

GENERAL SALES CONDITIONS FOR EXPORT MARKETS

First Clause – Application of Conditions

1. The general conditions listed and specified below, hereinafter referred to as “CONDITIONS”, form an integral part of the contract for the international purchase and sale of products, as well as delivery conditions, hereinafter referred to as the “PRODUCT” or “ PRODUCTS ”, manufactured and marketed by OLI - SISTEMAS SANITÁRIOS, SA, also identified as “OLI ”.
2. Except for specific or exceptional cases, in which the application of these conditions is expressly changed through a written agreement signed by OLI, the conditions herein represent the exclusive conditions applied to the purchase and sale of the PRODUCT(S).
3. If one or more clauses or paragraphs of these CONDITIONS or contracts, individually considered and of which they are part, are in any way considered null, invalid or inapplicable for reasons of force majeure, the general or particular CONDITIONS shall remain valid as a whole, and the invalid conditions shall be replaced by new provisions which shall reflect, as much as possible, the original intention of the parties.
4. The conditions for International Sale of Products and Delivery Conditions shall be considered accepted by the BUYER, ultimately, with the acceptance of PRODUCT delivery.
5. All Agreements, Contracts and Orders shall only be legally binding after express written confirmation by OLI - SISTEMAS SANITÁRIOS, S.A.
6. The celebration of Exclusivity Agreements between OLI and one of its CLIENTS shall respect the General Sales Conditions designated here in the points that are not expressly regulated in the aforementioned Agreement.

Second Clause – Order, Delivery, Deadlines, Incoterms

1. The contract becomes valid when the BUYER becomes aware of OLI's written acceptance of it.

2. The order must be sent by the BUYER in the form of a written Purchase Order (fax, email or EDI) with a clear indication of the PRODUCTS ordered and their respective quantities. Unless expressly and otherwise written, the purchase quantities must respect the minimum multiples (boxes or pallets) indicated by OLI.
3. The indication of the identification codes of the PRODUCTS and the agreed commercial conditions are mandatory under penalty of not accepting claims arising from the lack of this information when registering the order by OLI.
4. After the registration of the order by OLI, a confirmation of the registration is sent to the client, with the indication of the registered PRODUCTS, quantities, prices, commercial conditions, place of delivery and estimated delivery date.
5. The delivery period starts only after the Order Confirmation is sent to the CLIENT.
6. It is the CLIENT's responsibility to verify that the order confirmation is in accordance with what the client intended. If no rectification is sent within 24 hours by the CLIENT, the order is considered to have been accepted.
7. An order that has not been confirmed in writing (fax, email or EDI) by OLI cannot, under any circumstances, be considered as having been accepted by OLI, unless it has been carried out by OLI through shipment or delivery of the PRODUCTS.
8. OLI reserves the right to not accept/confirm scheduled orders with a delivery date greater than 6 months. If, during these 6 months, a new price list enters into effect, the order shall be updated according to the new prices. The CLIENT shall be informed of this update in writing (via email). The CLIENT must inform OLI, within a maximum period of 2 days, their non-acceptance of the price update. Otherwise, it shall be considered valid and any claims associated with the price change shall not be accepted. If the CLIENT expresses its non-acceptance of the price change, the order can and should be invoiced immediately.
9. Unless otherwise expressly stated in writing, OLI reserves the right to make partial deliveries of ORDERS.
10. ORDERS are supplied in accordance with international INCOTERM rules, regulated by the International Chamber of Commerce. Unless otherwise expressly stated in writing, OLI's delivery term is FCA - Free Carrier.
11. Any change to the order requested by the CLIENT may result in a change to the indicated delivery time and/or additional costs, which shall be automatically

