

General Terms and Conditions

1. GENERAL CONDITIONS

- 1.1. For all due purposes, the entities that make up Grupo AGEAS Portugal will be hereinafter jointly designated by AGEAS.
- 1.2. The supply of goods and/or service provision may be contracted by each of these entities, or collectively.
- 1.3. The contracting process between AGEAS and the supplier requires the supplier's prior registration on the SAP Ariba platform.
- 1.4. The use of the Platform is intended exclusively for the established purpose, namely the registration of suppliers, tender submissions and negotiation of the terms of the supply of goods and/or provision of services.
- 1.5. The validity of any exemption from these conditions requires prior written consent from AGEAS.

2. GENERAL PROCUREMENT TERMS

- 2.1. For the supply of goods or provision of services with an overall value exceeding 100 000 Euros, the Purchase Order requires acceptance/confirmation through the return of a copy duly signed by the supplier to AGEAS Portugal // requires prior formalisation by written contract.
- 2.2. For lower amounts, the delivery or provision of any goods or services ordered, even if partial, shall be considered as acceptance of the Purchase Order by the supplier.
- 2.3. The supply of assets or the provision of services shall be carried out in strict compliance with the prices, terms and conditions expressed in the Purchase Order issued by AGEAS, or written Contract signed between AGEAS and the supplier.
- 2.4. If there is no prior written consent from AGEAS as per these terms and conditions, any charges related to a supply of goods and/or the provision of services shall be the supplier's sole responsibility.
- 2.5. The Purchase Order with the instructions contained therein, under these terms and conditions, or the Contract which may be signed, constitutes the general and final agreement between AGEAS and the supplier and may not be modified or waived without express written agreement between the Parties.
- 2.6. When the supplier's conditions, stipulated in the proposal and/or order confirmation or award, are different to those stipulated in these conditions and/or the Purchase Order, the latter prevails.

3. INSPECTION

- 3.1. The goods or assets supplied are subject to AGEAS inspection and approval, and will be returned or rejected if they do not meet the full or partial specifications of the corresponding Purchase Order or Contract, and the supplier shall be solely responsible for their replacement and subsequent return, including all resulting costs, unless another solution is agreed upon in writing between the Parties.
- 3.2. AGEAS is not responsible for delivered surplus of goods or assets, and the supplier is responsible for all costs associated with their return.

4. DEADLINES AND VALIDITY

- 4.1. The delivery deadlines for the supply of goods and/or the provision of services shall be those indicated in the Purchase Order or Contract, and may only be extended by written agreement between the Parties.

5. INVOICING AND PAYMENT

- 5.1. Invoices relating to the supply of goods or the provision of services shall be sent by post to Rua Gonçalo Sampaio, 39 – 4169-001 Porto, Portugal or by email to log.fornecedores@ageas.pt.
- 5.2. Payments shall be made within 30 days from the date of receipt of the corresponding invoice, by bank transfer, unless otherwise agreed in writing between the Parties.

6. LIABILITY

- 6.1. The registration and submission of proposals through the Platform do not in any way bind AGEAS to

exclusivity in the negotiation or subsequent contracting with the supplier.

6.2. AGEAS is not liable for any direct, indirect, incidental or criminal act arising from the improper or illegal use of this Platform, nor for any defect or malfunction of the equipment used to access the Platform.

6.3. The supplier is liable, under the law, for any damages or losses caused to AGEAS Portugal, its agents or third parties due to the supply of goods or the provision of services concerned.

7. CONFIDENTIALITY

7.1 Both Parties undertake to:

- a. Maintain the confidentiality of the information received as a result of the negotiation or the supply of goods and/or provision of services;
- b. Not use such information for a purpose other than that established in the signed Contract without prior authorisation from the other Party;
- c. Prevent the information provided by the other Party from being communicated to third parties, by all lawful means at its disposal;
- d. Refrain from making full or partial copies, revealing, using or processing confidential information in a manner other than that expressly established in these Terms and Conditions, or that agreed in writing between the Parties;
- e. Limit access and use of confidential information to its employees and subcontractors directly involved in the negotiation and enforcement of the Contract, limit them to that strictly necessary for the purposes of the Contract, and make them comply with the duties of confidentiality set forth herein;
- f. At the request of the disclosing Party, return or destroy all information provided in writing or any other tangible form, as well as any copies that are in its possession;
- g. Notify the other Party of any notices received from public authorities to provide confidential information and follow the guidelines of the latter which are compatible with the summons or legal requirement which gave rise to the notice, and to attach a statement to this information indicating that it is confidential information belonging to a third party containing trade or industrial secrets or information regarding intellectual property rights and the like.

7.2 The Parties further undertake not to disclose to third parties any information or documents exchanged between them under the scope of the negotiations and contracting process, including the final wording of the signed contract.

7.3 The Parties undertake, from the outset, to ensure that their employees and/or contracted workers will be bound by these duties of confidentiality, and that the Parties are jointly and severally liable to their employees and/or contracted workers for violations of the duty of confidentiality which may be incurred.

7.4 The duties of confidentiality arising from these Terms and Conditions shall bind the Parties after the expiration of the validity period.

8. DISCLOSURES

The supplier of goods or provider of services may not announce or advertise, in any form or by any means, their commercial relationship with AGEAS without prior written authorisation.

9. SOCIAL RESPONSIBILITY AND SUSTAINABILITY

9.1 As an essential condition for the supply of goods and/or the provision of services, the supplier accepts to be bound by AGEAS' Code of Ethics and Anti-Corruption Policies, also abstaining from any acts that can result in criminal liability for fraud or embezzlement, bankruptcy crimes, crimes arising from breach of competition law, granting advantages, bribes, or accepting bribes or other crimes of corruption on behalf of its employees and/or contracted workers.

9.2 In case violations to that set forth in the preceding paragraph are identified, AGEAS has the right to immediately cancel all ongoing transactions with the supplier as well as the right to cancel any negotiations.

9.3 Likewise, the supplier is bound by full compliance with all laws and regulations applicable to them and to business relations with AGEAS.

9.4 The supplier is also bound by full compliance with all sustainability and environmental protection principles and standards required by AGEAS and specified in the Sustainability Guide.

10. PERSONAL DATA PROTECTION AND SECURITY REQUIREMENTS

10.1. Matters related to the protection of natural persons with regard to the processing of personal data and on the free movement of such data follow Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, complemented by national or European legislation, by interpretations and guidelines issued by national and European authorities, by model clauses approved by the European Commission or supervisory authorities, as well as by any relevant jurisprudence (jointly referred to as "Data Protection Regime").

10.2. In case of joint liability or subcontracting in the processing of personal data, the relationship between the Parties shall be duly regulated in writing, in an attachment to the Purchase Order or Contract.

10.3. Matters relating to safety requirements, where justified in relation to the supply of goods or provision of services, shall be duly regulated in writing, in an attachment to the Purchase Order or Contract.

11. APPLICABLE LAW AND JURISDICTION

11.1 The relationship between the Parties, through the Platform, as well as these Terms and Conditions, shall be governed by Portuguese law and shall be interpreted in accordance with it.

11.2 All disputes arising from the present legal terms and conditions or in relation to them will be settled by the Portuguese courts with express waiver of any others.

11.3 In case there are discrepancies or differences of interpretation of this Legal Information across different languages, the version written in Portuguese shall prevail.