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GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PURPOSE

These General Terms and Conditions of Purchase define the framework under which PVS Moldes procures products and services. They are intended to establish clear expectations and consistent procedures between PVS Moldes and its Suppliers. Once accepted—either in their original form or as amended by mutual agreement—these Conditions constitute a binding agreement between both parties.

2. DEFINITIONS

Confidential Information: Any information, document, specification, or drawing, regardless of format, provided by PVS Moldes to the Supplier for the execution of an order, or accessed by the Supplier through PVS Moldes' systems or facilities.

Purchase Order / Requisition: A document, in any format, issued by PVS Moldes and sent to the Supplier to formalize the purchase of materials or services. It details the technical requirements, references, delivery deadlines, prices, and a reference to these General Terms and Conditions of Purchase.

Specifications: Any document issued by PVS Moldes describing the specific technical requirements to be fulfilled by the Supplier, including applicable standards, quality requirements, or work descriptions.

Certificate of Conformity: A document issued by the Supplier, under its own responsibility, confirming that the supplied products comply with all relevant standards, regulations, and requirements in force.

FAI (First Article Inspection): The verification process used to confirm that a new or modified production process consistently produces parts that meet all engineering and technical drawing specifications.

Counterfeit Parts: Any item, component, or material that is not authentic or does not comply with technical and regulatory specifications, including infringements of trademarks, patents, industrial designs, or certification standards.

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3. CONTRACTUAL DOCUMENTS

3.1. All Purchase Orders issued by PVS Moldes are governed by these General Terms and Conditions of Purchase, provided they have been accepted by the Supplier.
Any deviation or amendment must be agreed in writing by both parties.

3.2. The Supplier shall confirm acceptance of each Purchase Order within fifteen (15) business days of receipt, unless otherwise agreed in writing.

4. ORDER PROCEDURE

4.1. The Supplier shall execute each order in accordance with all contractual documents, applicable standards, and regulations. This includes meeting all specified requirements, delivery schedules, and additional conditions defined by PVS Moldes.

4.2. The Supplier is responsible for ensuring that all necessary resources, rights, and information are available to fulfill the order. If any data or materials are missing, the Supplier must obtain them before commencing work.

4.3. The Supplier must also promptly notify PVS Moldes of any issue that could affect execution, including bankruptcy, insolvency, or significant organizational changes.

4.4. The Supplier's Quality Management System must comply with the standards and requirements defined by PVS Moldes. It shall include, but not be limited to:

4.4.1. Provision of inspection and test reports.

4.4.2. Retention of relevant order documentation for at least three (3) years, unless otherwise stated.

4.4.3. Effective control over subcontractors and external providers to ensure compliance.

4.5. Allowing access, upon prior notice, to PVS Moldes, its customers, and regulatory authorities for inspection or audit during normal working hours. The supplier shall ensure that its subcontractors grant the same rights of access

4.6. In the event of any malfunction or incident affecting the Supplier's Information System that compromises, or may compromise, the security or integrity of PVS Moldes' data, the Supplier shall promptly take all necessary measures to identify, address, and rectify the detected issues. Failure by the Supplier to fulfil these obligations shall entitle PVS Moldes to claim compensation for any damages or losses arising therefrom.

4.7. For phased deliveries, the Supplier shall provide progress updates as specified in the order. The purchase order may define specific conditions for the supply of these updates.

4.8. The Supplier must implement appropriate controls to prevent counterfeit parts from being included in delivered to PVS Moldes products.

4.9. The supply of counterfeit parts constitutes a serious breach of contract.

4.10. The Supplier must ensure that all employees are aware of their role in maintaining product quality, safety, and ethical conduct.

5. DELIVERY

5.1. Each delivery shall include a delivery note or transport document attached to the external packaging, and a copy inside the package, containing:

- **5.1.1.** Delivery item identification number
- **5.1.2.** Purchase Order / Requisition number and quantity
- **5.1.3.** Supplier reference
- **5.1.4.** Certificate of Conformity (if applicable)
- **5.1.5.** Customs documentation (if applicable)

5.2. All required documentation forms an integral part of the supply.

5.3. PVS Moldes reserves the right to reject or return any supply that is not covered by a valid Purchase Order or amendment.