- accepted by the CLIENT. The changes can only be considered to have been accepted by OLI after sending a new order confirmation in writing, which shall override the previous confirmation.
12. All dates indicated for delivery purposes shall be considered as approximate dates. OLI cannot be held responsible for delays in deliveries resulting from non-compliance, unexpected or unavoidable events (e.g., strikes, cordons sanitaires, interruption or limitation of transport, among others). Such situations may cause the delivery period to change, and OLI must inform the CLIENT of such occurrences, in writing.
 13. OLI cannot be held responsible for delays in deliveries resulting from non-compliance which falls under the CLIENT's responsibility, such as: Inability to arrange the collection and transport of the goods, when this is their responsibility (INCOTERMS: EX-WORKS, FCA, FOB); Non-compliance with the Payment Terms.
 14. Failure to meet the delivery deadlines in the conditions indicated above cannot be used as a reason by the CLIENT for any claim or cancellation of the order, or for any requests for compensation, indemnities or similar refunds.
 15. The goods shall be sent to the CLIENT with shipping expenses paid for orders with a net value to be included in a contract. If the order is less than the contract value, an order and postage processing fee shall be applied.
 16. In the event it is not possible for OLI to unload the merchandise shipped at the location agreed upon with the CLIENT and that impossibility is due to reasons beyond OLI's control, all additional costs associated with transport, storage and others shall be the responsibility of the CLIENT.
 17. An order is considered delivered to the CLIENT after it has been unloaded at the CLIENT's premises, or at another location previously agreed upon in writing between the CLIENT and OLI. The signature on the Delivery Slip confirms the receipt of the goods.
 18. In situations where the Transport is carried out by a service hired by OLI, if upon unloading the CLIENT finds that the Products are not in the proper conditions, the CLIENT must register their due Reservations on the Delivery Slip. After these reservations have been registered, the CLIENT has 8 days to file a claim with OLI. At the end of this period, if there are no registered claims, it means that the Product has been accepted by the CLIENT in the conditions in which it was received.
 19. If this reservation is not made, any claims associated with damaged

PRODUCTS shall not be accepted since it has been assumed that the items were delivered in good condition.

Third Clause - Packaging

1. The products shall be supplied in standard packaging defined by OLI, which may change without prior notice to the CLIENT.
2. Information on the minimum and multiple quantities of OLI Product is indicated in the respective product catalogues available on the OLI website (www.oli-world.com).
3. The use of any packaging other than the standard shall require a written agreement and this may result in additional costs which shall be charged to the CLIENT.

Fourth Clause - Product Features - Guarantee

1. PRODUCTS manufactured by OLI are produced in accordance with applicable European standards. OLI sells to professional distributors, importers or other partners who are responsible for providing correct technical specifications to final consumers or retailers.
2. The presentation of the PRODUCTS in leaflets, on its website, App or in any promotional material from OLI - SISTEMAS SANITÁRIOS, S.A., is merely illustrative and does not necessarily represent the final aesthetic result after the installation of that specific product.
3. OLI - SISTEMAS SANITÁRIOS, SA cannot be held responsible for any defects and/or anomalies existing in the PRODUCTS which did not arise from the technical specifications, but rather resulted from the improper use of the PRODUCTS by the buyers and/or third parties who acted on their behalf. OLI shall not accept any claims or disputes related to the situations described above.
4. Claims arising from the existence of visible or hidden defects must be made in writing to OLI by the CLIENT within 60 days from the delivery date of the goods.
5. In general, the guarantee only applies to defects in products which have not

yet been installed. With regard to defects detected after the PRODUCTS have been installed, the guarantee is only effective if OLI has confirmed that the installation of the PRODUCT was carried out in accordance with the rules of best practice, or in cases where there are express indications from OLI for such an application.

6. In the event of a prolonged out-of-stock situation or discontinuation of the defective product, OLI shall supply similar products in quality and/or price, in accordance with an agreement to be established with the CLIENT.
7. Guarantees of products marketed by OLI under the OLI brand:

PRODUCT	GUARANTEE
Interior cisterns, bidet, washbasin and urinal structures	10 (ten) years
Exterior cisterns	5 (five) years
Flushing systems (taps and valves)	10 (ten) years
Electronic components, apparatuses, fast-wearing parts, rubber seals or other similar materials, flushing buttons	2 (two) years
Control plate	2 (two) years
Other OLI brand products (taps, shower bases, <i>Olifilos</i> (drainage systems), etc.)	2 (two) years
All other products	2 (two) years

