



## **General Purchase Conditions of Sibelco Portuguesa, Lda.**

### **1. ORDER ACCEPTANCE**

- 1.1. – Our order will be considered as having been accepted by the suppliers according to all the specific conditions referred to in these General Purchase Conditions, provided that the supplier does not submit a written restriction to said conditions within 14 days after receiving the order.
- 1.2. – When purchasing goods and services, the Specific Purchase Requirements attached to this document must be observed.

### **2. DELIVERY AND ACCEPTANCE**

- 2.1. – The goods must be delivered to and the services be carried out at the addressed mentioned in the Purchase Order. Goods delivered at the wrong address will be returned or transported to the proper address, at the expense of the supplier.
- 2.2. – Deliveries made to the Camarnal and Aveiro production/warehouse facilities will take place on week days between 8 a.m. to 1 p.m. and between 2 p.m. and 5 p.m., and to the Rio Maior production/administrative building facilities between 9 a.m. and 12 a.m. and 2 p.m. and 6 p.m.
- 2.3. – Goods and services must be accompanied by a delivery note/service completion note indicating our Purchase Order number. A signed delivery note is proof that the number of packages was received, but not that the quantities, prices or quality were accepted.
- 2.4. – The buyer reserves the right to check that all the delivered goods and services, after they have been delivered, assembled, commissioned or implemented, conform to the agreed specifications. If the goods or services are returned for failure to comply with the purchase conditions, all the expenses therefore will be borne by the supplier.



### 3. DELIVERY PERIOD

3.1.– The delivery period will be specified in our Purchase Order. Any eventual failure to honour that period must be communicated in writing and will serve to cancel the purchase and demand compensation corresponding to the damages caused

### 4. QUALITY, SAFETY AND ENVIRONMENT

4.1.– All services and goods supplied must conform to the applicable local, national and European law, and to any other safety and hygiene conditions essential to the protection of workers.

4.2.– For some goods and services, specific requirements are provided in the Specific Purchase Requirements attached to this document, which must be supplied and/or observed by suppliers.

4.3.– The goods and services must be supplied in accordance with the quantity, quality and description stated in the Purchase Order, and must conform to the specifications and standards also referred to in the Purchase Order.

### 5. GUARANTEE

5.1.– The supplier guarantees that goods delivered are free from design, material, manufacture or assembly defects for at least one year after delivery/commissioning.

5.2.– The guarantee includes the repair or replacement of all defective goods, as well as the payment of costs relating to labour, transport and any accommodation requirements.

5.3.– In respect of repaired or replaced goods, the same guarantee conditions apply for a further period of at least one year as of the date of said repair or replacement.

### 6. INVOICING AND PAYMENT TERMS AND CONDITIONS

**6.1.-** Invoices must be issued to SIBELCO PORTUGUESA, LDA. and sent to our registered office at QUINTA DA ROSA, ESTRADA NACIONAL N. ° 114, 2040-335 RIO MAIOR. ***Our Purchase Order number must be clearly indicated on the invoice.***



6.2. – Delays in payment may occur if invoices are sent to the wrong address or if invoices do not specify our Purchase Order number.


6.3. – Unless otherwise agreed, the payment term is 60 days after the invoice date.

6.4. – Intra-Community suppliers must specify on the invoice the country of origin and the statistical number (intrastat) of the goods delivered or services provided, as well as the weight of goods delivered.

## 7. APPLICABLE LAW AND JURISDICTION

7.1. – The Purchase and the agreement thereof will be governed by the Portuguese Law, excluding the application of the Vienna Convention, of 11 April 1980, on the international sale of goods.

7.2. – The parties hereby agree that all disputes will be settled by the District Court of Santarém.

