# General terms and conditions of purchase

## 1 Scope and Application

These General Terms and Conditions of Purchase ("Terms") govern the purchase of goods and/or services by ASD – Bath, S.A. ("ASD Bath") from any supplier or service provider (the "Supplier").

These Terms apply to all commercial relationships established by ASD Bath, unless otherwise expressly agreed in writing, and constitute the contractual framework applicable to all purchase orders, requisitions and contracts.

The express or implied acceptance of any purchase order issued by ASD Bath shall constitute full and unconditional acceptance of these Terms.

## 2 Formation of Purchases

All purchases by ASD Bath shall be made by means of a contract, requisition or purchase order.

All supplies shall be provided in strict compliance with the agreed terms. No modifications or deviations shall be permitted without the prior written consent of ASD Bath.

## 3 Delivery and Acceptance of Goods

Goods shall be delivered during ASD Bath's receiving hours, from Monday to Friday, between 08:00–12:00 and 13:30–16:30, unless otherwise agreed in advance.

All deliveries must be accompanied by a delivery note or transport document indicating the relevant purchase order or requisition number.

All risks relating to the transportation and storage of the goods shall remain with the Supplier until delivery and acceptance by ASD Bath.

Where the goods cannot be fully inspected at the time of receipt, ASD Bath reserves the right to make subsequent claims regarding the quantity and/or quality of the goods supplied.

## 4 Technical Requirements, Quality and Legal Compliance

All supplies are subject to inspection and approval by ASD Bath and may be rejected if they do not fully comply with the purchase order specifications.

Where applicable, supplies must be accompanied by the relevant quality, test or conformity certificates. In the case of equipment supply, the Supplier shall provide:

- Operating instructions in Portuguese;
- CE marking;
- Declaration of conformity;
- Compliance with applicable European and national legislation.

For product supply:

- A REACH compliance declaration and, where applicable, a Safety Data Sheet must be provided with the first delivery;
- Updated Safety Data Sheets must be provided whenever changes occur;
- All products must be labelled in accordance with the CLP Regulation.

## 5 Provision of Services

In the provision of services, the Supplier shall submit a service report detailing the work performed, which must be validated and signed by an authorised representative of ASD Bath.

## 6 Confidentiality and Subcontracting

The Supplier shall maintain strict confidentiality regarding all information accessed during the contractual relationship.

This obligation extends to its employees and subcontractors, for whose actions the Supplier shall remain fully responsible.

Subcontracting shall only be permitted with the prior written approval of ASD Bath.

## 7 Health, Safety, Environment and Waste

Service providers shall be responsible for ensuring appropriate health, safety and environmental conditions in the execution of their work.

When operating at ASD Bath's facilities, they must comply with all applicable internal rules and use appropriate personal protective equipment.

Any incident must be immediately reported to ASD Bath. All costs required to restore the original condition shall be borne by the service provider.

The abandonment of waste or the discharge of effluents into stormwater or domestic drainage systems is strictly prohibited.

## 8 Inspection, Audits and Liability

All goods and services supplied are subject to inspection and approval by ASD Bath.

Non-compliant supplies must be replaced by the Supplier at its own expense, including all associated costs.

ASD Bath reserves the right, upon reasonable prior notice, to visit the Supplier's premises to verify compliance with the agreed conditions, including technical, legal, quality, safety and environmental requirements.

Such visits shall not constitute periodic audits or continuous supervision and shall not limit or affect the Supplier's full responsibility for compliance with its contractual obligations.

## 9 Non-Conformities

Any defect or breach may give rise to a formal claim.

The Supplier shall implement corrective actions within the deadlines defined by ASD Bath.

Failure to remedy non-conformities shall constitute grounds for termination of the purchase order or contract.

## 10 Deadlines, Delays and Force Majeure

The Supplier undertakes to strictly comply with agreed deadlines.

If any delay is anticipated, the Supplier must notify ASD Bath in writing, indicating the reasons and the expected revised delivery date.

Neither party shall be liable for failure to perform its obligations where such failure results from events beyond the reasonable control of the parties, including unforeseeable and unavoidable circumstances.

If a force majeure event persists for more than thirty (30) days, either party may terminate the contract without entitlement to compensation.

## 11 Penalties

In the event of delay attributable to the Supplier, ASD Bath may apply a penalty corresponding to 3% of the purchase order value per day of delay, up to a maximum of 100% of the total order value. Such amount may be deducted from any sums due.

## 12 Termination

ASD Bath may terminate the purchase order or contract, without liability, in the event of contractual or legal breach, insolvency of the Supplier, or non-compliant supplies.

## 13 Data Protection

The Supplier shall comply with the General Data Protection Regulation (GDPR) and ensure that any processing of personal data is strictly limited to what is necessary for the performance of the contractual relationship.

## 14 Governing Law and Jurisdiction

These General Terms and Conditions of Purchase shall be governed by and construed in accordance with Portuguese law.

Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Judicial Court of the District of Aveiro, Portugal.

## 15 Performance Evaluation

Suppliers and Service Providers may be periodically evaluated with regard to quality, compliance and environmental and safety practices.

**ASD - BATH, S.A.**

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