

# **GENERAL CONDITIONS OF PURCHASE**



## **1. GENERAL CONDITIONS**

**1.1.** All Purchase Orders placed by the ATM company or by any ACE belonging to it (hereinafter, simply, referred to as "ATM") are subject to these General Conditions ("General Conditions") which regulate the purchases of goods and services made by ATM to the their Suppliers and regulate the rights and obligations of the parties.

**1.2.** Any amendment to these General Conditions will only be considered valid if it is included in the Purchase Order, issued by ATM ("Purchase Order"), Specific Order Conditions and/or written, signed and validly signed contract between the parties ("Contract")

**1.3.** ATM's General Conditions of Purchase prevail over any general and/or particular (or other) conditions that the Supplier may have, even if sent to ATM, and are null and void and have no effect on ATM unless expressly accepted in writing by the person who has the power to bind ATM.

**1.4.** Any conditions or specifications that the Supplier may insert in documentation of any nature that are contradictory to the provisions of the General or Particular Conditions and/or Contract will be null and void.

**1.5.** Only computer-processed Purchase Orders are accepted and commit to ATM. Verbal requests must give rise to the issuance of the respective Purchase Order.

**1.6.** The Supplier accepts these General Conditions of Purchase from the moment it proceeds to the Acceptance of the Purchase Order, as defined in point 3.1 of these General Conditions.

**1.6.** By accepting the Purchase Order, the Supplier automatically (i) acknowledges that it has full knowledge of all the information necessary for the execution of the Purchase Order, (ii) acknowledges its ability to fully and punctually fulfill the Purchase Order and (iii) waives the right to apply its own General Conditions.

**1.7.** The Supplier may not, without the prior written agreement of ATM, assign or transfer part or all of the rights and obligations arising from the Purchase Order.

## **2. SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES**

**2.1.** The Supplier undertakes to:

**a)** to comply with and enforce by its staff, strictly and fully, all laws and regulations applicable to the activity pursued and to demonstrate that it is in possession of all authorizations, licenses and/or approvals that, under the terms of the applicable law and regulations, are necessary for the pursuit of its activity, as well as for the fulfilment of the obligations arising from the Purchase Order. In addition, the Supplier also guarantees compliance with all environmental and safety standards, general and specific, as well as all other specific service conditions in force at ATM and communicated to it by it;

**b)** Communicate in a timely manner any condition that may compromise the execution of the Purchase Order under the agreed terms, which does not diminish its responsibility for non-compliance with it;

**c)** It undertakes to ensure that the transport, loading, unloading, handling and storage (if applicable) of the equipment and materials subject to the Purchase Order are carried out in a manner appropriate to their characteristics, in order to avoid the occurrence of any damage to them.

**d)** You are obliged to punctually comply with the deadlines established in the Purchase Order, unless ATM agrees to the contrary in advance. In the event that the Supplier delivers the equipment, materials and/or services that are the subject of the Purchase Order prior to the delivery date indicated in the Purchase Order, ATM may refuse to accept such equipment, materials and/or services and, at the Supplier's expense and risk, return them to the Supplier or store them until the delivery date indicated in the Purchase Order. The advance delivery of equipment, materials and/or services subject to the Purchase Order will not result in any anticipation of the obligation to pay the price compared to the date on which payment would have been due if the delivery had not taken place in advance.

**e)** Assume full responsibility for any and all damages caused to ATM, its employees and/or any third parties, resulting from non-compliance or delay in the supply and/or provision of services, claims, actions or requests for compensation to which ATM may be subject;

**f)** Comply with the regulations and Certification Systems related to the corresponding provision and/or provision of services.

**2.2.** Until the moment of delivery of the goods to the place indicated in the Purchase Order, they will be transported at the suppliers' own risk, and all risks of conservation of the equipment and materials object of the Purchase Order will also be borne by the Supplier.

## **3. SUPPLIER POLICY**

As far as its suppliers are concerned, ATM is clearly concerned with the value chain in which it operates. To this end, ATM's supplier policy is based on the pillars detailed below, which will always be subject to analysis in their selection and qualification:

**a)** ATM repudiates any type of undue exploitation of resources, such as child labor, slavery, forced labor, human trafficking, among others;

**b)** ATM strives for sustainable work, ensuring a balanced policy with regard to hours and wages, among other benefits;

**c)** ATM is in favour of the free association of people, and is even available for collective bargaining formats, among others;

**d)** ATM strongly condemns any form of harassment or discrimination;

**e)** ATM privileges ethical conduct and compliance in all circumstances, as well as fair competition practices. Corruption and bribery will always be punished within the respective legal framework;

**g)** Any act that represents a conflict of interest or political retaliation will be denounced, within the respective legal framework;

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h) ATM favors the use of renewable energies, with a view to reducing the emission of Greenhouse Gases and consequent ecological footprint, ensuring the maintenance of air quality;

i) ATM privileges the sustainable use of water, as well as other sustainable resources, with environmental sustainability being one of its concerns;

j) The management of the use of chemicals, as well as any other resources, is always done responsibly.

