

GENERAL CONDITIONS OF SALES - INTERNATIONAL MARKET

These general conditions regulate the sales and after-sales relations established between GOSIMAT - Comércio e Indústria de Materiais de Construção, Lda, hereinafter referred only as GOSIMAT, and the CUSTOMER, arising from the sale and supply of GOSIMAT's products and services. Unless otherwise agreed between both parties, other conditions will apply whenever the CUSTOMER place an ORDER to GOSIMAT.

1. ORDER AND SUPPLY

- a) The ORDER must be placed by the CUSTOMER preferably in writing, by email or fax, to the contacts provided by GOSIMAT. Alternatively, the CUSTOMER may request it by telephone or from a GOSIMAT Sales Representative.
- b) An ORDER is a request that is made directly to GOSIMAT for the sale/supply of one or more products (merchandise). When placing the ORDER, the CUSTOMER acknowledges that has been duly informed and accepts the characteristics and specifications of the product supplied by GOSIMAT.
- c) The CUSTOMER is solely responsible for the choice/selection of the ordered items, as well as for the function to which they will be destined and their eventual installation/assembly. GOSIMAT is not responsible or guarantees that the ordered by the CUSTOMER are the appropriate(s) for the intended technical applications.
- d) Whenever an ORDER is placed whose item is to be produced and is of greater complexity and/or specificity (e.g. wardrobes or other types of products that GOSIMAT does not manufacture for stock), the ORDER must be accompanied by the respective drawings technical, physical samples and/or other information essential to its production, being the CUSTOMER's sole responsibility its integrity, content and delivery to GOSIMAT. Without receiving this information, the ORDER will not be processed by GOSIMAT.
- e) The ORDER is automatically processed by GOSIMAT within 48 hours, unless it is considered to be of greater complexity, specificity (in this case: pocket frames, doors, door frames, wardrobes or other carpentry items) and/or of high value. In these situations, GOSIMAT will request the CLIENT to confirm the ORDER in writing within a maximum of 72 hours. After this period, if the CLIENT does not object, the ORDER is considered accepted as sent and automatically processed.
- f) After the deadline referred to in point e), in order to avoid losses with resources already made available, GOSIMAT reserves the right not to accept the cancellation of the order by the CLIENT. GOSIMAT also reserves the right to decline the ORDER if they lack the resources to fulfil it, notifying the CLIENT of this decision.
- g) The change requests to the ORDER already confirmed will only be processed if GOSIMAT accepts them and informs the CUSTOMER in writing about the changes and may be subject to additional costs and a change on the expected delivery date. Within a maximum period of 48 hours after this information and if the CUSTOMER does not manifest otherwise, the ORDER is considered accepted on the new presented terms by GOSIMAT, with no right of cancellation by the CUSTOMER. Requests to change the order already confirmed and with an internal manufacturing order (in this case: pocket frames, doors, frames, wardrobes or other carpentry items) have an administrative cost of €25. In cases where the production has already started, GOSIMAT does not accept the request to change it and the CUSTOMER will have to place a new order and pay for the material that has already been produced (partially or fully).
- h) The supply will be carried out by GOSIMAT in accordance with the pre-established conditions on the ORDER, except for exceptions duly agreed between both parties. Orders delivered to the international market will be subject to the INCOTERM conditions in force at the time of delivery.
- i) GOSIMAT is responsible for informing the CUSTOMER about its production deadlines and/or supply, whenever the CUSTOMER requests it, before placing the ORDER, by email or telephone to the provided contacts. The CUSTOMER accepts, when placing the ORDER that the mentioned production timings indicative may be subject to changes, without prior notice, due to force majeure beyond the control of GOSIMAT.
- j) GOSIMAT is responsible for informing the CUSTOMER, by email or telephone, of the conclusion ORDER date for the purpose of carrying out its supply/collection.
- K) When transport is handled by GOSIMAT, the CLIENT must, on the date of order confirmation, provide GOSIMAT with all the necessary information for the proper delivery of the goods, namely unloading location(s), conditions and existing physical resources at the unloading location(s), legal requirements for transport and packaging of the goods. It is the CLIENT's responsibility to provide and ensure, at the time of unloading, the necessary physical and human resources at the respective location(s).

