

General Conditions of Sale

1. Introduction

These conditions must form an integral part of all proposals and contracts for the sale of materials or products and services traded by NOXEL, LDA. Any condition presented by the customer/buyer in the respective order, or by any other mean, will only take effect upon acceptance, in writing, of NOXEL, LDA. The formalization of an order by the customer/buyer implies prior knowledge and full and unreserved acceptance of these general conditions of sale.

2. Proposal

NOXEL, LTD. prepares and submits to the Customers the supply proposals that are requested. The prices presented by NOXEL, LDA for the supply proposals are valid, exclusively, for the quantities agreed; any changes may imply a price revision.

The proposal of NOXEL, LDA. will be valid for a period of 15 days from the date of issue, unless otherwise expressly stated in the proposal. NOXEL, LDA may, at any time, revoke its offer, prior to receipt the buyer's acceptance. In the case of proposals for materials or products that are not part of our stock, in the case of an order, see clause 3.3.

3. Order

The formalization of an order by the customer/buyer of materials or products and the contracting of services must be carried out in a writing document.

3. 1 - NOXEL, LDA will accept, and process orders it receives through the means made available to customers, as well as those delivered to NOXEL, LDA representatives.

3. 2 – Orders are only considered formally accepted, and presuppose a supply, when the defined award criteria are met. In any case, orders are only considered accepted, and supplies performed, when the credit limits and payment term established for current account customers are not exceeded.

3. 3 – Orders for materials or products imported exclusively for a customer are considered irrevocable.

4. Prices

Prices must be understood as net for materials in stock, which materials will be transported to the delivery place, at the Customer's risk and expense. Even if the shipping costs of goods will be borne by NOXEL, LDA, the materials will always be transported at the risk and expense of customer, so NOXEL, LDA will not accept returns or claims for materials damaged in transit or in cargo operations and discharge.

The Value Added Tax (VAT) in force on the date of sale or any other tax that, under the terms of the Law, is or will be due to the State will apply on the agreed net prices.

5. Material selection

If NOXEL, LDA. provide any advice on material selection or other similar assistance, it is delivered free of charge, without any commitment, representation, or warranty, and NOXEL, LDA shall have no liability – either compensatory or consequential – for such advice or assistance.

6. Specifications

Materials must conform to agreed specifications. If no specifications have been agreed, the materials must comply with the general specifications applicable to the type of materials sold by NOXEL, LDA, on the date of delivery. Declarations regarding product information, manuals, internet sites, price lists or other information relating to the materials will only be binding on NOXEL, LDA when expressly referred to in the business proposal or contract.

7. Delivery time

The agreed delivery time means the date on which the materials are expected to be ready for dispatch from NOXEL, LDA. NOXEL, LDA reserves the right to divide and deliver the materials in batches. If there is no agreement on the delivery date, it must be carried out in accordance with the capacity planning of NOXEL, LDA. If no delivery time is agreed, delivery must be carried out in accordance with the capacity of NOXEL, LDA. If delivery terms are not agreed, they will apply at our company at the option of NOXEL, LDA. If the delivery is delayed for more than eight weeks, the buyer must, as the only solution, be able to stop and cancel the purchase of the delayed goods, notifying NOXEL, LDA in a writing document. In case the quantity of materials is agreed based on weight or meter, it must be considered by approximation and the quantity to be supplied may be adjusted by NOXEL, LDA according to the product standard or normal manufacturing conditions and the price adjusted accordingly.

For pipes, the agreed length, and for the fittings, the number of articles, may be adjusted in the same way by NOXEL, LDA. The weight or quantity printed, or otherwise indicated on the materials supplied by NOXEL, LDA, will be considered correct, unless there is evidence to the contrary. NOXEL, LDA will not be liable for any direct or indirect damage or consequences attributable to a late delivery. The materials or products are considered reserved for customer and must be picked up at the NOXEL, LDA company within 48 hours of the agreed delivery date, after which the guarantee of their availability will cease.

