



## GENERAL CONDITIONS OF PURCHASE

GENERAL PURCHASING CONDITIONS OF GOODS OR SERVICES

### I – GENERAL DEFINITIONS

For the purpose of the present Conditions of Purchase and its proper interpretation, the following terms are defined as:

**“Acceptance of the Purchase Order/Sales Order Approval”:** written confirmation which contains the unequivocal and explicit acceptance, on part of Supplier, of the order placed by I-CHARGING;

**“Client”** ou **“Final Client”:** whoever in the end acquires, all and any items, equipment, systems or services from I-CHARGING, in accordance with the General Sales Conditions;

**“General Conditions of Purchase”:** the present document;

**“Specific Conditions”** or **“Specific Order Conditions”:** the written and explicit agreement between I-CHARGING and Supplier, namely that which is contained in the Proposal and/or Purchase Order, and/or, the agreement contained in the shortened written and signed contract between I-CHARGING and Supplier, under the present General Conditions of Purchase and that contain any special conditions and/or any exception or modification to the aforementioned conditions;

**“Contract”:** the agreement between I-CHARGING and Supplier due to a Proposal made by Supplier and accepted by I-CHARGING or, due to a Service Presentation Request from I-CHARGING, accepted by Supplier under the present General Conditions of Purchase and Specific Conditions, if applicable, including all attachments, modifications and amendments agreed to, in writing, in the aforementioned documents;

**“Day”** or **“Calendar Day”:** all consecutive days of the calendar, including Saturdays, Sundays and holidays.;

**“Workday”:** every day, not including Saturdays and holidays in I-CHARGING’s country of origin (Portugal);

**“Force Majeure”:** any and all facts or events to which neither of the Parties has contributed, an other natural fact, unpredictable or inevitable situation, with repercussions not the will of either Party or their respective personal circumstances and of a character that is relevant to the fulfillment of the Contract, namely riots, insurrection, acts of war (declared or undeclared), invasions, blockades, revolution, public unrest, subversion, requisition, apprehension, energy restrictions, restrictions related to currency or exports, epidemics, pandemics, strikes,



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explosions, fires, burglaries or robberies, acts of terrorism, acts of vandalism, acts of malice or sabotage, earthquakes and other seismic phenomena, tsunamis, cyclones, hurricanes, tornadoes, ionizing radiation, natural catastrophes, adverse environmental or atmospheric conditions, as well as decisions, resolutions, embargoes, sanctions or dispositions from the authorities with mandatory force that affect Supplier's staff, collaborators or workers, its renderers of services in any capacity, namely subcontractor, suppliers or workmen, and any defects or delays in deliveries or by subcontractors, caused by any one of the circumstances mentioned above;

**"Supply/Supplies"**, any and all supply of components, items, equipment, systems or services rendered by I-CHARGING's Supplier(s);

**"Supplier(s)"**: any single or collective persons that supply I-CHARGING with goods or services; only single or collective persons that have in their name the appropriate work register booklet/licenses/permits or others, deemed necessary for the provision of goods and services intended or proposed, are admitted as I-CHARGING Suppliers.

**"Purchase Order"** or **"Sales Order Approval"**: the document with which I-CHARGING conveys to Supplier the acceptance of the proposed goods or services, under the terms of the present General Conditions of Purchase, which may be followed or preceded by a bilateral contract;

**"Party/Parties"**: I-CHARGING or Supplier;

**"Request for Quote"** and/or **"Service proposal"**: I-CHARGING's request to Supplier with the technical description (of engineering, quality, quantity) of the intended goods or services, delivery date and/or fulfillment and special fulfillment conditions, should these apply, and/or the proposal to supply goods or services or an estimate;

## II – SCOPE OF SUPPLY

1. The present General Conditions of Purchase establish the rules to apply to all Purchase Orders made by I-CHARGING to its Suppliers and regulate the rights and duties between Suppliers and I-CHARGING. Any change, variation, restriction or amendment to the present General Conditions will only be considered valid and effective should it appear in the Purchase Order, Specific Order Conditions and/or Contract and has been explicitly agreed upon, in written form, by I-CHARGING.



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2. In the event of a contradiction between the present General Conditions of Purchase and the Purchase Order, Specific Order Conditions and/or Contract, it is what is determined in these latter documents that will prevail.
3. I-CHARGING's General Conditions of Purchase will prevail over any of Supplier's General Sales Conditions.
4. Supplier, when presenting the request for a quote and/or Service Presentation, tacitly declares to understand and accept the technical conditions of engineering, quality and quantity required to supply the proposed goods or services and meet the requirements needed to be an I-CHARGING Supplier.
5. Supplier that presents a Supply Proposal, quote or rendering of services is then bound to whichever one is presented in accordance with the deadline defined in said proposal, or in the case of omission, until said omission is evaluated and decided upon in written form by I-CHARGING or the respective Purchase Order is issued.
6. I-CHARGING is bound to the written Purchase Order issued by its procurement service, with any Purchase Order made verbally, whether by telephone or any other means, not acknowledged or considered valid unless subject to written validation.
7. Any and all changes to a Purchase Order issued by I-CHARGING are only binding when confirmed in written form. Any additional costs or change in deadline due to a change to a Purchase Order will be negotiated with Supplier.
8. I-CHARGING will not pay any amount whatsoever for the preparation, elaboration and presentation of an estimate from Supplier.
9. The Request for a Quote and/or Service Presentation by I-CHARGING does not imply an obligation of purchase on the part of I-CHARGING.
10. Supplier accepts the present General Conditions of Purchase from the moment it proceeds to accept the Purchase Order/Sales Order Approval, defined in Section IV of the present document.
11. By accepting the Purchase Order/Sales Order Approval, Supplier automatically:
  - a) Acknowledges having complete knowledge of all the information necessary to fulfil the Purchase Order;