8. When the guarantee period expires, all guarantee claims, in particular claims relating to goods that have been repaired or replaced during the guarantee period, are excluded.
9. All points not specified in these General Sales Conditions are automatically referred to the GUARANTEE TERMS, available on the OLI website (www.oli-world.com)

Fifth Clause – Prices, commercial conditions and payment terms

1. The sale prices of the PRODUCTS are those indicated in the OLI Export price list which is in effect on the date of the order confirmation. The CLIENT shall be entitled to a commercial discount on the list prices in accordance with the COMMERCIAL AGREEMENT defined between OLI and the CLIENT. The prices of the PRODUCTS are, unless expressly agreed otherwise, indicated in

Euros.

2. OLI reserves the right to review the sales prices defined in the Export price list annually. Changes in prices and/or product availability shall be communicated at least 30 days in advance by OLI.
3. The prices defined in the OLI export price list are net, excluding VAT, customs duties and other applicable taxes.
4. The CLIENT shall be subjected to an analysis by our finance department for the purpose of granting a credit line.
5. Unless otherwise stated, clients without a credit line shall prepay the invoice amount before the shipping of the goods or by irrevocable letter of credit.
6. Unless otherwise stated, payments from clients with a credit line shall be made via bank transfer, within 60 days of the invoice date.
7. The payment of all bank and transfer expenses is the responsibility of the CLIENT.
8. In situations of late payment, OLI may require the CLIENT to pay a contractual fine in the form of default interest, calculated as follows: The annual interest rate shall be equal to EURIBOR 12 months plus 3%. If the EURIBOR 12 month rate is negative, we would consider this rate equal to zero plus 3%. The rate calculated as mentioned above shall be applied to the amount due and calculated from the invoice's due date until the payment date.
9. Any non-compliance with payments within the terms agreed to by the CLIENT may result in the automatic suspension of pending deliveries and future orders until the delayed payments to OLI are settled.
10. The payment suspension by the CLIENT due to situations that are under analysis (claims) are not accepted and may imply the immediate suspension of scheduled supplies by OLI.
11. The CLIENT may only assign to third parties the rights and debts related to the purchase and sale agreement with OLI's prior and express written agreement.

Sixth Clause – Returns

1. Unless expressly authorised otherwise, returns of PRODUCTS sold by OLI are not permitted. Any unauthorised returns delivered to OLI's premises shall automatically not be accepted. All associated costs shall be the responsibility

- of the CLIENT.
2. The CLIENT's return request must be sent to OLI in writing. The CLIENT must indicate the products they intend to return, with identification of the OLI product code, description, quantity to be returned, respective invoice and the reason for the return. Return requests which do not comply with these requirements shall not be considered.
 3. The authorised delivery of the products to be returned must be made to our warehouse in Aveiro, the delivery being the responsibility of the CLIENT. Before proceeding to any credit of the returned goods, OLI will make an analysis of the products' sale conditions: condition of the goods, need for rework, product rotation, etc.
 4. The CLIENT shall be informed in writing (email) of the analysis carried out on the products and the calculation of the amount to be credited. The CLIENT shall have 3 (three) business days to contest the analysis. In case of refusal or disagreement, the return process may be interrupted and, if this occurs, the CLIENT shall have 10 (ten) business days to collect the material not accepted, otherwise it shall be destroyed. OLI reserves the right to apply a minimum return processing fee of 20%. This amount shall be deducted from the amount to be credited for the returned products. This fee refers to costs of reception, analysis and restocking in the warehouse.
 5. OLI reserves the right to not fully credit the returned merchandise in the following situations:
 - 5.1. Products with an invoice date greater than 90 days.
 - 5.2. Products, which on the date of the return request, are no longer part of the price list in effect.
 - 5.3. Discontinued products or products purchased under special conditions.
 - 5.4. Custom products.
 - 5.5. Low rotation products.
 - 5.6. Products that are not in the original supply condition. The packaging must be the original, intact, in perfect condition, perfectly clean and with all the original accessories included.