 <b>SIBELCO</b>	<b>SPECIFIC PURCHASE REQUIREMENTS</b>	Edition: 01
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<b>Purchase of goods</b>		
Type of goods	Supplier Requirements	Purchase Requirements
<b>Measure and monitoring equipment</b>	-	Certificate of initial check/calibration, CE certificate, instruction manual in Portuguese.
<b>Other equipment</b>	-	CE certificate. Instruction manual in Portuguese (containing technical characteristics, including noise level).
<b>Personal and collective protective equipment</b>	-	Reference standard on product and CE mark
<b>Fire extinguishers</b>	-	Gas safety data sheet, the extinguisher must display series no. and date of manufacture.
<b>Air-conditioning equipment</b>	Certificate and accreditation of installer company and technician.	EC marking certificate, technical and safety data sheet of gas used, equipment technical document. Signed QEHS rules.
<b>Lubricants</b>	-	Safety data sheet on 1 <sup>st</sup> delivery.
<b>Oils</b>	-	Safety data sheet on 1 <sup>st</sup> delivery.
<b>Gasoil</b>	-	Safety data sheet on 1 <sup>st</sup> delivery.
<b>Floataion reagents</b>	-	Safety data sheet on 1 <sup>st</sup> delivery. Product conformity report (batch)
<b>Other chemical products</b>	-	Safety data sheet on 1 <sup>st</sup> delivery. Product conformity report (batch)
<b>Big Bags</b>	-	Supply according to our specifications
<b>Pallets</b>	-	Supply according to our specifications
<b>Paper bags</b>	-	Supply according to our specifications
<b>Cleaning products</b>	-	Safety data sheet on 1 <sup>st</sup> delivery

<b>Purchase of Services</b>		
<b>Type of Services</b>	<b>Supplier Requirements</b>	<b>Purchase Requirements</b>
<b>Auditing</b>	Auditors' curriculum.	Signed QEHS rules
<b>Consultancy</b>	Auditors' curriculum.	Signed QEHS rules
<b>Training</b>	Trainers' certificate of professional competence (CPC). If applicable to a company, accreditation is required.	Training report and attendance certificates.
<b>Human Resources</b>	Permit	As per contract
<b>Occupational Health</b>	Professional licence in Occupational Health	As per contract
<b>Health and Safety at Work</b>	Technical HS CAP	As per contract. Signed QEHS rules
<b>Calibrations/tests/metrological checks</b>	Laboratory accreditation certificate	Signed QEHS rules. Service report.
<b>Laboratory product tests</b>	Accreditation certificate for tests.	Test report
<b>Environmental monitoring laboratories</b>	Laboratory accreditation certificate	Calibration certificates of measuring equipment used. Signed QEHS rules
<b>Safety monitoring laboratories</b>	Laboratory accreditation certificate	Calibration certificates of measuring equipment used. Signed QEHS rules
<b>Inspection to equipment under pressure</b>	Accreditation certificate.	Signed QEHS rules. Inspection report.
<b>Maintenance of fire prevention and fighting network</b>	Technician's accreditation certificate. Company's accreditation certificate.	Signed QEHS rules. Inspection report.
<b>Maintenance of CCTV network and access control</b>	-	Signed QEHS rules. Service report.
<b>Maintenance /inspection of natural gas installation</b>	Company's accreditation certificate	Signed QEHS rules. Inspection report.
<b>Maintenance of air-conditioning equipment</b>	Company's accreditation certificate. Technician's accreditation certificate.	Final report
<b>Maintenance of transformer substations</b>	Technicians' and company's accreditation certificate.	Signed QEHS rules and additional information – name and number of people, accreditation certificates, aptitude form, PPE delivery form, start and end date of work, civil liability and work accident insurance, safety and environmental plan.
<b>Machinery subcontractors</b>	-	Signed QEHS rules and additional information. Driver's driving licence
<b>Maintenance and civil construction subcontractors</b>	Company permit. If civil construction with project is involved, request the documents required by the licensing entity.	Signed QEHS rules and additional information – number of people and names, aptitude form, PPE delivery form, start and end date of work, civil liability and work accident insurance, safety and environmental plan, if applicable.

<b>Maintenance of various equipment</b>	-	Signed QEHS rules and additional information – number of people and names, aptitude form, PPE delivery form, start and end date of work, civil liability and work accident insurance, safety and environmental plan, if applicable.
<b>Waste transport</b>	Transport permit	Form A. Signed QEHS rules
<b>Waste operators</b>	Operator's licence	Return Waste form A within 30 days.
<b>Gardening</b>	-	Signed QEHS rules
<b>Afforestation/planting</b>		Signed QEHS rules and additional information – number of people and names, aptitude form, PPE delivery form, start and end date of work, civil liability and work accident insurance, safety and environmental plan, if applicable (depending on works size).
<b>Cleaning</b>	-	Signed QEHS regulations. Work accident insurance.