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b) Acknowledges its ability to fully carry out the Purchase Order;

c) Accepts I-CHARGING's General Conditions of Purchase;

d) Foregoes the right to apply its own General Conditions of Sale.

12. Any eventual incompatibilities, doubts, errors or omissions in the Purchase Order/Sales Order Approval should be sent in writing to I-CHARGING, within a maximum period of 5 days, starting from the date of the communication of the Purchase Order. The established and communicated deadlines will not be affected by these incompatibilities, doubts, errors or omissions, and thus, will not be changed.

13. Any proposed alteration to the Purchase Order requested by Supplier must be explicitly approved by I-CHARGING in writing, and, even if this should take place after the acceptance of the Purchase Order, cannot be performed by Supplier without explicit written confirmation from I-CHARGING, all without prejudice of the liabilities undertaken by Supplier.

14. The General Conditions of Purchase prevail over (i) any non-mandatory legal dispositions or (ii) any other agreements, written or oral between both Parties that do not take on the nature of the Specific Conditions, or (iii) any general conditions of sale or any other of Supplier's contractual documents.

15. Any conditions or specifications Supplier might add to documentation of any nature that may be contradictory with what is described in the present General Conditions of Purchase or in the Specific Conditions will be considered null and void.

16. Unless otherwise explicitly specified in written form by I-CHARGING, the contract language will be Portuguese. For all other documents appearing in the Purchase Order/Sales Order Approval that are presented in another language, it is presumed that Supplier is skilled in its interpretation, unless otherwise specified, before being accepted.

17. Supplier will be evaluated according to the following criteria: delivery deadline, quality of the supplied goods, number of nonconformities, management system certificate, production capacity, results of audits (if applicable), I-CHARGING's own general perception.

### **III – DUTIES OF SUPPLIER**

1. The Purchase Order must rigorously comply with specifications, conditions and quantities



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stated in the aforementioned Purchase Order, Specific Order Conditions, Contract and/or remaining contract documents, as well as complying with legal norms and dispositions that are applicable to the object being supplied.

2. Supplier is obliged to communicate, in a timely manner, any restriction that may compromise the fulfillment of the Purchase Order in accordance with the agreed terms.

3. Supplier is obliged to inform I-CHARGING whenever a departure from the functions and characteristics foreseen in the Purchase Order is detected, and should, for that purpose, propose alternatives that meet said functions and characteristics, with I-CHARGING reserving the right to reject them.

4. Any alteration to the production process, from the source of the materials or equipment defined in the negotiation phase, to the Purchase Order, Specific Order Conditions and/or Contract will only be validated upon written approval from I-CHARGING.

5. Should Supplier not comply with that which is stipulated in the previous paragraph, I-CHARGING reserves the right to reject the material /equipment in the Purchase Order, with Supplier subject to the application of penalties as described in Section XI of the present General Conditions.

6. For the Purchase Order to be fulfilled, this will only take place when all the accessories and activities (i.e., detail engineering. technical information, transport, unloading and eventual tests of the materials and equipment, among others) necessary are considered included.

7. Whenever it is requested by I-CHARGING, Supplier must either personally, or via a qualified representative, attend any meetings pertaining to the scope of the Supply.

8. Supplier must make available to I-CHARGING, at no additional cost, all materials, documentation or any other activity within the scope of the Supply that are deemed necessary for the correct functioning, operation and/or maintenance of the materials and equipment that are part of the Purchase Order, even if not explicitly mentioned or completely specified in the aforementioned Purchase order or in any of its attachments.

9. Within the scope of the Purchase Order, whenever Supplier's activity is restricted, by itself or by a third party, Supplier is obliged to cooperate in such a fashion as to overcome the existing difficulties.

10. Supplier is obliged to fulfil and oblige its staff to fulfil, rigorously and totally, all legislation



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and regulation applicable to the activity in question and be a proven holder of all authorizations, licenses and/or approvals that, under the terms of relevant law or regulation, are applicable and are demonstrated to be necessary for the pursuit of its activity, as well as the compliance of the obligations arising from the Purchase Order.

11. Additionally, Supplier must guarantee the fulfillment of all safety norms, whether general or specific, as well as all specific service conditions currently in force at I-CHARGING and explicitly informed of by I-CHARGING.

12. Supplier is entirely liable for all and any damages incurred that may result from the non-compliance of the two previous paragraphs.

13. Supplier is solely liable for obtaining any authorizations, homologations, approvals or import / export licenses that may be deemed necessary and in accordance with its responsibilities in the fulfillment of the obligations to supply in accordance with the present General Conditions of Purchase.