8. Defective and missing materials

The delivered materials must be free from defects (imperfections). Materials will only be considered defective if they do not conform to the specifications determined by clause 6 above. NOXEL, LDA is not responsible for any function, quality, or characteristic of the materials other than those expressly indicated above, so any implied conditions, whether by law or by any other way, relating to the materials quality or suitability for the purpose in view, are thus excluded. In the event of any defects or missing goods, the buyer must inform NOXEL, LDA, in a writing document, within the week following the arrival of the goods at their destination. Regarding defects that could not have been reasonably detected upon arrival of the materials at their destination, the buyer must notify NOXEL, LDA, in a writing document, within two weeks of the date on which the defect was detected. However, any notice given than one year after the transfer date of risk in the goods to the buyer, will not have legal effect. In case of late notification, NOXEL, LDA is not obliged to carry out any repairs or pay any compensation. In the event of any defects or missing materials, and if the buyer has notified NOXEL, LDA in proper time, in accordance with the above, the latter shall, at its own expense and within a reasonable time, at its own choice, rectify the materials and deliver new defect-free materials; in case of missing materials, NOXEL, LDA must deliver the missing quantities to the agreed destination place. Defective materials must be returned to NOXEL, LDA. while the replacement products are delivered. As an alternative to correcting a defect or a missing quantity, NOXEL, LDA will always have the right to credit to the buyer the decrease in the materials value, in proportion to the value of the defective or missing goods. In addition to the rights and compensations expressly referred to in these Conditions or in the Contract (as defined in clause 14 below), the buyer may not invoke any other right for defect or missing goods, except in the case of gross negligence by NOXEL, LDA.

9. Returns

NOXEL, LDA may accept returns, subject to the following conditions:

- 9.1 – That these occur within 8 (eight) working days after the supply, that are duly substantiated and that are not included in clause 3.3;
- 9.2 – Always need the written approval of NOXEL, LDA;
- 9.3 – That the materials are in conditions to integrate the NOXEL, LDA stock;
- 9.4 – That the materials are placed by the Customer in the NOXEL, LDA warehouses, accompanied by the corresponding return note and clearly mentioning the delivery note/supply invoice.
- 9.5 – The credit notes to be issued can only be deducted from the supply payment that originated it.

10. Warranties

NOXEL LDA guarantees the functioning of the materials supplied, related to manufacturing defects, during the period defined by law, counting from the date of effective materials delivery to the customer. If the goods are not collected immediately for reasons attributable to the customer, the period starts from the moment the respective invoice is issued.

10.1 – The warranty does not apply to replacements and repairs that result from normal wear of the material, from deterioration or accidents resulting from negligent use, lack of supervision, maintenance, or faulty use, as well as from the products used under extreme conditions and out of what are considered normal conditions, and at last, with a different use of the products in relation to the purpose for which they were manufactured or sold. It also does not apply if the customer intervenes in the equipment, namely through its repair or attempt to repair it, in any way or for any other purpose.

10.2 – The existence of a defect must be recognized by the technical services of NOXEL, LDA, at its premises. In the event of a defect, the customer has all the rights conferred on it by law, namely the right to repair or replace the defective product, which it may use, free of charge, within the warranty period defined by law.

11. Force majeure reasons

Neither entity will be liable for any delay in accomplishment or accomplishment failure to its obligations if such delay or failure has resulted from facts or circumstances beyond its reasonable control, such as war, terrorism, fire, explosions, floods or other weather extremes conditions, serious machines breakdown, strikes, stoppages and other labour disputes, commercial disputes, and denial of licenses.

Such delays or failures will not constitute a breach of the agreed contract, having as effect that the affected entity is released from liability and from all contractual claims referred to it. The deadline for compliance will be extended for a period equivalent to the period during which compliance is thus prevented. If such delay or default persists for more than three months, either entity shall have the right to terminate this contract if the goods have not yet been delivered to the buyer. In the event of such termination, neither entity will be entitled to any compensation, but any prepayment in respect of materials not yet delivered will be refunded and goods in transit undelivered, will be returned.

