

# Sales General Conditions

## AMOP

### PREAMBLE

1st These general conditions of sales are agreed between Amop Lda, from now on referred as “Amop”, owner of the brands from “GrupoAmop” and the entities which aim to ask for quotations or to purchase, from now on referred as “Client”.

2nd The parties agree that the quotations and purchases will be ruled exclusively by the present contract excluding any conditions previously agreed by written.

### ARTICLE 1 – OBJECT

1. These general conditions of sales aim to provide and define to the client all necessary information about the modalities of quotation, order, sales, payment and delivery of purchases.

2. These conditions rule all necessary stages to accomplish the order and assure the following of this order between the Contracting Parties.

### ARTICLE 2 – QUOTATION

1. The Client may request and receive a written quotation, by identifying the models, providing the identification details and quotation specifications, namely country and place of delivery, as well as quantities. The Client must inform an email address and/or fax number in order to receive the quotation.

### ARTICLE 3 – ADJUDICATION / ORDER

1. The Client must confirm its order using one of the following ways:

a) By sending the written order by Email.

b) By sending the written order by Fax.

2. The sending of the order by the Client corresponds to the full and complete acceptance of the prices and description of the available products as well as the general conditions of sales which will be the only conditions applied to the contract thus concluded.

#### 2.1. Order additional costs

- a) Orders inferior to 16 m2 of Mono K have an additional cost of 10 €uros.
- b) Orders inferior to 20 m2 of Hydraulic Floor Coverings from our brand Pavings have an additional cost of 10 €uros.
- c) Orders inferior to 20 m2 of ECN2 Floor coverings have an additional cost of 10 €uros.

2.2. Floor and Wall Coverings – Minimum order of 25 pieces / units.

3. **Amop** will honor the received order until the limit of the available stocks, in case of lack of availability Amop engages to inform the Client as soon as possible.

4. Whenever **Amop** demands an advanced payment or needs a client credit confirmation, the beginning of production will only occur when payment or confirmation credit reception is effective.

Thus the **Client** must not consider effective his order at the time of sending it to **Amop**, without the conditions listed above fulfilled

5. **Advanced production times for street furniture** - whenever production times are shortened by **client's** specific request, changing deliberately the planning production, the material will be invoiced with the availability date and will wait for collection or delivery, which in no circumstances can exceed 60 days from invoice date.

6. **Standard production times**– whenever the goods are ready to be delivered and the clients do not collect or do not give clearance to receive them, they will be invoiced in a maximum 15 days term after client is being informed of this availability by **Amop**. This term cannot exceed 60 days from invoice date.

7. **Order cancellation** – it is considered a deadline for order cancelation without further charges for **client** a maximum period of 48 hours (or 2 working days) counting from order confirmation date.

After this expiration date mentioned above **Amop** reserves the right to charge the costs that have been verified until the moment of order cancellation, and the **client** cannot object to this practice.

#### ARTICLE 4– DELIVERY

1. The orders delivery may be done through the modality of transport proposed on the quotation or other modality previously agreed by written.

Home delivery can't be done to P.O. boxes.

## 1.2 – The transport

- a) When the transport takes place with Amop cars, Amop's responsibility ends with the delivery at the agreed delivery place.
- b) The transport is referred to complete charges or having charge complement to the same area, only available in semi-trailer.
- c) In the other cases, including those whose transport is provided by Amop or other means, the clients' demand, with the debit of the transport, the transport of goods is of clients' or buyers' risk. Amop responsibility ends with the loading of the vehicle at their facilities.

## 1.3 – Accessibility

- a) Delivery places / sites should be accessible for semi trailer trucks of 13x2,6 m dimensions. It's the client responsibility to insure the unloading place /site is accessible to such vehicles mentioned above. Amop cannot be hold responsible for the transshipment for smaller dimension vehicles.

## 1.4 – Unloading

- a) It is considered unloading when we put the merchandise on a place/ site in just one unloading point.
- b) In case of dispute, the buyer or his representative has the possibility of doing it in written through a registered letter to the transporter, in a 3 days term after merchandise reception.
- c) It is understood that the unloading of the merchandise will always be by mechanical means, and this operation should not exceed 45 minutes for a full truck, eventual costs with machines are of client's responsibility, unless there is different disposition, and since it has been established in written at the time of the proposal.