### **4. ACCEPTANCE OF PURCHASE ORDER AND SUPPLY/SERVICE**

**4.1.** The Purchase Order is considered tacitly accepted, unless the Supplier and assignor expressly and in writing declares not to accept the Purchase Order, and the delivery, even partial, of any equipment, materials and/or services object of the Purchase Order will be considered as acceptance of the same and of these General Conditions of Purchase.

**4.2.** The Purchase Order must be fulfilled in strict accordance with the specifications, conditions and quantities established therein, Specific Conditions of Order, Contract and/or other contractual documents, as well as in compliance with legal standards and rules that are applicable to the object of the supply in question.

**4.3.** The Supplier undertakes to comply with and follow all definitions in terms of the technical specifications of the equipment and materials expressed in the Purchase Order.

**4.4.** The place of delivery will always be the one indicated on the Purchase Order.

**4.5.** All supplies must be accompanied by a Packing or Waybill, issued by the Supplier, referring to the order number and clearly indicating designations and quantities and all other obligations provided for in the legislation in force.

**4.6.** Supplies and services are only considered accepted after ATM verifies that they correspond to the respective Purchase Order, and ATM has the right to refuse any equipment, materials, services or manufacturing processes that are not in accordance with the criteria, specifications and standards indicated in the Purchase Order.

**4.7.** This check ("Reception Provisional"), or the lack thereof, does not in any way diminish the liability of the Supplier, who shall retain it in full, with respect to the obligations assumed within the scope of the Purchase Order, in particular with regard to the provisions of the stitches 6 and 7 Infrastructure.

**4.8** In case of partial deliveries of equipment, materials and/or services object of the Purchase Order, which have not been expressly agreed to by the parties, ATM may refuse to accept such equipment, materials and/or services and, at the Supplier's expense and risk, store or return them to the Supplier.

### **5. PRICES**

**5.1.** Prices are fixed and not subject to revision for goods placed at the location indicated in the Purchase Order.

**5.2.** The prices contained in the Supplier's Proposal include all costs and expenses that result from, or are a consequence of, the execution of the Purchase Order, Particular Conditions of Order and/or Contract;

**5.3.** The prices of the supplies include packaging, transport, loading, unloading and insurance of the goods supplied, delivered to the place indicated in the Purchase Order, Particular Conditions of Order and/or Contract.

**5.4.** All charges, duties and taxes, duties, licenses, import duties, customs duties and any other costs related to the execution of the Purchase Order in both the country of origin and the country of destination are included in the price.

**5.5.** Likewise, in the event that any supplies fall on imported products and goods, the contingencies of monetary exchange and the payment of taxes and fees are considered to be included in the price presented on the date of the Purchase Order, and ATM does not assume any price adjustment resulting from such variations.

### **6. INSURANCE**

**6.1.** The Supplier shall be responsible for entering into and maintaining in force all the insurances required and/or necessary for the full fulfilment of the Purchase Order, in accordance with the provisions of these General Conditions of Purchase, so as to safeguard the position of ATM and third parties in relation to all losses or damages incurred in connection with the execution of the supply.

**6.2.** The Supplier is obliged to present to ATM, whenever requested, proof of the insurance taken out under the terms of the previous paragraph.

### **7. NON-CONFORMITIES**

**7.1.** All equipment, materials and/or services object of the Purchase Order are subject to the inspection and ATM approval, which can be Non-Conformity processes are raised whenever, at any stage of the execution of the Purchase Order, anomalies, errors, delays, breakdowns and/or non-conformities are found, in whole or in part, with the stipulated technical specifications or with the rules and standards in force.

**7.2.** The Non-Conformity process will be duly registered by ATM, and a complaint will be sent to the Supplier. These occurrences will negatively influence the Supplier's classification in the Supplier Evaluation Process in force at ATM.

**7.3.** The lifting of a Non-Conformity does not suspend the Supplier's fulfillment of the Purchase Order on all previously agreed terms.

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**7.4.** ATM may, at the Supplier's expense, reject and/or return the equipment, materials and/or services in Non-Conformity, without prejudice to the provisions of the following number, the application of penalties that are imputed by third parties to ATM as a result of the Non-Conformity, as well as other consequences contemplated in the Purchase Order or in the Law.

**7.5.** If it is Detected any Non-Conformance, upon ATM's request, the Supplier shall, at ATM's sole discretion and within a period determined by ATM, (i) repair such equipment, materials or services, or (ii) replace the equipment, materials or services in Non-Conformity, The Supplier shall be responsible for all expenses inherent to its replacement and/or repair, all without prejudice to the rights provided for in the final part of the previous point.