5.7. Products whose reason for return is errors in quantities, colour or wrong measurements and whose responsibility was that of the CLIENT.

5.8. Returns whose net value, excluding VAT, is less than €250.

Seventh Clause - Product Claims

1. In situations where there are defects involved which are not identifiable during the inspection at the time of delivery, a written notification of such defects must be provided immediately to OLI upon their discovery. Otherwise, the acquired merchandise is considered accepted regardless of such defects and any defect claims against OLI are invalid.
2. The buyer undertakes to make defective products or the defective part of the product available to OLI for a reasonable period of time, immediately after the discovery of the defect, in an unaltered state, so that the defect can be verified. However, this obligation does not relieve the buyer of the burden of proving the presence of a defect.
3. The formalisation of the claim must be made in writing with the following information:
 - ✓ item code of the product in the claim and its respective description
 - ✓ Invoice number
 - ✓ Description of the problem
 - ✓ Photos of the product showing the problem (whenever a claim is associated with a defect or malfunction of the product).
4. Provided that the merchandise has been properly stored, maintained and professionally used by the buyer, and it has been proven to be defective and the buyer has notified the defects as set out above, OLI, at its own discretion, has the right to subsequently fulfil its obligations by repairing the products or providing their spare parts free of charge.
5. If the claim is considered by OLI to be unfounded and it has involved the receipt of a Product by OLI from the CLIENT in order to analyse the problem, it shall after be made available to the CLIENT for collection at OLI's premises for 10 days after notification in writing (email). After these 10 days, the merchandise

shall be destroyed.

6. Claims for defects in the PRODUCT are subject to a time limit of one (1) year after delivery of the goods to the BUYER.
7. Any claims based on defects in the goods are subject to OLI's liability limitations.

Eighth Clause - Civil Liability

1. Unless otherwise expressly agreed, any claims by the buyer against OLI whose terms are not provided for in these CONDITIONS, the special conditions of sale or of the law are hereby excluded. These claims specifically include those resulting from defects or damage not derived from the acquired products themselves, as well as claims for profit loss, financial charges, non-contractual liabilities or reimbursement of expenses, among others.

Ninth Clause – Reservation of Ownership

1. The parties hereby agree that the sale of the PRODUCTS shall be carried out with reservation of ownership by OLI until the price agreed for the products supplied is paid in full by the CLIENT, or by third parties at their request.
2. Notwithstanding the provisions of the previous point of this clause, the risk of loss or damage to the merchandise is transferred to the CLIENT due to the Incoterm in effect in the transaction.
3. When the merchandise is sold and delivered to third parties in the context of the CLIENT's commercial activities and ownership of the merchandise has not yet been transferred, OLI's right of reservation of ownership remains valid with the third parties.
4. In the event of late payment, OLI has the right, without the need to resort to any formality or prior notice, to collect all merchandise subject to reservation of ownership and, if legally established, all credit instruments with third parties.
5. OLI reserves the right to use all legal means at its disposal to be compensated for any losses it has suffered, or shall suffer, as a result of the

CLIENT's non-compliant conduct.

Tenth Clause - Confidentiality

1. OLI and the CLIENT are responsible for maintaining strictly confidential all information that, although not public, they have or may become aware of due to the negotiation, conclusion or execution of the purchase and sale contract and its general or private sales CONDITIONS, or anything in connection to them.
2. Therefore, confidential information shall be considered to be any and all information relating to OLI or the CLIENT, obtained in writing, verbally or by other means, and which is thus considered to be confidential by any of the parties or which, not being considered as such, its disclosure to third parties may cause damage to property to either party.
3. If such information is included or reflected in documents prepared by OLI or by the CLIENT, or together, such documents shall also be considered confidential information.
4. OLI and the CLIENT shall ensure that confidential information received from the other party shall not be disclosed to third parties. This specifically includes, but is not limited to, information related to protected products or products which are in the process of being protected by intellectual property rights or industrial property rights, but have not yet been integrated into an industrial process or are commercialised PRODUCTS. Violation of these non-disclosure and reservation obligations may lead to criminal and civil proceedings.
5. The duty of confidentiality provided for in the preceding paragraphs is equally applicable to the collaborators and employees of the Parties and to subcontractors and their collaborators and employees, the Parties being jointly and severally liable for violations of this duty.
6. The obligation to maintain confidentiality shall continue even after the termination, for any reason, of any pre-contractual or contractual relationship, at least for a period of 3 (three) years.