14. Supplier is obliged to comply with and follow all the definitions at the level of technical specifications of the materials and equipment appearing in the Purchase Order (i.e., project report, manufacturing and industrial process guidelines, assembly methods, tests and functioning of aforementioned materials and equipment) in accordance with the applicable laws and regulations, and not being able to modify or perform in a different manner without explicit written approval from I-CHARGING.

15. Supplier is obliged to communicate any alterations to what has been previously stated in the Purchase Order and must supply all the necessary elements to justify all these aforementioned alterations.

16. The risk transfer of the object of the Purchase Order is carried out upon delivery of the object in the conditions and locations as foreseen in the aforementioned Purchase Order.

17. The interpretation of the hired supply conditions will be done in accordance with international rules (Incoterms 2010), from the International Chamber of Commerce.

18. Supplier is obliged to inform I-CHARGING in written form if the majority of its stockholder/partner structure changes.

19. Supplier is explicitly forbidden, unless previously agreed to in writing with I-CHARGING, to:  
i) Relinquish or transfer any part or whole of the object defined in the Purchase Order/Sales



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Order Approval to third party without previous and explicit approval from I-CHARGING; ii) Set up a company, consortium or group of any kind for the fulfillment of the Purchase Order/Sales Order Approval; iii) Subcontract parts of the Purchase Order/Sales Order Approval that require direct specialization and that were awarded to Supplier due to their competence and experience in that field.

20. Given the existence of an agreement with I-CHARGING for the Supplier to subcontract a part of the Purchase Order/Sales Order Approval, Supplier must ensure the delivery of supplies entrusted to its subcontractors, and will be held solely liable by I-CHARGING for the proper fulfillment of the Purchase Order/Sales Order Approval.

21. I-CHARGING reserves the right to refuse any entity presented by Supplier in its list of subcontractors, with no need of a justification for doing so.

22. Supplier is obliged to immediately inform I-CHARGING in written form if its financial situation, or that of a subcontractor, deteriorates in such a way as to initiate bankruptcy proceedings or the existence of the of said proceedings.

## **IV – ACCEPTANCE OF PURCHASE ORDER/SALES ORDER APPROVAL**

1. The acceptance of the Purchase Order/Sales Order Approval should be done upon dispatching the confirmation of aforementioned Purchase Order/Sales Order Approval via email, wherein the absence of any answer within 5 workdays being considered tacit approval.

2. The acceptance of the Purchase Order/Sales Order Approval (whether explicitly or tacitly), as well as delivery, even if partial, of any materials, equipment or services that are the object of the respective Purchase Order/Sales Order Approval, presupposes and corresponds to the acceptance of the present General Conditions of Purchase.

## **V – PRICING**

1. The prices that appear in the Purchase Order are fixed and final and cannot be subject to revision nor complaint on the part of Supplier.

2. The prices that appear in the Purchase Order, Specific Order Conditions and/or Contract, include all the costs and expenses that result or are incurred as a consequence of its fulfillment.



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3. Proposals presented by Supplier must indicate the price in Euros, and itemize the amount of VAT or any other legally required tax. Should the aforementioned differentiation of VAT or any other tax in the presented price be omitted, it will be assumed that the amount presented includes VAT at the legal rate.

4. The price of supplying goods includes packaging, transport, loading, unloading and insurance of the supplied goods as well as delivery at the correct location as indicated by I-CHARGING in the Purchase Order, Specific Order Conditions and/or Contract.

5. All fees, expenses, taxes, excise duties obligations, import tariffs, customs, tariffs or any other costs related to the fulfillment of the Purchase Order, both in the country of origin and in the country of destination, are included in the price.

6. Likewise, in the case eventual supplies relapse on imported goods and products, at the time of the date appearing on the Purchase Order, currency exchange contingencies and the the payment of taxes and excise duties will be considered to be covered by the presented price, with I-CHARGING not being required to adjust any of the prices as a result of the aforementioned variations.

## **VI – PURCHASES AND/OR SERVICES TO NON-RESIDENTS**

1. A Supplier, that is non-resident to Portugal, whenever requested by I-CHARGING, is obliged to present the following external trade information, before delivering goods or rendering hired services: i) Indication of its Country of Origin; ii) Identification and classification of deliverables subject to export control; iii) Certificate issued by the Fiscal Authorities of its country, in accordance with that required both by Portuguese legislation as well as any eventual agreement to avoid double taxation, expressing that the entity is "*a fiscal resident in the sense of article 4 of the agreement, to avoid double taxation subscribed by both countries*".

2. The failure to provide I-CHARGING with the aforementioned documents implies that I-CHARGING will perform the automatic tax withholding at the legal rate in the issued invoice.

## **VII – STORAGE, PACKAGING, PACKING AND SHIPPING OF DELIVERABLES**

1. Supplied equipment and materials must be properly packed and numbered by Supplier, in such a way as to allow the respective identification for the purpose of warranty, and to package and preserve them from any deterioration, in accordance with good storage practices, so that they can be delivered to I-CHARGING in good condition.