**7.6.** The Reception equipment, materials and/or services object of the Purchase Order do not preclude the right of ATM claim any Non-Compliance or waive any right you have under contract or law.

**7.7.** All travel costs, inspection, dismantling, identification of occurrences, assembly, tests, supervision and others, incurred by the Supplier and/or the ATM Arising Direct or indirectly, the occurrence of Non-Conformities will be fully borne by the Supplier.

### **8. WARRANTY**

**8.1.** ATM may require the goods to be accompanied by the CE Mark and Manufacturing Quality Assurance Certificate in accordance with the respective Standards.

**8.2.** During the applicable and/or legally provided warranty period, and without prejudice to ATM's other rights, the Supplier undertakes, at ATM's sole discretion, to correct, repair, modify or replace, immediately and at its own risk, all equipment, materials and/or services that present any errors, malfunctions and/or non-conformities with any industry standards, technical specifications or legal standards and rules in force, providing ATM with a detailed report of the occurrence and bearing all the respective costs, namely indirect costs with transport, labor, travel, accommodation, meals, etc.

**8.3.** The correction, repair, modification or replacement of defective parts means that a new warranty period will start to run identical to the original warranty period, which will start from the date of the correction, repair, modification or replacement of the defective parts.

**8.4.** ATM may have any necessary corrections, repairs, modifications or replacements made at the Supplier's own risk if the Supplier's response is inadequate or out of time, and the Supplier is responsible for paying all costs resulting directly or indirectly from such repairs, modifications or replacements. ATM will notify the Supplier to pay such costs or, alternatively, deduct them from the payments due to the Supplier.

### **9. INVOICING AND PAYMENT TERMS**

**9.1.** The invoice must be issued after the delivery of the good or service, mandatorily mentioning the order number, Delivery or Transport Note and the description of the goods or services, in addition to the legal data.

**9.2.** Each invoice should refer to only one order.

**9.3.** The Payment Terms of the supplies are indicated in the Purchase Order. Payment Terms previously specified in the context of a business relationship between ATM and the Supplier will be used if they are expressed in writing in the Purchase Order, Particular Conditions of Order and/or Contract.

**9.4.** The fulfilment of the supply obligations, any delivery of documents and financial guarantees, under the terms and conditions provided for in the Purchase Order, Particular Conditions of Order and/or Contract, is an indispensable condition for the payment of invoices.

**9.5.** Any claim, sanction or legal penalty against ATM by its Customers, related to the scope of the Purchase Order, may result in withholding of payments, based on this Purchase Order or otherwise, until:

**9.5.1.** The Supplier assumes such claims, sanctions or legal proceedings;

**9.5.2.** the legal process or proceeding is completed without consequence or any obligation to ATM;

**9.5.3.** The Supplier has fulfilled all of its obligations under the Purchase Order.

### **10. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

**10.1.** The Supplier undertakes To Compliance with the your tax obligations, and legal provisions on labour matters.

**10.2.** The ATM It consists of the right from be reimbursed for any payments that may be required from you for non-compliance with legal provisions and/or Administrative offences By Temporary Employment Agencies and companies that provide Services.

**10.3.** Failure to comply with labour law provisions or failure to meet the prerequisites required of Service Providers (Law 28/2016) will prevent them from being hired.

**10.4.** The Supplier undertakes to follow a policy of ethical principles and values.

**10.5.** The Supplier undertakes to promote the safety and health of workers in order to prevent the occurrence of accidents at work and the emergence of diseases Professionals, as well as to comply with all legal standards applicable to health and safety at work, as well as to comply with any provisions and/or standards required by ATM resulting from internal rules applied and/or required by it.

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**10.6.** The Supplier undertakes to comply with Environmental Protection Standards and Regulations adopting measures for the improvement of environmental conditions.

**10.7.** ATM selects and qualifies suppliers in order to favour a more sustainable value chain, seeking to minimise the resulting ecological footprint of its activity and its stakeholders.

### **11. SUPPLIER EVALUATION**

ATM reserves the right to evaluate suppliers according to the following criteria:

- 1 - Speed in the presentation of solutions suited to needs and expectations
- 2 - Degree of satisfaction with the service provided
- 3 - Compliance with environmental and safety rules
- 4 - Proper conduct
- 5 - Technical Support
- 6 - Capacity to respond in urgent situations
- 7 - Compliance with deadlines estipulados\_
- 8 - Compliance with the requirements

### **12. TRADEMARKS, PATENTS, MODELS**

**12.1.** The Supplier warrants that its activity in execution of the Purchase Order, as well as the equipment, materials and/or services object do not infringe or violate any intellectual property rights of any third party.

**12.2.** The Supplier undertakes to indemnify ATM for all losses, damages or costs arising from actions and/or procedures (including expenses resulting from such actions and/or procedures) related to the use, possession, transmission or sale of the equipment, materials and/or services provided in execution of the Purchase Order, on the grounds of infringement of intellectual property rights.