## ARTICLE 5 - TERMS

### 1. Information on delivery term

- a) Forecasted terms on quotation

The maximum term estimated by Amop is 40 days, between the order, the production and the delivery to the client, unless there is different information agreed on the quotation.

- d) Reassess terms when awarding

After awarding, the forecasted terms will be reassessed by Amop and the client will be updated about the forecasted date of delivery.

e) Order following

To follow an ongoing order, the Client can send an email to: [amop@grupoamop.com](mailto:amop@grupoamop.com).

## 2. Implementation of the delivery terms

Amop is committed to deliver the ordered material as soon as possible. The availability and delivery terms informed should be considered as indicative only. The availability and delivery terms informed are based upon the historical of past supplies of these products. Such estimates do not assure future supplies. Amop endeavors to accomplish these terms. If Amop forecasts any difficulty to accomplish the delivery terms, Amop will inform the Client, giving him the option to cancel de contract. If the client does not activate this right, we assume that the Client remains interested on the order and allow the delivery beyond that period.

The delivery terms get in effect starting from the date of receipt of the written order and, eventually, of the needed plans to the production saying "Approved for implementation." However, within the possible, we make all efforts to respects the stipulated delivery terms.

This way, we are authorized to suspend or delay the contracts if there are delays on deliveries, change of prices, lack of transport or any other major reason.

## ARTICLE 6 – PAYMENT

1. AMOP proposes to the Client the following payment modalities, and this should choose one of the following types:

### 1.1. Prompt Payment

- a) Cash
- b) Cheque
- c) Banck Transfer

### 1.2 Credit payment

- a) until 30 days after Invoice issue

## ARTICLE 7

1. Prices are quoted in Euros, with fees and taxes excluded, VAT in force at the date of invoicing, will be charged only, when applicable.

2. If the products pricelist change, it will be necessary an update of prices available. If this situation occurs with any product ordered, and in case of price change, the customer will be immediately informed, and may choose to receive order (with the respective settings) or to cancel.

#### ARTICLE 8 – PACKAGING

a) The products are properly packed for transport, and when necessary packed on wooden pallets suitable for handling with forklifts, cranes or similar machines, according to the technical information.

b) The pallets provided are non-reusable, except as otherwise agreed to in writing, or agreement of crediting the value of the pallets upon their return.

c) Amop can change at any time the dimensions and technical characteristics of the packaging, as well as the respective packing list. Should always be considered the last documentary review of packing list.

#### ARTICLE 9 - PRODUCTS

a) The products supplied by Amop are those presented in the catalogues and price lists, unless by measure solutions to be produced at the customer's request.

b) The natural aggregates used to manufacture Amop products, can present due to their nature slight change of tonality and dimension.

c) The Amop products with cement base, can present efflorescence phenomenon. This natural phenomenon does not affect the technical characteristics of the products, nor their durability, affecting only the aesthetic aspect of the material.

d) The remaining articles, of wood and metal parts are submit t to specific conditions of packaging,

application and periodic maintenance cycles, and the same must be respected, in accordance with their specific characteristics.

e) Amop can change at any time, the typology, composition, colors, weights and dimensions of the products, being, in this case, only obligated to satisfy the orders confirmed with products with the same characteristics as prior to the change.

#### ARTICLE 10 - RESPONSABILITY

##### 1. From the Product responsibility

a) The application/exposition conditions of the articles can influence more or less precipitation of efflorescence phenomenon, which disappears with time. This natural phenomenon that does not affect the quality of our products.

b) The colors and ornaments of our products are not contractual and may vary slightly from one piece to another depending on the behavior of raw material.

c) The tones of Amop products, can present nuances and the tones variations depending on public/private use, being considered natural ageing and noble of the materials

d) Our responsibility is limited to the replacement of defective products recognized as upon receipt by the customer. After application or use, no complaint regarding the aspect of the product will be accepted.

e) The technical documentation available on pallets, in catalogues and in all business areas from the Website of GrupoAmop, from Amop, must be imperatively respected.

f) The disrespect of these additional requirements shall exclude our responsibility

## 2. From the Internet responsibility

**Amop** is not responsible for any inconvenience or damage caused to the **Customer** by the use of Internet network such as: service disruption, external intrusion, anomalies caused by computer viruses or any other case of major force.

