

**HELM PORTUGAL**  
**General Purchase Conditions**

**1. General — Scope of Application**

1.1. Our General Purchase Conditions apply exclusively to all contracts regarding the supply of goods between the Supplier and us, HELM PORTUGAL.

1.2. We do not recognize any terms and conditions of the Supplier, especially its general sales conditions deviating from or conflicting with our General Purchase Conditions, unless we have explicitly agreed to their validity in writing or in text form.

1.3. Our terms and conditions shall also apply if we unconditionally accept the Supplier's delivery being aware of conflicting or deviating terms and conditions of the Supplier.

1.4 All agreements made between us and the Supplier in performance of the delivery of goods by the Supplier shall be set down in writing or in text form.

**2. Orders and Acceptance**

2.1. Purchase orders placed by us shall be legally binding only if issued in writing or in text form by our authorized representatives.

2.2. The Supplier must inform us before acceptance of obvious errors existing in the order (e.g. typographical or arithmetic errors) that determine its incompleteness, namely order documents, for purposes of correction or amendment. In case this is not verified no contract shall be deemed to have been formed between us and the Supplier.

**3. Delivery Date, Delivery and Product Labelling**

3.1 The delivery date stated in the order is binding to the Supplier.

3.2. Goods shall be delivered at the Supplier's expense and risk according to the agreed incoterms. Risk shall be transferred upon delivery to the receiving location notified by us during business hours.

3.3. Shipping shall be made at the Supplier's risk according to the agreed incoterms. The Supplier shall bear the risk of the goods being lost, damaged or destroyed up until the time they are delivered to us.

3.4. The Supplier shall ensure that delivery is made in compliance with the Good Distribution Practices for medicinal products and active substances for medicinal products for human use in force at the time of delivery, and any other regulations that may be in force and applicable at that time.

3.5. The Supplier is obliged to inform us, in writing or in text form, of any event or circumstance which may determine failure to comply with the delivery term agreed, stating the reasons for the delay as well as its prospective duration.

3.6. In the event of delayed delivery, we shall be entitled to the statutory rights available: damages and termination after a fruitless expiry of a reasonable period of grace.

3.7. In case of return due to errors or defects in the orders, the delivery of the goods is made at the Supplier's expense and risk. If the goods are not returned, they shall be stored at our facilities at the Supplier's expense and risk until the agreed delivery periods or dates.

3.8. Unless otherwise explicitly agreed in writing, delivery shall be made in accordance with the Incoterms specified in our order. The Incoterms in their latest version shall apply.

3.9. Regarding imported goods, shipping documents shall record whether the goods are duty\paid or duty\unpaid.

3.10. Our unconditional acceptance or payment of late delivery does not constitute any waiver of our claims for compensation regarding such late delivery.

#### **4. Quality assurance — Inspection During Contractual Execution**

4.1. The Supplier shall carry out and maintain an effective quality assurance system and shall furnish evidence thereof to us on request.

4.2. We shall be entitled to examine this aforementioned quality assurance system and the appropriate performance under the contract by the Supplier by ourselves or by third parties authorized by us. Our contractual and statutory rights shall not be affected by such examinations.

**5. Quality of the goods – Inspection and Liability for Defects**

5.1. We will inspect the goods within a reasonable period of time for any quality and quantity deviations and give notice to the Supplier of any such deviations; the complaint is timely if received by the Supplier within a period of 30 (thirty days) from the time of the discovery of any deviations, and within 6 (six) months after delivery of the goods. Inspections shall be made considering the agreed quality, state of the art, applicable statutory rules and official regulations as well as the rules of professional and trade associations and organizations and satisfy the functions as described.

5.2. Our payment shall not be considered an acknowledgment of a contractual performance of the Supplier.

5.3. We are entitled, without reservation, to the statutory warranty claims. We shall be entitled in any event to demand that the Supplier either remedies the defect or deliver goods that are free from defects. The right to claim damages is expressly reserved.

5.4. We are entitled to remedy the defect at the expense of the Supplier if the latter is in delay in remedying the defect or replacing the defected goods.

5.5. The limitation period for inspection shall be 6 (six) months from the delivery of the goods, unless a longer statutory limitation period applies.

5.6. The Supplier guarantees that the goods supplied are true to samples and comply with the contractual agreements and the agreed specifications.

5.7. The Supplier guarantees in particular the authenticity and accuracy of its delivery documents and the accompanying certificates and documents.