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2. Supplier is obliged to indicate the Purchase Order/Sales Order Approval number in all documentation (delivery notes, invoices, dispatch guides, insurance documentation, etc.) and in all correspondence pertaining to it.
3. Supplier will make available to I-CHARGING, should it be requested, along with the supplied materials and equipment, a detailed list of all the delivered items, with the information regarding their respective numbering, as mentioned in the previous paragraph.
4. Barring any specific indication in the Purchase, Specific Order Conditions and/or Contract, all and any packaging must preserve the equipment from any deterioration, in accordance with its normal method of storage, for the period of 6 (six) months.
5. I-CHARGING reserves the right to postpone the shipping, either in part or in total, of goods. In this eventuality, Supplier will guarantee their storage and protection in their facilities and will be liable for the goods as well as the pending delivery, taking on the storage expenses for a period of 30 (thirty) days starting from the specified delivery date.
6. No debits for packing, boxes, wrapping, or other devices from the Supplier will be accepted by I-CHARGING unless specified in the Purchase Order, Specific Order Conditions and/or Contract.
7. All of the risks related to the transport and conservation of the deliverables will be undertaken by Supplier until the moment of the respective delivery at the indicated location, barring any other particular restriction duly explicit in the Purchase Order, Specific Order Conditions and/or Contract.
8. I-CHARGING will only accept the quantities or number of units effectively requested. Quantities above or below the requested amount will only be permitted upon written approval from I-CHARGING.

## **VIII – INSPECTION OF PRODUCTS AND SERVICES**

1. The supplied materials and equipment, as well as the components that are part of said materials and equipment, must be new and free from any defects.
2. Supplier is liable for both the partial and total quality of the supplied materials and equipment, and must, before proceeding to their dispatch, carry out tests in accordance with the specifications, and submit the respective certificates along with the products and



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deliverables.

3. Should Supplier possess ISO certifications, the acceptance of the present Conditions counts as confirmation that Supplier has implemented all obligations that result in the ISO certification. Additionally, Supplier is obliged to inform I-CHARGING immediately of any relevant facts related to these certifications (lapses, renewal, cancellation).

4. All goods and deliverables are subject to inspection by and approval from I-CHARGING and will be returned should they not correspond to, in part or in total, to the specifications in the Purchase Order, and Supplier must, entirely at its own expense, replace aforementioned goods and deliverables, with all expenses related to their return, repair and replacement also to be at Supplier's expense.

5. In order to be able to carry out, within the Scope of Supply, audits, surveys, or checks of materials and manufacturing processes according to the specifications in the Purchase Order, Supplier will provide I-CHARGING's representatives with free access to its installations whenever deemed convenient by I-CHARGING, with the possibility of aforementioned representatives being accompanied by the End Client. I-CHARGING will have the right to refuse any materials or manufacturing processes that are not in accordance with the established clauses. This oversight, or lack thereof, does not in any way diminish Supplier's liability regarding the Provisional and Definitive Reception of the material.

6. Should any nonconformities be verified within the scope of the Purchase Order, all costs related to displacement, inspection, disassembly, identification of the occurrence, assembly tests and oversight incurred within the scope of this Purchase Order will be covered by Supplier, plus the right to compensation that is established in the Purchase Order/Sales Order Approval.

7. In the event Supplier subcontracts services, which are subject to written approval from I-CHARGING, Supplier must submit all the information and elements necessary for the rendering of the aforementioned service(s), while also being liable for the compliance of the terms and conditions that appear in the Purchase Order/Sales Order Approval.

## **IX – NONCONFORMITIES**

1. Nonconformity procedures will be initiated at any stage of the fulfillment of the Purchase Order whenever anomalies, failures, errors, delays, defects, incorrect or improper packaging



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for the used means of transport, breakdowns and/or incompatibilities with the current technical specifications and norms are detected.

2. The Nonconformity procedure will be duly registered by I-CHARGING, with a Complaint generated and submitted to Supplier. These occurrences will negatively influence Supplier's classification in the Supplier Evaluation Process I-CHARGING currently uses, with the possibility of being subject to being deprived from receiving Purchase Orders until submitting the due justifications and answers to the Complaint(s) in written form, as well as implementing corrective actions to avoid the repetition of the identified nonconformities. The verification of the effectiveness of the corrective actions should be submitted in writing to I-CHARGING.

3. The lack of correction of the nonconformities, the lack of a response to said nonconformities, inability on the part of Supplier, the non-compliance of deadlines to this effect, constitute grounds for the termination of contract should I-CHARGING so decide, with the penalties defined in the present General Conditions of Purchase, Purchase Order, Specific Order Conditions and/or Contract.

4. The lifting of a nonconformity does not suspend the compliance of the Purchase Order in all its previously agreed to terms.

5. I-CHARGING can reject the materials, equipment or services that do not conform, and equally subject Supplier to penalties or termination foreseen in Sections XI e XIX respectively of the present General Conditions, or corresponding to those stated in the Purchase Order, Specific Order Conditions and/or Contract.

## **X – DELIVERY DATES, DELAYS AND SITUATIONS OF FORCE MAJEURE**

1. Supplier is obliged to comply with the deadlines and delivery dates defined and stated in the Purchase Order or any other as defined between both Parties, wherein the date of reception of the goods or services commissioned at the arranged location, and accepted by I-CHARGING, will be the date considered for the effect of compliance or non-compliance in legal terms.