**12.3.** Except agreement of the parties to the contrary, all projects written or drawn pieces, end screens, drawings, software, studies, reports or any other intellectual creations prepared and/or used by the Supplier under and with a view to the execution of the Purchase Order, as well as all Respective intellectual property rights over them will become the property of ATM and may be freely modified by it.

### **13. CONFIDENTIALITY**

**13.1.** The Supplier undertakes to keep under strict confidentiality, not to disclose to third parties and not to use, for its own benefit or that of third parties, any and all information that it has or that it will become aware of by virtue of the execution of the Purchase Order, or in connection with it, including all those received prior to its acceptance.

**13.2.** The Supplier undertakes to ensure and is responsible for the fulfilment by its employees and employees of the confidentiality obligations provided for in these General Conditions of Purchase.

**13.3.** The obligation of confidentiality shall continue even after the fulfilment or termination, for any reason, of the Purchase Order.

### **14. DATA PROTECTION**

**14.1.** The Supplier hereby accepts and acknowledges that ATM may receive and process the information sent to it from the company itself and/or from employees, subcontractors and employees, and the Supplier undertakes to ensure that all information made available has been properly obtained, in compliance with all applicable legal regulations, with all necessary consents for this purpose, in particular with authorisation for its transmission to the ATM.

### **15. RESOLUTION**

**15.1.** The Purchase Order may be terminated by ATM, at any time and without any liability or financial burden to ATM, in any of the following situations:

**15.1.1.** If the supplies made are not in accordance with the specifications of these General Conditions of Purchase, the Purchase Order, Specific Conditions of Order, Contract and/or other contractual documents;

**15.1.2.** If the goods or materials delivered do not conform to the samples or specifications submitted by the Supplier for ATM's approval

**15.1.3.** If the delivery deadlines, total or partial, provided for in the Purchase Order are not met by the Supplier without a justified reason accepted by ATM;

**15.1.4.** If there are reasonable doubts as to the Supplier's rights over the equipment, materials and/or services provided, namely with regard to the legitimate use of patents, trademarks, models and designs;

**15.1.5.** If the bankruptcy or insolvency of the Supplier occurs, or if any such request is made to the competent Authorities;

**15.1.6.** In any other case provided for by law.

**15.2.** The ATM will also have the right to terminate the Purchase Order if the End Customer suspends, cancels or terminates the respective order or contract. In this case, the ATM shall only be responsible for payment to the Supplier of the equipment, materials and/or services object of the Purchase Order compliant, delivered and already accepted.

**15.3.** If the termination for a reason attributable to the Supplier covers only part of the Purchase Order, the ATM is responsible for the payment of the equipment, materials and/or services compliant, delivered and already accepted, and without prejudice to the ATM be able to offset the price of such equipment, materials and/or services against amounts due by the Supplier to the ATM,

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in particular by virtue of the resolution and/or entitlement to compensation/penalties due to ATM.

**15.4.** Immediately after the communication of the resolution, ATM to the Supplier, within a period to be determined by the ATM, will return any and all material entrusted to it by the ATM, as well as the delivery of all materials, studies, drawings, tools, moulds, etc., of the Supplier, necessary or relevant for the pursuit of supplies and pending work.

**15.5.** In case of termination of the Purchase Order, all payments received by the Supplier for non-conforming materials, equipment or services will be refunded to ATM within a maximum period of 30 days from the date of the termination, without prejudice to the other rights of the ATM in legal and contractual terms.

**15.6.** Termination will not release the Provider from its indemnification obligations or other liabilities arising from events that occurred prior to the termination.

**15.7.** The ATM reserves the right, at the time of termination, to Trigger any bank or other guarantees provided for their benefit.

**15.8.** In the event that the Supplier unilaterally terminates the Purchase Order, ATM shall be entitled to apply a penalty equivalent to the value of the unfulfilled Purchase Order, without prejudice to the right to excess damage, if it is determined.

### **16. INVALIDITY**

**16.1.** If, by judicial provision or any other reason, one or some of the points of these General Conditions of Purchase is declared null and void, the remaining points of the General Conditions of Purchase shall remain unchanged and fully valid and effective, and the null or invalid point shall be replaced by another that complies with the requirements of validity and effectiveness and of content as close as possible to the interest sought to be defended.

### **17. DISPUTE REGULATION**

**17.1.** These General Conditions of Purchase and the Purchase Order are governed in all their Aspects by the legislation in force in the legal system Portuguese.

**17.2.** For the resolution of any disputes arising from these General Conditions of Purchase and the Purchase Order, namely as regards its interpretation, application, validity, execution and compliance, the Judicial Court of the District of Lisboa has jurisdiction, with Expressed resignation from any other.