5.8. As far as the goods are concerned, the Supplier guarantees proper and complete control throughout the production process.

5.9. If requested, the Supplier shall be obliged to immediately provide us with the necessary information (official complaints, customer complaints, etc.) regarding certain goods. The assertion of further claims against the Supplier remains unaffected.

5.10. If the subject matter of the Supplier's delivery includes any packaging material used and deployed by us, the Supplier guarantees, in particular, that no adverse effects on the packaged product occur due to such packaging material. Furthermore, the Supplier guarantees the suitability of the packaging for its actual application.

5.11. The Supplier shall pack, label and dispatch the goods with care so that damage during transport is ruled out and safe and efficient transshipment, unloading, storing and dispatching of goods is ensured.

## **6. Product liability – Indemnification- Third-party Liability**

6.1. In case any third-party claim raised against us is attributable to the Supplier, namely in case of damages caused to the products by the Supplier, the Supplier shall be obliged to hold us free and harmless on our first request from any third-party claims, provided the reason is or should be within the scope of the Supplier's control and organization.

6.2. As part of its liability for damages in accordance with Clause 6.1 the Supplier is also obliged to reimburse us for the expenses arising from any recall of the products conducted by us, as well as hold us free and harmless from any third-party claims relating to the products that are recalled. We will inform the Supplier of the content and scope of the recall measures as far as possible and reasonable and give the Supplier the opportunity to make a statement. Any other claims we are entitled to shall remain unaffected.

## **7. Termination**

7.1. Any of the parties can terminate the contract in case of breach by the other party of any of its obligations arising under these General Purchase Conditions and/or any written agreements entered into by and between the Supplier and HELM PORTUGAL.

7.2. In case of breach of the obligations impeding on a party, the non-breaching party shall notify the breaching party in writing granting a period for the breach to be remedied, which cannot be inferior to 15 (fifteen) days, and after such period is elapsed without the breach being remedied, the

contract between the parties shall be deemed automatically terminated, without prejudice to the right to be compensated for the damages suffered as a result of such breach.

7.3. Considering the nature of the contractual provisions impending on the parties, we may terminate the contract with the Supplier, with immediate effects, in case of in case the Supplier (i) is subject to an insolvency proceeding or equivalent or is wound-up or liquidated, or (ii) fails to comply with legal and regulatory provisions applicable to the Supplier.

## **8. Third-party Rights**

8.1. The Supplier guarantees that, in connection with the supplied goods, no third-party rights, including intellectual property rights, copyright or other commercial property rights held by third parties, are violated within the country of destination made known to the Supplier.

8.2. If we are held liable by a third party for an infringement pursuant to Clause 7.1, the Supplier shall be obliged to hold us free and harmless on first written demand from such claims; we are not authorized to make any agreements, especially to conclude a settlement, with the third party without the prior written consent of the Supplier.

8.3. The Supplier's indemnification obligation shall also apply to any costs of an appropriate legal defense incurred by us in connection with the claim of a third party for an infringement pursuant to Clause 7.1.

## **9. Retention of Title**

9.1. We do not recognize any retention of title by the Supplier.

## **10. Non-Disclosure**

10.1. Supplier shall not disclose the terms of the order as well as any information and document of which it has become aware in this regard (except information accessible to the public) for a period of two years after the signing of the agreement and shall only use it to execute the order. Upon request, the Supplier shall promptly return such information to us after responding to queries or processing orders.

10.2. Supplier may not make any reference to the business relationship with us in any advertising materials, brochures, or other promotional materials, without our prior written consent.

10.3. Supplier shall impose the requirements of this Section on its employees and subcontractors and shall be liable for any breach of this Clause by its employees or subcontractors.

**11. Miscellaneous**

11.1 Portuguese law and European Regulations shall apply. Also, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall also be applicable.

11.2. The Court of jurisdiction is Lisbon, Portugal; however, we are entitled to sue the Supplier at the general court at the location of its registered office.

11.3. Unless indicated otherwise, the place of performance is Lisbon.

11.4 If any provision of these General Purchase Conditions is wholly or partially invalid, unenforceable or void, the validity of the remaining provisions shall remain unaffected.

11.5. Without our prior consent (in writing or in text form), the Supplier may not, in whole or in part, assign any claims over us to third parties.

HELM PORTUGAL UNIPessoal, LDA

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Portugal

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