## ARTICLE 11 – WARRANTIES

a) **Amop** articles are produced on the basis of the European regulatory specifications in force, applicable to each one of the products of its business areas.

b) These warranties apply only to first choice material and have a tolerance of conformity in accordance with the applicable standard.

c) In case of nonconformity, our warranty only implies the replacement of the defective product.

d) Concerning the guarantee, according to the Decree Law nº 84 of 2008 ( directive nº 1999/44/CE European Parliament and Council) provides a deadline, which is the time that the client have to present any lack of conformity, the Costumer should exercise their legal rights. This limit is set in two years

e) Defects and damage caused by non-natural usage, by an exterior accident (mounting inadequate, faulty maintenance, abnormal use, abuse usage...) or by a modification of the product not provided or specified by us, are excluded from warranty.

## ARTICLE 12 – COMPLAINTS

a) The material should be mandatorily inspected at the time of discharge and all possible anomalies registered in the accompanying guide, otherwise, are excluded all

complaints concerning pathologies that are not included in the registration.

b) Any complaints regarding the characteristics of the products should be substantiated and must refer the products and the references claimed, according to the accompanying sheet of the product. They should also be made mandatorily in writing and by registered letter within eight days counting of the delivery and mandatorily before the application on work site.

c) Complaints accepted by AMOP only entitle the replacement of the material considered defective, ending the responsibility of AMOP with his replacement.

d) AMOP doesn't respond for any damage attributable by others directly or indirectly to their customers resulting from the application on work site of defective material.

e) Are not acceptable suspensions, postponements or payment denials from the customers based on any complaints procedures, with payments processed by the agreed conditions for each delivery.

#### ARTICLE 13 - PERSONAL DATA PROCESSING

The Customer authorizes AMOP to treat on a automated way the personal information supplied by the purchase order, in particular, by the usage of cookies.

#### ARTICLE 14 – NEWSLETTER

1. It's given the designation of the NEWSLETTER to the e-mailings with news, promotions, offers and informations sent directly to the **Client** e-mail box provided to AMOP when registration of the **Client**.

2. The **Client** has the possibility to subscribe the newsletter, being automatically registered from the moment when he makes the first order.

3. To modify your personal data or suspend the request of the newsletter sending service, you should go to your registration and disable this option.

4. The Newsletter is an exclusive property of AMOP.

#### ARTICLE 15 - INTELLECTUAL PROPERTY

1. All content of the articles of Marketing and Communication are intellectual property of AMOP and may not be copied or reproduced, except on the strictly necessary measure to allow their online reading.

2. The contents existent on the articles of Marketing and Communication are produced

by internal and external sources, so AMOP isn't responsible for the update failure and / or inaccuracy of such information.

3. All texts, images, illustrations, photos, logos and other elements of the Marketing and Communication articles are protected by law.

4. The **Client** who has a Website on the Internet and wishes to place, for his personal use, a link that report directly to any Amop Group website, must have a written permission from AMOP.

5. In the case of the previous matter, it will not be an implicit agreement of affiliation.

#### ARTICLE 16 – PROOF

The Parties agree that the computer records, kept in the computer systems of AMOP in reasonable safety conditions are evidence of communications, orders and payments between the parties.

#### ARTICLE 17 - CONSERVATION AND ARCHIVE OF TRANSACTIONS

The archive of the orders and invoices will be made on a reliable and durable support to match with an exact and durable copy.

#### ARTICLE 18 - APPLICABLE LAW AND JURISDICTION

1. The applicable law to any contractual relationship who is established with AMOP is the Portuguese law.

2. To settle any conflict resulting of any contract under these general conditions terms of sale shall be competence the District Court of Águeda, with express renounce of any other.

#### PRIVACY POLICY

The treatment of your data is done in compliance with legislation on personal data protection. The same, subject to computer processing, will be contained in “Amop” enterprise database and are intended to registration, statistics operations and presentation of other products and services, as well as institutional information, to provide by the same.

Their provision is optional and is guaranteed, under the law, the right of access, rectification and cancellation of any data which affects him directly, in person or by writing, directly to the address given on the homepage of this site.



Despite the sites of "Amop Group " have safe areas, where the information travels encrypted, other personal information is circulating in an open network, not being protected against possible deviations. Therefore, "AMOP" can't be held responsible for the communication of passwords, confidential codes and any sensitive information that could possibly be diverted.