

General Terms and Conditions of Sale

The "General Conditions of Sale" contained in this document regulate all transactions between ITP - Indústria Transformadora de Plásticos, S.A., hereinafter referred to as ITP and the buyer hereinafter referred to as the customer.

1. MISSION AND OBJECT OF SUPPLY

- 1.1. ITP dedicates itself to the production and commercialization of plastic products, essentially directed to the domestic use, increasing its business through the internal and external expansion of its network of partners.
- 1.2. The object of the supply is conditioned by the order confirmation by ITP or, failing that, by the customer order form. Any changes, additions or total or partial cancellations of orders will only be valid after acceptance of ITP in writing.

2. PRICES, DELIVERY PLACE AND, TRANSPORTATION

- 2.1. The indicated sales prices are intended for material at ITP's facilities (unless otherwise stated), irrespective of destination, net of the VAT, which will be invoiced at the rate in force on the date of delivery.
- 2.2. In case of orders for materials under consultation or for which the price has not been previously agreed, our prices will be valid at the time of delivery.

3. CATALOGS, PROMOTIONS, AND ORDERS

- 3.1. The technical descriptions, photographs and other indications contained in the catalogs, price lists, and technical /commercial leaflets are for information only, prevailing always the prices at the date of delivery. ITP reserves the right to modify or alter them without prior notice, without such changes causing changes in commercial contracts and orders in progress or pending delivery.
- 3.2. Any conditional to the order, demanded or required by the customer, that does not fit the general conditions of sale, will be considered void and without any effect, unless written confirmation of the same by ITP.
- 3.3. ITP reserves the right to cancel (without any responsibility) the orders pending delivery when the customer has not fulfilled all or part of previous contracts or payments.

4. OWNERSHIP RESERVATION

All moulds, tools, raw materials, packaging, or other materials owned by the client and under ITP's control are identified, protected, and safeguarded. Any loss, damage, or unsuitability will be reported to the client with documented follow-up.

5. DEADLINES FOR DELIVERY AND SERVICES

- 5.1. Delivery times requested by the customer are considered as merely indicative and subject to confirmation when requested. ITP cannot be held liable for damages due to delays in delivery or any kind of penalties unless these are duly indicated in the contract.
- 5.2. The delivery period can only be considered from the date of clarification of all technical and/or commercial conditions, the delivery by the customer of all the elements necessary to execute the order and after the payment is made in advance when it has been agreed.
- 5.3. The deadline for delivery is considered to be fulfilled, provided that the customer is informed that the goods are ready to be dispatched or if the goods leave our warehouses within the agreed period.
- 5.4. ITP reserves the right to make partial deliveries and to make them separately to the customer unless prior indication by the customer.

6. CREDIT AND PAYMENT CONDITIONS

- 6.1. Until other delivery conditions are agreed upon, our invoices are paid for promptly.
- 6.2. The provision on credit presupposes the analysis and agreement of ITP, regarding the conditions, amount and term of payment to be agreed in writing.
- 6.3. ITP reserves the right to charge late payment interest at the statutory rate on overdue and unpaid invoices.
- 6.4. If the payment terms are not fulfilled in full, the commercial discounts considered will be without effect.
- 6.5. ITP reserves the right at any time to cancel the supplies, in particular in cases where credit limits, amounts or deadlines are exceeded. These limits and criteria are established solely by ITP, without having to justify them.
- 6.6. The goods supplied are owned by ITP until payment is made in full, and the customer is vested with the responsibility of a faithful depositary of the material provided by ITP until the full compliance with the contractual obligations it has assumed.

7. LIABILITY FOR DEFECTS / COMPLAINTS

The customer has seven days after receipt of the goods to claim defects, as well as a discrepancy between the quantity billed and received.



8. BONIFICATIONS

8.1. Any commercial discount or quantity, rappel, or additional bonus granted on list prices, is always conditioned to that previously agreed by ITP, and to full compliance with the conditions individually contracted.

7.2. ITP reserves the right to cancel all bonuses, rebates or abseiling in case of total or partial non-compliance with these contractual conditions, non-payment or delays.

9. RETURNS

9.1. Returns will only be accepted after prior agreement by ITP and provided that the return of the goods and/or goods is carried out in good condition. In these cases, ITP will depreciate a value corresponding to 10% of the value of the initial sale, to cover any expenses incurred, such as transportation, reception, inspection, etc.

10. COMPETENT COURTS

10.1 In the event of a dispute, it is stated that the jurisdiction shall be that of the district of Leiria, expressly renouncing any other.