2. If Supplier, after Purchase Order/Sales Order Approval is obtained, has knowledge that the determined or agreed upon deadline cannot be met for whatever reason, should notify I-CHARGING immediately in written form, laying out the reasons for delay and the estimated time of delivery, with it being up to I-CHARGING to terminate the Contract and apply the defined penalties.



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3. Delays on deliveries caused by reasons of Force Majeure (see Section I) discharge I-CHARGING from its obligation to fulfil the Contract and may decide to terminate the aforementioned contract with no possibility of Supplier applying penalties.

4. Should the goods or services be received before the defined deadline, I-CHARGING reserves the right to return said goods or services to Supplier, with all costs incurred to be covered by Supplier. Should the goods or services not be returned, the deliverables will be stored by I-CHARGING until the date defined by contract, at Supplier's own risk. I-CHARGING reserves the right to only make the payment on the date defined by contract.

### **XI – PENALTIES**

1. I-CHARGING reserves the right to, should Supplier, for reasons it is liable, not comply with the deadlines defined in the present General Conditions of Purchase, Purchase Order, Specific Order Conditions and/or Contract, apply the penalties that have been defined for the applicable supply.

2. I-CHARGING additionally reserves the right to pursue legal action against Supplier.

3. I-CHARGING reserves the right to deduce the amount corresponding to penalties from the Purchase Order payment.

4. If Supplier cannot prove that it has the ability to correct, in good time, the materials and equipment that do not conform, these may be rejected partly or fully, with Supplier incurring the obligation of compensating I-CHARGING for all damages and losses resulting therefrom.

5. Insofar as they are established for the delivery delay, the application of penalties foreseen in paragraph 1 of Section XI does not discharge Supplier from fulfilling the Contract.

### **XII – INSURANCE**

1. Supplier will be responsible for entering and keeping in force all the required insurance necessary for the fulfillment of the Purchase Order, in accordance with the present General Conditions, Specific Order Conditions and/or Contract, to guaranteedly safeguard I-CHARGING's position regarding all losses or damages occurring during the fulfillment of the Supply.



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2. Supplier is obliged to present to I-CHARGING, upon request, proof of insurance as established in the previous paragraph.

3. Should the insurance policies mentioned above fail to cover any of the hired services, or should that coverage lapse, Supplier will be held liable by I-CHARGING.

### XIII – TRADEMARKS, PATENTS, MODELS

1. Supplier will guarantee that its activity when fulfilling the Purchase Order will not lead to the infringement of any third-party intellectual property rights.

2. Supplier will guarantee that all materials and services do not infringe upon third-party intellectual or industrial property rights and, in particular, any breach of patents, licenses and other intellectual or industrial property rights by Supplier and/or their use.

3. Supplier is obliged to compensate I-CHARGING for all losses, damages or costs forthcoming from actions or proceedings due to the use, possession or sale of the materials and equipment supplied during the fulfillment of the Purchase Order, as well as breach of intellectual property rights including all expenses resulting from the aforementioned actions or proceedings

4. Supplier will indemnify I-CHARGING and/or its contractual partners as a result of any complaints from third parties due to any breach of intellectual property rights and will be held liable for all costs incurred.

5. I-CHARGING may obtain from authorized parties, at Supplier's expense, the licenses necessary for the proper use of the supplied goods and services, though it is not obliged to.

6. Any obligations arising from the direct or indirect use of *know-how*, patents, utility models, designs and drawings, including those relative to the obtainment from their respective holders, the necessary authorizations and the inherent payment of the corresponding fees, will be met solely by Supplier, that shall be held as the only liable party in any legal case resulting from the aforementioned use, as well as any complaint arising from the breach or alleged breach of those rights.

7. Supplier cannot call upon any personal rights relative to the intellectual property rights, with the purpose of hindering the fulfillment of its obligations arising from the Purchase Order.



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### **XIV – PROPERTY OF TECHNICAL MATERIAL**

1. All and any materials confided to Supplier by I-CHARGING, for the purpose of studying and carrying out the present General Conditions of Purchase, Purchase Order, Specific Conditions or Contract, namely designs and drawings, tools, equipment, etc., will invest Supplier with the legal responsibilities of a bona-fide depository of aforementioned materials, and Supplier is obliged to return upon request all materials in the same condition as they were in when initially delivered to Supplier..
2. Supplier is also liable for the loss of or damage to the items provided by I-CHARGING. Supplier will cover all costs of replacing any and all lost or damaged items as well as all losses incurred by I-CHARGING due to aforementioned loss or damage.

### **XV – CONFIDENTIALITY**

1. Supplier commits to never reveal to third parties, whether for its own gain or for that of a third party, any and all information contained in the present General Conditions of Purchase, as well as information in any other documents and/or contracts fulfilled within the scope of the present General Conditions of Purchase, that has been made available or revealed by I-CHARGING.
2. Supplier is obliged to keep in a secure location all of the documentation made available with the purpose of being able to supply the commissioned goods or services. Said documents must be returned whenever requested for by I-CHARGING or destroyed upon I-CHARGING's request, upon written confirmation from the Supplier.
3. The obligation of confidentiality subsists even after the cessation or fulfillment of the present General Conditions of Purchase.