Eleventh Clause - Data Protection

1. Within the scope of the General Sales Conditions and the negotiation and celebration of the purchase and sale contract, OLI and the CLIENT collect and process reciprocal data (namely financial, tax, electronic addresses, etc.), as the entities responsible for processing that data. The availability of data between the parties is a necessary and indispensable prerequisite for the conclusion of a purchase and sale contract, so that, if these are not provided, it shall not be possible to conclude any contract between OLI and the CLIENT. These rules apply to both corporate entities and private persons.
2. The rules that regulate the processing of data on private persons are essentially derived from the General Data Protection Regulation - GDPR - 2016/679 of the European Parliament and of the Council of 27th April 2016, on the protection and processing of personal data and the free movement of such data in Law No 58/2019 of 8th August 2019, which ensures the implementation of the GDPR by Portuguese legal order, without impeding the application of other national or European Union legislation, in terms of privacy, data protection and electronic communications, and that both OLI and the CLIENT must comply with, responsibly and in good faith.
3. The applicability of these rules shall be directed to any person involved in the purchase and sale contract, namely legal representatives, proxies, guarantors, members of governing bodies, beneficiaries, or similar persons.
4. Any personal data collected and processed in pursuit of legitimate interests may be used for pre-contractual assessment and contractual execution, considering, in particular, the assessment of credit risk and the good collection of amounts due. It may also be used to assess possible risks of money laundering and financing of terrorism and criminal activities, as well as to proceed with the appropriate mandatory communications to the administrative tax authorities, or others, based on compliance with legal regulations and responsibilities of OLI and the CLIENT.
5. On OLI's behalf, any communication or clarification in this area should be addressed to the following email address: privacy@oli-world.com.
6. On OLI's behalf, any data, personal or otherwise, may be processed by external service providers, namely, for the purposes of debt collection, IT assistance, archiving and processing of documentation, and other services, being that such companies shall ensure confidentiality and safeguard strict compliance with applicable legal regulations.

7. The purchasing CLIENT's data shall be kept for the period in which there is a legitimate interest in it, and always during the period of the commercial relationship with the CLIENT.

Twelfth Clause - Anti-Corruption Policy and Prevention of Money Laundering and Financing of Terrorism

1. Within the scope of the pre-contractual and contractual relationship, OLI complies with the rules of the International Chamber of Commerce (ICC) regarding anti-corruption policies and the rules relating to the prevention of money laundering and financing of terrorism, in addition to Community and national legal provisions in effect [see <https://iccwbo.org/publication/icc-anti-corruption-third-party-due-diligence/> and, *inter alia*, Law No 83/2017 of 18th August; and Law No 58/2020 of 31st August, which incorporates EU Directive 2018/843 of the European Parliament and of the Council of 30th May 2018].
2. OLI carries out business with Clients who also commit to compliance with such provisions and standards, which is understood to happen by the acceptance of the CONDITIONS stated herein.
3. It is strictly forbidden, under any circumstances, that the parties, their representatives, employees, collaborators, distributors, agents, accountants, lawyers, solicitors, or the like, deliver, promise, offer, accept, or authorise any pecuniary benefit or the like. Included in this scope are any individual, legal entities or elements of public entities, involved in practices of bribery, extortion or solicitation, influence peddling, money laundering resulting from corrupt practices, with the meanings attributed to them by the ICC, or also active and passive corruption, according to Portuguese legal terminology.
4. The conviction of any of the persons mentioned above for any of these practices shall result in the possibility of immediate termination of any business relationship without any right to reparation, compensation or penalty for contract termination.
5. In the specific scope of Money Laundering Prevention (MLP) and Financing of Terrorism (FT), and if requested by OLI, the CLIENT must provide, in a timely manner, personal, professional or financial information of all stakeholders in the business and their beneficiaries, as well as the appropriate official documents attesting to the information provided, in

addition to any other information provided for by law, under penalty of OLI deciding not to start the business relationship or to suspend it.

