, without prejudice to the deadlines provided in the legislation in force, insofar as they are applicable or other conditions previously agreed.

8.2. Concerning the professional users, a return of non-customized products and solutions due to reasons that are not chargeable to FLUIDOTRONICA, will result in return costs to be estimated on a case-by-case basis by FLUIDOTRONICA and those will run on behalf of the customer. Because they are the result of an interactive process of development and phased approval, the customized solutions, i.e., specifically developed for the professional user, are not eligible for return.

8.3. All returns that do not meet the requirement of previous approval from FLUIDOTRONICA, will be refused and returned to the customer, who will support the respective shipment costs.

8.4. To FLUIDOTRONICA accept the return of products, they must comply with the following requirements:

- a)** The product must be in perfect working conditions, with no evidence of inappropriate handling and with all the accompanied accessories under the same conditions;
- b)** Returns of goods already used will not be accepted;
- c)** The packaging, labelling and respective manuals must be in perfect and legible conditions;
- d)** Shipping costs associated with returns are always the customer's responsibility.

9 –Credit Supply

Credit supplies depend on the request for a current account opening and respective approval by our services.

10 –Payment

10.1. The payment terms are those defined in the Offer or in the sales document issued by FLUIDOTRONICA.

10.2. The Customer may not unilaterally suspend or reduce payments.

10.3. Late payments will be subject to the application of interest on late payments in accordance with applicable law.

11 –Applicable Law

11.1. The actual conditions of sale are governed by Portuguese law, whether it applies to national or international transactions.

11.2. Both parties, from now on, consider the district's jurisdiction of the registered office of FLUIDOTRONICA as competent to solve any dispute arising from the legal transaction.

11.3. FLUIDOTRONICA collects, stores, and uses personal data provided by customers under the allowed terms by applicable law, in a proper manner, to fulfil the contractual relationship with them and for usage and invoicing of services.

11.4. The FLUIDOTRONICA [Privacy Policy](#) can be checked on our website. Questions, comments, and requests related to this Privacy Policy and your rights should be addressed to fluidotronica@fluidotronica.com.

11.5. The customer must notify FLUIDOTRONICA immediately if there are changes in the personal data that may affect the contractual relationship and/or the invoicing.

12 –Guarantee Cover

The products or solutions provided are subject to title reservation and FLUIDOTRONICA is the beneficiary until their full payment.

13 –Final

The customer's order is sufficient proof that the buyer has accepted our general terms and conditions of sale.

Everything that is not provided for in specific agreements between FLUIDOTRONICA and the customer (for each order), it will be applied additionally the clauses of these general conditions of sale.