

General Conditions of Sale

I – Introduction

- 1- All accept orders by MOPAVE, LDA force all clients to accept this conditions of sale. This conditions of sale prevail about all others estipulations and prevail to all matching buyer. If you can take your own conditions you have to contact MOPAVE, LDA in order to create a write document signed for you and for us with the news conditions of sale.
- 2- All sales made by MOPAVE, LDA are conditioned to this general rules in singular contracts and you, as buyer, have to accept them. We assume that the buyer as read and undertood this documents and we are free to clarify any question about this rules.
- 3- All orders made to MOPAVE, LDA are considered accepts after we send you an write document accepting that, for example, by email.

II – Prices

- 1- All MOPAVE, LDA prices are valid by all material in our own factory. This material will be transported from our factory to a local choosed by the clients for the buyer risk.
- 2- If rates of send are includes in prices, all material will ever send by risk to the buyer. We will not accept returns or complains of material damaged in process of transport or loading and unloading.
- 3- In liquid according price will be include the VAT - in legal value - and other rate that have to be payed to state ate date of seeling.

III – Delivery time

- 1- Except if MOPAVE, LDA report you, all dates of delivery will be just informative like is write in law.
- 2- For this fact, if we don't delivery the material in right date, the buyer can not cancel the delivery and can not complain to us that fact. The client can not also ask us a compensation.
- 3- In the same mode, MOPAVE, LDA is not responsible for any delay in delivery of the material. If there are any strong case or if there are thefts, MOPAVE, LDA is not responsible for this material. We just have to compense you, if there are any problem of guilt in our factories, if there are any problem to manufacturing, dispatch or delevery in Portugal, and situations of strick, fire, floods, accidents with materials or tools, wars, epidemics, vandalism acts, sabotage, terrorism, interruptions on transports or anormal weather conditions.

IV – Retentions of title

- 1- All credit sales are made with reservation of ownership of sell material by MOPAVE, LDA until the buyer pay all material value.
- 2- Consequently, the buyer can not use the material for any purpose until pay all the material value or ask MOPAVE, LDA for an authorization to use that.

V – Warranty

- 1- MOPAVE, LDA ensures the correct operation of the material until 1 year counting of the legal delivery to the buyer. If the law imposes a longer period it will be the right one. If the buyer can not take the material in the delivery date, the period starting at the moment of the bill.
- 2- The warranty in punct 1 is not applicable to substitutions and reparations resulting by the normal material wear, is not applicable for deteriorations or accidents negligents, by lack of vigilance, by defective maintenance or utilization, by use of equipments in extreme conditions and it is not applicable if the equipments are being used in works differents of your own skills. It is not applicable too if the buyer interfer in the equipments trying or doing any type of reparation or in other finality.
- 3- The existence of a defect must be recognized by MOPAVE, LDA you our own factory. If there are a defect detected by our technical support, our buyer are all legal rights like a repair or replacement of the defect equipment. It will not be any adicional charges.
- 4- All substituted parts, in legal terms, must be send back to MOPAVE, LDA.
- 5- MOPAVE, LDA is not responsible for any damage caused by our representatives or auxiliaries in case of light trespass.

VI – Technical assistance

- 1- Like buyer rights said, during warranty time, any technical assistance or service made by MOPAVE, LDA must be paid by the buyer.
- 2- Like buyer rights said, during warranty time, all material repaired or replaced by MOPAVE, LDA must be delivered in our factory.
- 3- Buyers that ask to MOPAVE, LDA assistance and put your own workers working in our factory are responsible to all your workers contracts and they must have to respect all security standards, they have to respect all environmental standards and they have also to have insurance contrats to all worker independently of your contracts terms.
- 4- If the buyer repair the equipments in other company, MOPAVE, LDA is not responsible for the reparation and we don't have to pay nothing to the buyer.

VII – Payments

- 1- All bills must be paid, like said in law, at MOPAVE, LDA headquarters in TROFA city, Porto, Portugal.
- 2- Where the payment will be made by benefits, if there are just one payment fault, MOPAVE, LDA determines the immediate maturaly of the next benefits, without prejudice in law.
- 3- If there are just a fault of a payment by the buyer, MOPAVE, LDA ca immediately suspend other news orders.
- 4- If the buyer incurring arrears in compriment of any order, on the amount of debt, and during the period which it's in default, will be added interests at the legal rate supplementary to trade obligations and plus five percentage points.

VIII – Complains and exchanges

- 1- We will just accept the material devolution if you ask us and we accept. For we accept you must be a valid reason and you must be asked within a maximum of 5 days conting of the document sale date and you have to added to the process the Return Note. The material must be in original boxes and it must be in good conditions.
- 2- All devolutions are sujeted to a devaluation of 20%. We don't accept devolutions of products "non-standard" or out of production.

IX – Reception of the material

- 1- MOPAVE, LDA is not responsible for any damage in material from the time it left our of our factory, without prejudice to the law on the rights of the purchaser during the warranty period. If the material remain in MOPAVE, LDA instalations, for convenience of the buyer or for any delay by the buyer to delevery them, the risk transfer it self immediately.
- 2- All costs of transport, packing, safe and customs if there are relative to sending material must have to be payed by the buyer.
- 3- All selling materials, even with delivery paid, will be send by the buyer risk. If there are any problem with the material, the buyer is the responsible for asking is rights to the transportation company.

X – Termination of the contract

- 1- All buy and sell contracts can be ended by MOPAVE, LDA if the buyer don't pay at least one benefit, without prejudice of the available law.
- 2- In this situations, the buyer must have to send back all material to MOPAVE, LDA at maximum of eight days counting by the day which MOPAVE, LDA sent a write warning to the buyer. The buyer must have to pay all transport costs or/and any damage on the material.

XI – Jurisdiction and applicable law

- 1- The courts of Santo Tirso will be responsible for solving any issues relatively to that general conditions, without prejudice of the available law.
- 2- Portuguese law is the valid law to manage any problem present on this buy and sell contract.

XII – Communication and information

- 1- All this conditions are communicated to the buyer with this document that will be added to the bill when the order will be finished.
- 2- Any question that the buyer can do to MOPAVE, LDA related to this contract must be made by fax number +351 229821514 or by a letter send to our company or by email: geral@mopave.pt