Clause Thirteen - Intellectual Property and Industrial Property

1. OLI owns the intellectual property and industrial property rights of the PRODUCTS it manufactures and sells, namely with respect to those rights contained in the Industrial Property Code, Copyright and Related Rights Code and other applicable legislation, as well as international provisions regulating the matter and, namely, as pertains to brands, patents, logos, drawings (including prototypes), models, moulds, plans, representations of parts or mechanisms, technical specifications, assembly procedures and copyrights, among others, even when these have been developed at the request of a particular CLIENT.
2. OLI is authorised to sell PRODUCTS that are not manufactured by it and which do not have intellectual and/or industrial property rights, for example, PRODUCTS from the brands Salgar, Nova Florida and Valsir.
3. The CLIENT is expressly prohibited from copying, imitating, altering, in whole or in part, any constitutive or representative element of industrial property and intellectual property of OLI PRODUCTS, its associates or the entity holding the respective intellectual or industrial property rights, namely trademarks, patents, drawings, moulds, prototypes, logos, parts, devices, mechanisms, words, symbols, colour association, or any others, without having obtained the necessary authorisation.
4. The CLIENT must request and receive in writing the necessary written authorisation from OLI if they intend to disclose or market their status as an OLI Supplier, in order to safeguard OLI's reputation and good commercial standing, as well as the management of this asset.

Fourteenth Clause - Force Majeure

1. OLI cannot be held responsible by the CLIENT for any breach of contract,

including non-delivery or delayed delivery of the PRODUCT, caused by facts that are beyond its control, such as non-delivery or delayed delivery of materials by suppliers, damage to facilities, strikes, natural disasters, legal provisions or restrictions, cordons sanitaires, states of calamity or any state of exception determined by law which interrupts or limits work, interruptions in the supply of electricity, suspension or impossibility of transport, among others.

Fifteenth Clause – REGULATION (EU) 2018/1912 - Exemptions for intra-Community transactions

1. Following the implementation in 2016 of the VAT action plan in the European Union, the European Council proposed that the European Commission approve some measures to improve and combat VAT fraud, in particular with regard to intra-Community supply of goods. These measures were established by Council Regulation (EU) 2018/1912 of 4th December 2018, which Member States had to transpose into the country's legislation by 31st December 2019. On the same date, Regulation (EU) 2018/1912 of the Council of 4th December 2018 was adopted, amending Regulation (EU) No 282/2011, concerning certain exemptions for intra-Community transactions. These measures came into effect on 1st January 2020 and are directly applicable in all Member States.
2. Under the legislation stated in the previous paragraph of this clause, OLI must have in its possession the supporting documents of export, in cases of export under Incoterms: EXW, FCA, FAS and FOB. In these cases, the buyer must provide OLI the documentation listed below with the written declaration, within ten days after the arrival of the goods:
 - a. Copy signed by the CMR of each delivery, or air waybill or landing bill (in accordance with the shipping method);
 - b. Transport declaration of goods for each invoice (see attached sample);
 - c. Invoice for transport of dispatched goods.
3. OLI reserves the right, in a situation of repeated non-compliance by the CLIENT with the legal requirements set out above, to interrupt, totally or partially, the supply of goods.

Sixteenth Clause - Applicable Law - Jurisdiction

1. Portuguese legislation is applicable to these CONDITIONS, as well as to the sales contract.
2. To settle any disputes arising from the purchase and sale contract and the sales conditions of the PRODUCTS, the court with jurisdiction is that of the registered office of OLI - Sistemas Sanitários, SA, the court of the Judicial District of Aveiro in Portugal. This condition of law and competent jurisdiction is also applied to the execution of credit instruments received by OLI as a means of payment from the Client, or at its request. However, OLI may, alternatively, file proceedings against the CLIENT at the court in the jurisdiction of its registered office or residence.