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- l) GOSIMAT reserves the right to charge for the full cost of a re-delivery whenever the first delivery is not possible and they have to be reshipped due to reasons solely attributable to the CLIENT, namely incorrect delivery addresses, closed premises and/or absence of the CLIENT at the time of unloading, non-payment, etc.
- m) For orders of limited stock items and which are not collected by the client within a maximum period of 15 (fifteen) working days, GOSIMAT reserves the right to sell the stock to another client. To guarantee the reservation of the item, Gosimat reserves the right to request an award fee.
- n) Large items (e.g. metallic fire doors, sliding door frames, among others) that require a dedicated pallet for the transport, GOSIMAT will charge an extra value for the pallet/easel.

2. ORDER COLLECTION (TRANSPORTATION AT CUSTOMER'S EXPENSE)

- a) The collection of orders whose transport is the sole responsibility of the CLIENT must be carried out within a maximum period of 15 (fifteen) working days after GOSIMAT has notified the completion of the ORDER.
- b) If the order is not entirely collected during the aforementioned period, GOSIMAT reserves the right to charge the amount of €5/pallet for the occupation of warehouse space for each day of delay in collecting the goods.

3. PRICES AND PAYMENT CONDITIONS

- a) The prices, terms and payment conditions will be those agreed and established between both parties on the date of the ORDER confirmation.
- b) For ORDERS of greater complexity, specificity and/or high value, GOSIMAT reserves the right to demand a prior payment, as an award, which may be in the total or partial value of this. The delivery period indicated on the ORDER, for these situations, will start from the date on which the amount is properly collected.
- c) GOSIMAT reserves the right to update the prices showed on the ORDER if there is a substantial variation of the production costs or fees/taxes that increase prices and are beyond the responsibility and will of GOSIMAT. If it is necessary to invoke this right, GOSIMAT will inform the CUSTOMER of the prices change. The CUSTOMER must communicate in writing, within a maximum period of 4 (four) working days, any disagreements, otherwise the new prices will be considered accepted and it will not be possible to cancel the ORDER.
- d) The non-compliance, in whole or in part, of the payment conditions established on the ORDER, gives GOSIMAT the right to cancel or suspend the supply, there being no responsibilities on the part of GOSIMAT regarding possible delays on supplying or other damages that hence come to the CUSTOMER.
- e) Invoices not paid by the CUSTOMER on the due date will be subject to interest on arrears due and falling due at the legal rate in force until their full payment.
- f) If there is a interpellation by GOSIMAT so that the CUSTOMER proceeds with the payment of overdue amounts, the CUSTOMER has an additional period of 8 (eight) working days from the date of the request to settle all amounts due. Failure to comply with this obligation gives GOSIMAT the right to demand immediate the payment of all invoices that have not expired, as well as condition the acceptance of future ORDERS requiring their advance payment.

4. CONFERENCE OBLIGATORINESS

- a) Upon receipt of the order, the CUSTOMER must proceed with the verification and confirmation of the goods and register at the moment any damage/failure in the document(s) accompanying the merchandise, such as: Carrier Guide or CMR and also in Gosimat Shipping/Invoice Guide.
- b) The aforementioned obligation also applies when the pickup/delivery is carried out via the Shipping Company, and GOSIMAT does not accept statements that are not clear as to the goods conditions (eg "subject to verification"). If there are obvious damages/faults, the CUSTOMER must immediately mention them in a clear way (e.g.: "damaged packaging"; "broken pallet"; "lack of volumes"; "exchange of items"; etc.).

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5. WARRANTIES AND TECHNICAL DOCUMENTATION

- a) The products supplied by GOSIMAT comply with the guarantees required by law and/or applicable standards.
- b) In order to assist the application/assembly of the supplied products, GOSIMAT provides to the CUSTOMER, through its website www.gosimat.pt, technical information/documentation, namely guarantee conditions, technical sheets, assembly instructions, etc.
- c) GOSIMAT reserves the right not to have any responsibility resulting from the incorrect application, use or handling of the supplied products, as advised in the technical documentation made available, except for situations of manufacturing defect duly proven and accepted by GOSIMAT.
- d) It is the responsibility of the CUSTOMER to request GOSIMAT, whenever necessary, updated or additional information about the guarantees in force or other type of technical documentation.