### **XVI – PROVISIONAL RECEPTION**

1. When applicable, the Provisional Reception of Supplies will be carried out by I-CHARGING solely upon the verification of the following requirements:
  - a) That the entirety of the supplies as stated in the present General Conditions of Purchase, after inspection carried out by I-CHARGING or by whomever I-CHARGING determines to do so, are fully concluded ;



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b) That all documents appearing in the Purchase Order and all its attachments, all duly approved by I-CHARGING, are delivered by Supplier;

c) The obtainment of Provisional Reception by I-CHARGING, if applicable.

2. Should I-CHARGING indicate any defect or omission that prevents the Provisional Reception, I-CHARGING will immediately convey that information to Supplier, which is then rendered liable for and obliged to provide all necessary repairs to the indicated defects, and cover all costs, within a deadline to be agreed upon by both Parties.

## **XVII – WARRANTY**

1. Supplier will guarantee that all deliverables and services it supplies comply with all legal dispositions, regulations and guidelines laid down by the official authorities for that type of product or service.

2. Barring any explicit disposition to the contrary in the present General Conditions of Purchase, Specific Order Conditions and/or Contract, or in the written approval from I-CHARGING in the Supplier's Proposal, Supplier is obliged to provide a warranty for the minimum period of 24 (twenty-four) months. The deadlines start to count from the delivery date at the location where the goods or services are received or utilized, with, in the case of equipment, machinery and installations, the warranty period beginning on the date of acceptance, with said acceptance being done in written form.

3. During the warranty period, Supplier commits to correct, repair or replace at their own risk, all materials, equipment or services, or any part of them deemed as necessary, that show any signs of error, failure, defects, breakdown and or incompatibilities with any of the Technical Specifications or Norms and any current legal regulations, making available to I-CHARGING a detailed report of the occurrence, and covering all the indirect costs namely shipping expenses, labour, displacement, stays, meals, etc.,.

4. The repair or replacement of defective elements means a reset of the start of the warranty period, which, should I-CHARGING deem necessary, are equally subject to the Provisional and Definitive Reception process that the previous goods and services in a state of nonconformity.

5. I-CHARGING can have the necessary repairs, modifications or replacements carried out at Supplier's risk should Supplier's response be inadequate or past the due date previously



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provided to Supplier at the time of the complaint, and will notify Supplier to proceed with the respective payment or, alternatively, discount the incurred amounts from the payments to Supplier.

6. The supply of goods or services that do not conform to the requirements and that cause losses to I-CHARGING, confer I-CHARGING the right to take legal action against Supplier.

7. Should Supplier need, in specific cases, to depart from the established dispositions, it must obtain previously written consent from I-CHARGING which, in any case, does not discharge Supplier from fulfilling the warranty nor render Supplier immune from fulfilling said warranty.

## **XVIII – BILLING AND PAYMENT TERMS**

1. The due date for invoices is 60 (sixty) days, or any deadline as indicated in the Purchase Order, end of the month, which starts on the date the invoice is received. The payment is made under reservation pending analysis and confirmation of the invoice.

2. Payment Conditions previously specified within the scope of a negotiation between Charging and Supplier can also be used as long as they are explicitly referred to in written form in the Purchase Order, Specific Order Conditions and/or Contract.

3. Once the goods have been sent or the services rendered, Supplier will submit the original invoice separately to the postal address as well as the email address indicated to this effect by I-CHARGING.

4. Invoices must contain, in addition to the description of the goods and services, as well as the legal information and the information regarding the number of the delivery note that accompanied the deliverables, and also the number of the Purchase Order/Sales Order Approval that gave rise to it. Any invoice received by I-CHARGING without all the aforementioned requested information, or without the Purchase Order/Sales Order Approval that it is associated with, will be returned, with the date of reception considered to be the date of the latest version.

5. When billing is made based on units or weight, the units and weight verified upon reception of aforementioned goods and at I-CHARGING's storage facilities will be considered to be definitive.

6. In the case of goods that require a certificate of conformity or an Analysis Report, and should





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any of the aforementioned elements not be delivered at the same time as the deliverables, then the period until the deadline for payment will only begin when the missing document is received, even if the invoice has already been received.

7. Should a defect or any other nonconformity be verified to be present in the goods, as well as in the partial delivery of said goods, I-CHARGING reserves the right to not make the payment until the situation is resolved by Supplier.

8. The complete compliance of all supply obligations, the eventual availability of documents, the delivery of eventual financial guarantees and the fulfillment of the remaining material obligations as required by contract, in the exact terms and conditions established in the present General Conditions of Purchase, Purchase Order, Specific Order Conditions and/or Contract, is an indispensable condition for the payment of invoices.

9. Any complaint, sanction or legal penalty against I-CHARGING on the part of its clients, related to the scope of the Purchase Order, can originate the withholding of payments until:

- a) Supplier takes on these complaints, sanctions, or legal proceedings;
- b) The case or legal proceeding is concluded without consequence or any subsequent obligation for I-CHARGING;
- c) Supplier has fulfilled all its obligations due to the Purchase Order or Contract.

10. Supplier(s) has the obligation to provide I-CHARGING with the proof of bank details, indicating its respective name, bank account number, IBAN, SWIFT and currency, issued by the banking institution indicating its registered office, in the eventuality the bank is from outside the European Union. As long I-CHARGING is not provided with the aforementioned document, I-CHARGING may withhold payment to Supplier(s) without owing any interest or other penalties due to late payments, nor does it constitute due cause for termination on the part of Supplier(s), nor does it discharge Supplier(s) from fulfilling its remaining contractual obligations to which it is bound.