5.4. Unless otherwise specified, deliveries shall be made DAP (Delivered at Place) to the address designated by PVS Moldes.

5.5. The Supplier is responsible for any damage or loss occurring during transportation.

5.6. Packaging must comply with contractual and regulatory requirements and provide adequate protection against impact, contamination, and adverse environmental conditions during transport and storage.

6. DELIVERY TIME

6.1. The Supplier shall strictly adhere to the delivery deadlines defined in the Purchase Order.

6.2. Any anticipated delay must be communicated in writing to PVS Moldes, stating the cause, corrective measures, and revised delivery date. Except in cases of force majeure, the Supplier shall bear all costs resulting from such delays.

7. ACCEPTANCE

7.1. The acceptance procedure may include several stages: preliminary, provisional, and final acceptance. PVS Moldes reserves the right to reject any supply if the accompanying documentation is incomplete or non-compliant.

7.2. Issuance of an acceptance report shall not be interpreted as a waiver of warranty or other contractual obligations.

7.3. When applicable, final acceptance is subject to approval by PVS Moldes' end customer.

7.4. If the supply is found non-compliant, PVS Moldes shall notify the Supplier, granting ten (10) days from notification to inspect and correct the issue.

8. PRICE, INVOICING, AND PAYMENT TERMS

8.1. Unless otherwise agreed in writing, the prices indicated in the Purchase Order are fixed, non-adjustable, and exclusive of VAT. These prices include all costs and expenses related to the delivery of the supply.

8.2. Payment terms shall follow the agreement between the parties and may vary depending on the contract.

8.3. The original invoice must be sent to the address specified in the Purchase Order.

8.4. PVS Moldes encourages the use of electronic invoicing to improve efficiency and reduce paper documentation.

8.5. Credit notes must reference the related invoice and Purchase Order.

8.6. Unless otherwise agreed, and subject to applicable law, the standard payment term is ninety (90) days from the date of invoice receipt.

9. WARRANTY

9.1. The Supplier warrants that all supplied products are free from defects in design (where applicable), manufacturing, and materials, and that all services are performed in accordance with contractual requirements.

9.2. The warranty covers repair, replacement, or reimbursement of defective products, including associated transportation costs.

10. SUPPLY CONFORMITY

10.1. The Supplier guarantees that all products and services meet the technical specifications and quality requirements provided by PVS Moldes.

10.2. Certificates of Conformity, test reports, and complete traceability documentation must be made available.

10.3. Non-conforming products may be rejected and returned at the Supplier's expense.

10.4. All supplies must comply with applicable laws and standards in the country of delivery and any country of intended use, as communicated by PVS Moldes.

11. SUPPLIER EVALUATION

11.1. As part of its ISO 9001:2015 certification, PVS Moldes performs annual evaluations of its suppliers based on the following performance criteria:

- **11.1.1.** Pricing
- **11.1.2.** Delivery performance
- **11.1.3.** Supply conformity
- **11.1.4.** Technical and informational accuracy
- **11.1.5.** Responsiveness to complaints
- **11.1.6.** Communication and collaboration

12. CONFIDENTIALIT

12.1. All technical information, drawings, specifications, and data provided by PVS Moldes are confidential and remain its exclusive property. The Supplier shall not disclose such information without prior written consent.

12.2. Confidential Information may belong to PVS Moldes or its customers. Disclosure of such information does not grant any rights or licenses, express or implied.

12.3. Confidential Information may belong to PVS Moldes or its customers. Disclosure of such information does not grant any rights or licenses, express or implied.

13. CONTRACT RESCISSION

13.1. PVS Moldes reserves the right to terminate the contract or cancel any Purchase Order in the event of non-compliance, significant delay, quality failures, or breach of applicable laws and regulations.

14. GOVERNING LAW

14.1. This Agreement shall be governed by and interpreted in accordance with the laws of Portugal. Both parties agree to submit to the exclusive jurisdiction of the Court of Leiria.