6. CUSTOMER PROPERTY

- a) GOSIMAT guarantees the safeguarding of any intellectual property and personal data and/or physical property (materials, components, tools, equipment, etc.) given to it by the CUSTOMER, while it is being used or under its control.
- b) When the property delivered by the CUSTOMER to GOSIMAT is lost, damaged or otherwise deemed unsuitable for use or incorporation into the products to be supplied, GOSIMAT undertakes to communicate this situation in writing and to establish with the CUSTOMER the compensatory measures provided for by law.
- c) The previous paragraph does not apply to any physical samples or any other type of property that is not intended to be incorporated or used in the products to be supplied. After using this type of property, GOSIMAT reserves the right to proceed, without the need to notify the CUSTOMER, to its elimination/annulment within the periods it deems convenient for its organization and safeguard. If the CUSTOMER intends to safeguard this type of property by GOSIMAT, he must request it in writing on the date of its delivery/availability.
- d) If GOSIMAT is responsible for the supply, GOSIMAT declines any responsibility for any damage caused to the CLIENT's physical property in situations where the CLIENT fails to comply with the provisions imposed on them.

7. COMPLAINT

- a) Any complaint about the received goods must be communicated to GOSIMAT via email to reclamacoes@gosimat.pt or through our Electronic Complaints Book with direct access at the footer of our homepage, within a maximum period of 24 hours after receipt. be accompanied by documents proving its receipt and visual evidence (eg photographs).
- b) In the case of a claim relating to a possible manufacturing defect, likely to be detected only during its use, application or assembly, the aforementioned period extends to 15 (fifteen) consecutive days from the date of receipt of the goods or , in situations of supply by Carrier, from the date of the transport document (Delivery Note or Transport Guide).
- c) Until GOSIMAT informs the CLIENT of the acceptance of the claim, the merchandise must remain in the CLIENT's possession. If accepted, the merchandise must be returned within a maximum period of 15 (fifteen) working days from the date of notification of this fact to the CLIENT, under penalty of forfeiture, unless other conditions are agreed between the parties.
- d) Returns of claimed merchandise, via transport handled by GOSIMAT, will only be accepted if previously authorized by GOSIMAT and if accompanied by the respective Transport document issued by the CLIENT.
- e) GOSIMAT is not responsible for damages/failures to the merchandise that result from its handling and/or storage at the CUSTOMER's facilities or during transport that is borne by the CUSTOMER.
- f) GOSIMAT reserves the right not to accept any type of claim presented by the CUSTOMER, unless all the aforementioned provisions are complied with.

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8. RETURN

- a) To proceed with the merchandise return request, you must notify GOSIMAT by sending the document: CM03.R0 - GOSIMAT Return Request Form, duly completed and sent via email.
- b) In situations where the CUSTOMER proceeds to return the goods without prior authorization by GOSIMAT, any type of costs that arise therefrom will be borne by the CUSTOMER, namely costs with postage, transport or packaging.
- c) Returns of claimed merchandise, via transport handled by GOSIMAT, will only be accepted if previously authorized by GOSIMAT and if accompanied by the respective Transport document issued by the CLIENT.
- d) Requests for the return of goods (permanent stock items), which are not entirely the responsibility of GOSIMAT, namely goods that the CUSTOMER no longer needs or have in excess of, are subject to a depreciation of 10% on the value billed.
- e) GOSIMAT does not accept any type of return of items considered special, that is, that are not part of GOSIMAT's permanent stock.
- f) GOSIMAT is not responsible for damages/failures to the merchandise that result from its handling and/or storage at the CUSTOMER's facilities or during transport that is borne by the CUSTOMER.

9. ALTERNATIVE DISPUTE RESOLUTION (RAL) AND PERSONAL DATA PROTECTION (GDPR)

- a) GOSIMAT complies with Portuguese legislation and applicable European regulations on the protection of personal data and alternative dispute resolution. The mandatory information to be made available to the CUSTOMER is published and must be consulted on the company's website www.gosimat.pt.

10. FORCE MAJEURE

- a) GOSIMAT cannot be held liable for non-compliance with any of the above conditions when this non-compliance is caused by force majeure beyond its will and obligations, under the terms provided for in Portuguese law in force.

11. COMPETENT JURISDICTION

- a) Failure by the CUSTOMER to comply with the above-mentioned provisions gives GOSIMAT the right to refuse delivery or terminate the sales and supply contract, as well as being able to claim the corresponding compensation from the CUSTOMER for damages caused and losses suffered.
- b) For all issues arising from the sale and/or supply of products/services by GOSIMAT, namely the interpretation, integration, compliance, non-compliance, validity or invalidity of these conditions, the Court of the District of Leiria is competent, the jurisdiction for which the parties agree with express waiver of any other.

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