## **XIX – TERMINATION**

1. The Purchase Order/Sales Order Approval can be terminated by I-CHARGING at any moment and with no liability or financial burden, in the case of any of the following scenarios:

- a) If the delivered supplies are not in accordance with the specifications of the present General



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Conditions of Purchase, Specific Order Conditions, of the Purchase Order/Sales Order Approval, Contract and/or remaining contractual documents;

b) If the delivered goods or services are not in accordance with the technical specifications, regulations, guidelines, electrical projects, construction projects, designs and drawings, software, studies, reports or any other work documentation submitted by Supplier to I-CHARGING for approval;

c) If the delivery deadlines, total or partial, foreseen in the present General Conditions of Purchase, Specific Order Conditions, in the Purchase Order/Sales Order Approval and/or in the Contract, are not met by Supplier without a justifiable reason that has been approved by I-CHARGING;

d) If substantiated questions arise regarding Supplier's rights over the supplied materials, equipment and services, or regarding its right to patents, trademarks, models, designs and drawings;

e) If the bankruptcy or insolvency of Supplier occurs, or if any request for these is made to the competent Entities;

f) If supplier breaches any of the clauses or conditions of the present General Conditions of Purchase, Specific Order Conditions, Purchase Order/Sales Order Approval, Contract or any other contractual conditions defined by all Parties;

g) In any other instance of termination foreseen in the Law.

2. If the termination comprises only a part of the Purchase Order/Sales Order Approval, I-CHARGING will only be liable for the payment of the materials, equipment or services that are in conformity, that have been approved and that have been already delivered, with the Supplier not being entitled to any compensation for the portion affected by the termination. Additionally, given the eventual need for the removal of elements or restitution of local elements, all the incurred costs are to be covered by Supplier.

3. Immediately after being notified of termination, Supplier will proceed to return, within a pre-arranged deadline, all material confided to Supplier by I-CHARGING, in compliance with Section XIV of the present General Conditions of Purchase, being subject to penalties for delay as also foreseen in the present General Conditions of Purchase.

4. All payments received by Supplier for materials, equipment or services in a state of nonconformity will be reimbursed to I-CHARGING, with the Supplier committing to carry out



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aforementioned reimbursement within a deadline of 30 days, starting from the date of termination.

5. I-CHARGING reserves the right to, on the date of termination, trigger eventual bank guarantees or other such elements in its benefit, if applicable.

### **XX – DATA PROTECTION**

1. Supplier consents to I-CHARGING storing by computerised means and for exclusive use for own purposes, Supplier's data and information, necessary within the scope of the commercial relationship and the contracts signed with Supplier. If needed, these will be regulated by additional agreements, in the matter of data protection.

2. Supplier also has the obligation to preserve the confidentiality and integrity of all personal data it has access to as a by-product of its professional relations with I-CHARGING, whether said data belongs to I-CHARGING or its collaborators.

3. Supplier cannot sell, rent, distribute nor make commercially available, nor make available in any other form, the personal data of any other third party, except in the cases where it needs to share information to fulfill its commercial relationship with I-CHARGING.

4. The Treatment of Personal Data should always be restricted to the strictly necessary, in compliance with the General Data Protection Regulation (GDPR) [EU Regulation 2016/679].

5. Should the provision of personal data to third parties be necessary, Supplier must ensure that the transfer of data is carried out in strict compliance with the current applicable legal norms, under penalty of indemnity for damages.

6. Upon written request from I-CHARGING, Supplier must return all the documents and registers, and any respective copies, that contain personal data and/or information it had access to in virtue of the contractual relationship.

7. Should Supplier lose the personal data and/or information, it will notify I-CHARGING immediately, subject to eventual compensation for damages.

### **XXI - CORPORATE COMPLIANCE**

1. It is the will of I-CHARGING that all Suppliers, its Collaborators, Workers, Renderers of



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Services and Subcontractors it has a commercial relation with, equally adhere to the compliance of its Code of Compliance, with the purpose of these principles and obligations is that they be fulfilled and accepted by aforementioned entities. For this reason, and with the purpose of guaranteeing the full compliance with the aforementioned rules, I-CHARGING has available on its website (<https://www.i-charging.pt/>) all the information necessary for its compliance.

2. Consequently, non-compliance with the Code of Compliance, both directly and indirectly, by means of third parties with which there is a relationship, is reason for I-CHARGING to notify Supplier, in written form, to cease immediately the behaviour in question.

3. Should the behaviour that is non-compliant with the Code of Compliance not cease with a 5 (five) day deadline starting from the moment of notification, I-CHARGING may terminate the Contract, subject to compensation from Supplier for losses and damages.

## XXII – SUSTAINABILITY

1. Supplier guarantees respect for the social principles: i) Prohibition of Child Labour (as described in paragraph 2 of Article 68 of the Portuguese Work Code); ii) Prohibition of Forced or Discriminating Labour (Supplier will not use forced labour, nor discriminating practises against its workers); iii) Guarantee of Work Safety (Supplier will ensure it has implemented the best practises that ensure the integrity, safety and health of its workers); iv) Social security and pay (Supplier guarantees the compliance of its obligations to its Social Security system, as well as punctual payment of its workers and collaborators); Trace the source of the supply of its materials, acting in conformity with the guidelines of the OECD, namely in relation to so-called “conflict minerals”.