12. Ownership

NOXEL, LDA retains title to the delivered materials until the buyer has made full payment of them. (ii) NOXEL, LDA also holds title to the delivered materials until the buyer has made full payment of any other amounts owed by the buyer, to NOXEL, LDA (iii) Until title is transferred, NOXEL, LDA has the right to recover any materials in the possession or under the control of the buyer, in respect of which he holds title, thus granting NOXEL, LDA the right to enter any land or building where the materials are stored, to collect them. (iv) If the buyer transforms unpaid materials to perform a new good, NOXEL, LDA is entitled to the new object in proportion to the value of the unpaid materials, until the date on which it receives full payment from the original goods. (v) If the buyer sells any unpaid material or the new item performed, the buyer hereby assigns part of its income to a third party, equivalent to the debt for the unpaid materials/new item sold. (vi) Each sub-clause (i)-(v) above will take effect autonomously and in the event that any of them is ineffective for any reason the others will maintain their validity and effectiveness, the parties will be entitled to compensation but any prepayment for undelivered goods will be refunded and undelivered goods in transit will be returned.

13. Payments

13.-1 – For customers without a current account, unless otherwise agreed, all payments are made at NOXEL, LDA's premises upon materials or equipment delivery. Payments may be made in cash, or electronic debit card, at NOXEL, LDA premises where the necessary means are installed. Bank transfer or payment by check up to €100 or certified check above that amount, will also be accepted, in which case the material will be delivered after the payment has been made.

In situations where, according to the business proposal presented, the need for an initial payment is foreseen at the time of the order, this is only considered effectively accepted and the supply process is triggered, after payment confirmation. Customers who wish to make purchases on credit must place the order by filling in the appropriate form, which, in the event of acceptance, will start the supply process. This situation will only be possible for amounts above €50. For customers who have a current account, benefit from credit sales conditions, a maximum amount of outstanding amount will be defined, as well as a deadline of 60 days from the date of each invoice to make the payment. The values are subject to periodic updates and may be reviewed or changed on a case-by-case basis, without prior notice. For customers who have a current account using credit payments, but who wish to settle the sale in cash, a 1% discount will be processed, not including environmental fees.

13.2 – The agreed prices do not include Value Added Tax (VAT) or any other tax or fee, unless expressly stated otherwise. If NOXEL, LDA, for any reason, must pay the buyers VAT and VAT-related fines (for example, if the buyer is not exporting the materials or does not indicate the correct VAT code), the buyer must refund the NOXEL, LTD. for these costs, plus default interest, as indicated below in relation to NOXEL, LDA payments.

13. 3 – For customers with a current account, payment will be due 60 days from the invoice date. If the buyer does not pay on time, he must pay default interest on the amount owed at the supplementary rate in force in accordance with and pursuant to art. 102 of the Commercial Code and art. 559 of the Portuguese Civil Code.

14. Completeness of the contract

These Conditions, the acceptance of the annexes to the established contract and any amendments agreed in writing constitute the entire contract of the parties. The contract supersedes all prior or current negotiations, commitments, and agreements between the parties, whether written or oral, with respect to the materials covered by this contract.

15. Applicable law

The contract will be governed by Portuguese Law, excluding the conflict rules and the United Nations Convention International Sale of Goods Law (and unless otherwise stated in clause 16, below, in the third paragraph).

16. Disputes

Any differences, controversies or claims arising out of or in relation to this Agreement, or its violation, termination, or invalidity, and chosen by the parties to be the Court of the District of Oeiras. Alternatively, NOXEL, LDA may, at its sole option, choose to resort to the competent courts of the buyer's country and the laws applicable there, for the purpose of collecting the buyer's overdue debts.

17. General Limitation of Liability

Apart from what is expressly set out in these Sale Conditions, or what has been agreed to the contrary, NOXEL, LDA will not, under any circumstances, including product liability, be liable for any incidental, indirect or consequential loss or damage, including without limitation, lost profits, production losses, production rejections or claims by the buyer's customers. This limitation, however, does not apply in the case of gross negligence or wilful misconduct. NOXEL, LDA is not responsible for any claim, provided that the same is notified more than one year after the date on which the risk of the goods was transferred to the buyer.

Last revision - 2017.03.01