

General Conditions of Sale

All the requested supply and service provision contracts will be drawn up according to the general conditions of sale. When placing orders to Hidromarinha, the client implicitly accepts the sale conditions herein.

Orders

Orders must be placed via Hidromarinha's Commercial Department and its salespeople, by telephone, by e-mail or by fax.

With each placed order accepted by Hidromarinha the client is obliged to adhere to the conditions of sale herein.

Orders of non-stock material, require an advance payment of 20%.

Prices

The prices shown on our catalogues/lists do not include VAT, but are subject to the applicable rate, and can be changed at any time without prior notice.

Our quotes/proposals are valid for 30 days.

Credit Limit

A credit limit will be set according to the guidance provided by the credit insurer and Hidromarinha's Management.

If no credit is attributed, the order will be fulfilled as a spot transaction with no financial discount.

Providing credit, credit limits, financial discounts, and accepting bills of exchange or renewals thereof, or other deferred payment methods requires prior acceptance by Hidromarinha's Management.

If the payment conditions are not respected, all the previously awarded financial accommodations will be cancelled.

Payments and Discounts

Payments: Payments can be carried out at our headquarters via cheques or cash, or via bank transfer.

In order to settle invoices using bills of exchange, approval by Hidromarinha's Management is necessary.

Discounts: Discounts are always indicated in our sales documents, according to previously agreed upon terms.

Discounts:

- 3 % - If no more than 8 days have passed since the invoice was issued.

- 2% - If no more than 30 days have passed since the invoice was issued.

The date in which the payment is received at Hidromarinha's headquarters will be considered the date of payment.

If 60 days have passed since the invoice was issued and the payment has not yet been carried out, Hidromarinha reserves the right to charge interest at the applicable statutory rate, as well as charge the client for the internal administrative costs of collecting the debt. This will be done in accordance with Article 102 of the Portuguese Commercial Company Act and in accordance with the Decree-Law No. 62/2013 of 10 May. Moreover, the client's credit will be suspended until the payments are settled. When the invoice is due, the credit insurance may be used.

Shipping

After the order departs Hidromarinha's warehouse and is transported to its destination, the client becomes responsible for it.

Even if the shipping costs are included in the agreed upon price, when the order leaves Hidromarinha's warehouse the client becomes responsible for it. Therefore, Hidromarinha will not provide refunds nor accept any complaints regarding merchandise that was damaged during transportation or during the loading and unloading process.

Any complaints should be directed at the carrier.

Hidromarinha will respect the client's instructions regarding the shipping method and the carrier. Nonetheless, it may opt for another shipping method or carrier if the selected one is not suited to serve the client's interests. Selecting a carrier does not transfer responsibility for the shipment to Hidromarinha.

Receiving the shipment

If the shipment is missing material or if it was lost or is damaged, it must be verified when unloading and the issue must immediately be declared in the waybill. The carrier or its legal representative must countersign it.

Delivery dates

Supply delivery dates are merely estimates. Not meeting the delivery date is not a viable reason for cancelling the order nor should it be used to request compensation from Hidromarinha.

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As soon as the information is available, Hidromarinha will inform the client of any delivery date changes.

Complaints

Complaints regarding defective materials or incorrect quantities must be placed immediately after the shipment is received and must be accompanied by the respective bill of sale.

Returns

Hidromarinha will only accept returns up to 15 days after the shipment is received and if an appropriate justification is presented. The return order mentioning Hidromarinha's invoice number must accompany the shipment.

Hidromarinha reserves the right to not accept the return of a shipment, in the following situations:

- The materials are manufactured especially for the client;
- The materials are not standard and were manufactured exclusively for the client.
- 15 days have passed since the shipment was received;
- The material has been used or has been handled;
- The material is not adequately packaged when arriving at our facilities.

When the materials have been manufactured specifically for the client, only 80 % of the value will be credited.

Cancelling orders

If the client cancels an order, Hidromarinha reserves the right to debit 20 % of the order's total as administrative expenses.

Warranty

Hidromarinha will ensure the correct functioning of the supplied material (regarding manufacturing defects) for up to a year after its delivery, without prejudice to the longer warranty period established by law.

The warranty does not include repairs or substitution parts due to normal material wear and tear, to accidents arising from negligent use, to lack of supervision and maintenance, to incorrect use, or to the use of the materials under extreme conditions or in conditions not considered normal.

The existence of a defect must be declared by Hidromarinha's technical services at our company's facilities. In case a defect does exist, the Buyer will be entitled to all the rights foreseen by law, mainly the right to have the faulty material replaced or repaired. The Buyer may benefit from the rights without any additional expenses within the aforementioned warranty period.

Parts to be replaced during the warranty period need to be returned to Hidromarinha.

Client's Property

Client's property, for ex. samples, are identified and stored for 2 months, after this time, the products should be returned. If the customer doesn't want them, the products will be destroyed.

Litigation

According to the Portuguese Law No. 144/2015 published on 8 September, in case of dispute, consumers may contact an Alternative Dispute Resolution Entity: CNIACC - Centro Nacional de Informação e Arbitragem de Conflitos de Consumo | Faculdade de Direito da Universidade Nova de Lisboa | Campus de Campolide | 1099-032 Lisboa
Phone No.: 213 847 484 – from 3:00 p.m. to 5:00 p.m. / 91 922

55 40 | Fax No.: 213 845 201

E-mail address: cniacc@unl.pt

Website: <http://www.arbitragemdeconsumo.org>

To learn more, refer to the Portuguese consumer rights website www.consumidor.pt.

Marinha Grande, 20 March 2019

The Manager

Henrique Lisboa