2. Finding that the Supplier does not comply with any one of these social principles gives I-CHARGING legitimate grounds to replace Supplier.

3. The fact that I-CHARGING does not exert, or delays exertion of, any of the rights that this document confers upon it does not constitute a waiver of these rights. No waiver, consent or modification will be binding on any of the Parties involved, unless done in written form and approved and signed by all Parties.

4. Supplier will cooperate closely with I-CHARGING in the implementation of a Sustainability Policy, with this being an essential commitment.

5. Subject to criteria of reasonableness, Supplier will accept being audited and answer any



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request for evaluation with the purpose of verifying its compliance with its obligations.

### **XXIII –ENVIRONMENTAL AND SAFETY RULES FOR SUPPLIES**

1. Supplier must make available to I-CHARGING, at no extra cost to I-CHARGING, all materials and documentation, or any other activity within the scope of the supply, that may become necessary for the correct functioning, maintenance or compliance with norms, current legal, safety and/or environmental requirements, even if not mentioned in the Purchase Order/Sales Order Approval.
2. In the case of equipment, this must be supplied with the respective Instruction Manual in Portuguese/English, CE Mark Certification and declaration of conformity.
3. All supplied equipment that contains fluorinated gases will only be accepted if it complies with the requirements contained in Decreto-Lei nº 145/2017 (Decree no. 145/2017 of Portuguese Law) and EU Regulation no. 517/2014.
4. In the case of chemical products, and should this be the first shipment, Supplier must provide a declaration of compliance of REACH, as well as the respective Safety Datasheets of the supplied products. These datasheets must be in accordance with EU Regulation no. 1907/2006. After the first shipment, it is the responsibility of the Supplier to ensure the submission of the Safety Datasheets of the products and ensure as well that they are always up-to-date.
5. All Suppliers of chemical products must comply with the legal requirements for packaging, labelling and transport.(eg. CLP and ADR).
6. Supplier must have duly structured Environmental Quality and Safety Management Systems, as far as possible, have them certified by accredited bodies.
7. Supplier must ensure the compliance of general norms, as well as national legislation and European Regulation regarding collaborators, protection of the environment and work safety.
8. Supplier must ensure that its activities are adapted as necessary with the purpose of reducing any prejudicial repercussions to people and the environment.
9. In the case of non-compliance with any of the aforementioned situations, I-CHARGING reserves the right to unilaterally terminate the Contract.



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### XXIV – MISCELLANEOUS PROVISIONS

1. In the eventuality of a declaration deeming to be null and void all or part of any one of the conditions expressed in the present General Conditions of Purchase, this will not affect the full validity of all the others within this document.
2. Should the present General Conditions of Purchase be translated into other languages, in case of doubt or of a divergence, the sense, meaning and redaction to be considered as correct will be that of the original version in Portuguese.
3. These General Conditions of Purchase conveyed and made available to Supplier(s), via the reference to I-CHARGING's website (<https://www.i-charging.pt/>) in Sales Orders, allow for the acquaintance and immediate acceptance of aforementioned General Conditions with the Sales Order Approval of the Purchase Order.
4. Any questions that Supplier(s) would like to have answered regarding the terms of these General Conditions of Purchase should be sent to I-CHARGING via post, sent to its registered office, at the address Rua de Serralves, 351, 4150-707 Porto, Portugal, via email or via telephone, via the number +351 221150960.

### XXV – LITIGATION AND APPLICABLE LAW

1. The law which is applicable to the Supplies established within the present General Conditions of Purchase, the Specific Order Conditions, the Purchase Order/Sales Order Approval and the Contract, as well as any omitted situations, is Portuguese Law. The Vienna Convention on Contracts of International Buying and Selling of Merchandise is explicitly excluded.
2. In the case of litigation or dispute regarding the fulfillment, interpretation, application or integration of the Contract, the Parties will, by means of dialogue and ways to find common ground, make a concerted effort to solve the matter, within a maximum deadline of 30 (thirty) days.
3. Should it not be possible to reach an amicable and negotiated settlement, in the terms defined in the previous paragraph, any one of the Parties can, at any moment, submit the matter to a Court of Arbitration, that will resolve the matter definitively and will be composed of three arbitrators, one per Party nominated to represent it, and the third, designated by mutual agreement by the arbitrators of the Parties, will undertake the role of President. The Court of Arbitration will take place in Porto, in accordance with the Rules of Arbitration of the



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International Chamber of Commerce, take place confidentially and in English, unless both Parties have their registered offices and residences in Portugal, in which case the arbitration procedure will take place in Portuguese.

4. Should the Parties resort to the courts, for the trial and appreciation of all the matters that may arise or in connection with the present General Conditions of Purchase, Specific Order Conditions, Purchase Order/Sales Order Approval and/or Contract, including their validity, interpretation and application, the Porto District ("Comarca") Courts shall have jurisdiction, with the explicit waiver of any other court.