

# Master Blank General Terms of Sale

## 1- General

The MASTER BLANK general terms of sale are an integral part of the Orders and Contracts placed by clients.

Both parties agree that in the case of a dispute, the terms presented by MASTER BLANK in their documents prevail, and that the client is fully aware of this.

It is the client's responsibility to verify that she/he has a full and unambiguous understanding of the request being made to MASTER BLANK.

## 2- SCOPE OF APPLICATION AND VALIDITY

The present General Terms of Sale are applicable exclusively to MASTER BLANK clients.

These terms come into force and are considered to be accepted by the client when a request is made to MASTER BLANK. It will remain in effect until the completion of the contract between the parties and termination of all obligations agreed upon by each party.

These terms are applicable to all purchases that the client makes through MASTER BLANK, without prejudice to the specific terms that the parties may have agreed to in writing.

All the terms proposed by the Client, other than those here presented, and that are not expressly accepted in writing by MASTER BLANK, will lack effectiveness and will not be binding.

Documents issued by MASTER BLANK that differ from the terms here presented, such as in brochures, catalogues, ... have a merely informative character and MASTER BLANK reserves the right to modify these at any time.

## **3- BUDGETS/PROPOSALS**

All proposals/budgets have a validity of 30 days.

Delivery times are indicative and therefore must be confirmed at the time of order.

## 4- RECEPTION/CANCELLATION OF ORDERS

The validity of a proposal will be subject to an order by the client and subsequent confirmation by MASTER BLANK.

The validity of the order depends on acceptance by MASTER BLANK.

If there are differences between the order and the confirmation, the client shall make a note of the corrections to be made on the order proposal and notify MASTER BLANK within 24 hours of receipt of confirmation. After this period of time, it will be deemed that the client has accepted the terms of the confirmation of the order.

MASTER BLANK undertakes to produce the CLIENT's order only when payment has been made in full at the time of placing the order.

The Client is obliged to accept the goods once these are produced and thus should confirm in advance and in writing whether it is possible to cancel the order it placed.

It is not possible to cancel requests for non-standard products or for special productions.

In their requests for non-standard products or for special productions, the clients will send a detailed plan and will pay for the customization.

The offers/plans/drawings carried out by MASTER BLANK are their property, therefore the client may not give them to third parties without MASTER BLANK's written consent.

## **DELIVERY DEADLINES**

Delivery times are established according to the class of the requested products. Partial deliveries of products and/or orders are also allowed.

Delivery times indicated or agreed upon acceptance of orders may be extended for reasons beyond our control or due to unforeseeable causes, in such cases there is no scope for any kind of compensation.

When the client does not comply with its obligation to pay, MASTER BLANK reserves the right to withhold the delivery of materials until payment in full is made.

### TRANSPORTATION

All of MASTER BLANK's products are delivered to the carrier after a thorough quality control and packaging process, thus upon receiving the products, the Client should record any external or visible damage caused by transportation, in the Transport Documents.

MASTER BLANK does not accept responsibility for the negative effects that may occur in the goods during transport (losses, damage, ...), or the damages that may result from delays in its delivery for any reason.

Products subject to delivery to the client on MASTER BLANK premises:

- Must be collected within 7 days after informing the client that the product is ready

- MASTERBLANK will be able to pass storage expenses and other costs incurred to the client if the products are not collected within a period of 7 days.

### INVOICING

The prices and terms of payment are those that were in force on the date of issue of the invoice and may be changed without prior notice.

The values of invoices are not susceptible to negotiation, nor to any discount.

Any billing errors should be reported to the commercial department within 15 days.

#### **CREDIT LIMITS**

The opening of an account should be requested and will depend on the evaluation carried out by MASTER BLANK's financial services.

The credit limit is assigned internally by MASTER BLANK and might not be communicated to the client.

All supplies to clients with liability values exceeding the determined values or who are behind on payments, will be suspended.

### **PAYMENT TERMS**

Payment terms will be those specified in the confirmation of the order.

If the Customer does not make the payment by the due date on the invoice, MASTER BLANK may claim payment of default interest, calculated at the statutory rate, up to the date on which full payment is made.

Until full payment is made, the goods are owned by MASTER BLANK, transfer is carried out with the payment that makes up the total value of the purchase order.

## **RETURN/COMPLAINTS**

MASTERBLANK does not accept returned items except for goods with production flaws.

Any return must be previously authorised in writing by the MASTER BLANK's Commercial Department.

Any return, previously authorized by MASTER BLANK'S commercial services must be accompanied by the respective return delivery slip, include the invoice number and transport documents from Master Blank with an indication of the items being returned.

Measurements and plans calculated by our technical services will be the responsibility of the customer.

Returned products must be delivered by the Customer to the MASTER BLANK factory within 15 days after acceptance in writing by MASTER BLANK's Commercial Department.

Products must be returned by the customer in their original packaging.

We do not accept returned products that have been changed/applied.

The return will only be accepted after analysis and compliance by the technical elements of MASTER BLANK.

If MASTER BLANK agrees to receive your returned product, its liability is limited to the replacement of the returned product by another one with the same characteristics, with no payment for damages and loss.

The return of a product does not absolve the client from paying their debts in a timely manner and to fulfil all other obligations.

### WARRANTY

During storage, avoid exposure to atmospheric agents, goods should be particularly protected from direct sunlight and should be carefully kept in a covered, dry, well ventilated area away from other sources of heat.

Application/processing must be carried out at temperatures between +5° C and +30° C

We advise you to use personal protective equipment such as masks, gloves and sunglasses

MASTER BLANK's recommendations for application of the goods, be they provided orally, in writing or as a result of tests, are the most accurate as of the date of publication. These recommendations do not absolve the customers from the responsibility of undertaking product control of MASTER BLANK products that are delivered, as well as their correct use and application, in accordance with the abovementioned observations and standards, techniques and best construction practices applicable to the implementation of all work inherent to such application. Application and use occur outside the quality control undertaken by MASTER BLANK and are consequently outside MASTER BLANK's responsibility, thus they are not covered by this warranty for loss, damage or poor performance of the product arising from its inadequate application or incorrect use.

We guarantee the high quality of MASTER BLANK products and in all cases our liability shall be limited to the value of the delivered products for a period of 2 years.

#### JURISDICTION AND DISPUTES

Any disagreement that may arise from the application of these terms, will be subject to the Jurisdiction and the Court of Alcobaça.