

Parker Hannifin Italy srl Sucursal em Portugal

1. General

1.1. These General Conditions of Sale apply to all Parker Hannifin Italy srl Sucursal em Portugal ("Seller") sale documents, including quotations, order confirmations and agreements for the supply of goods sold by Seller ("Goods"), software related to the Goods, whether embedded or separately downloaded ("Software"), and/or services provided by the Seller ("Services") to the customer ("Customer").

1.2. All quotations made by the Seller in whatever form are without obligation. Any quotations are given without commitment and no agreement is concluded unless and until Seller have confirmed an order in writing. Quotations shall be valid for a period of 30 (thirty) calendar days from the date of issue or (if different) the period specified in the quotation itself.

1.3. Prices, technical information and delivery times stated in brochures and in the context of a quotation are determined as precisely as possible. These details are only binding where Seller confirm them in writing.

1.4. Any agreement shall only concluded by Seller's signature to a contract or Seller's written confirmation of an order.

1.5. By the simple act of placing an order with the Seller for the supply of any Goods or any Services, the party ordering Goods or Services ("Customer") waives the application of any other terms and conditions, whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce, that he may otherwise use, so that all Seller's agreements are subject solely to the present General Conditions of Sale.

1.6. Where these General Conditions of Sale mention the Customer, this refers to the natural person or legal entity concluding one or more agreements with the Seller for the supply of Goods and/or Services by the Seller.

1.7. Unless expressly agreed otherwise in writing, neither these General Conditions of Sale nor the business transactions concluded upon their acceptance shall constitute a distribution agreement or any other continuing obligations.

1.8. The Seller is entitled to change or amend these General Conditions of Sale at any time and shall be applicable to any quotation made by the Seller after such change or amendment has been made available.

2. Contract Conclusion (Quotations and Purchase Orders)

2.1 The quotations of the Seller are subject to change; order numbers or item numbers refer to the most recent version of the Seller' documents, such as catalogues or brochures, which also provide further technical details. These documents are only approximately decisive, unless they have been expressly described as binding. No guarantee or

warranty can be assumed for strict compliance with the unit weights which are partly specified in the catalogue.

2.2 Purchase orders by the Customer are legally binding even without signature, and always require the Seller's confirmation in writing or by email or fax (including EDI, remote data transmission and machine-readable data carriers) to take legal effect. This shall apply accordingly for amendments, modifications or ancillary agreements. The issue of an invoice shall be considered as a confirmation. Cost estimates are provided without binding effect, and no agreement will be concluded before issue of a confirmation of the purchase order. Cost estimates shall be valid for a period of 30 (thirty) calendar days after the date of issue, or (otherwise) for the period indicated in the quote.

2.3 Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing. All drawings and documents shall be returned at the Seller's request, or in case of non-award of the contract without request.

2.4 If after conclusion of the contract it is recognised that the Seller's title to receive the payment of its invoice is jeopardised by the Customer's lack of service capability, in particular due to exceeding of the credit limit by the Customer, or due to unsettled invoices which are due for payment, the Seller is authorised to refuse performance until the Customer pays the relevant invoice or has provided security for such invoice. The Seller is entitled to withdraw from the agreement, by means of a written declaration, if it has set a reasonable deadline to the Customer without success for payment of the relevant invoice or for provision of a security.

3. Prices

3.1. The Buyer's attention is drawn particularly to the fact that the prices indicated by the Seller are without commitment, unless they have been marked as binding. In case of changes in market conditions, such as changes in exchange rates, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium, prices may be subject to a price increase or surcharge prior to delivery. The Buyer shall be notified in writing prior to the change. Unless the Seller has notified anything contrary to the Customer, the prices of the Goods shall exclude packaging, postal charges, freight, other shipping and handling expenses, insurance, custom duties, VAT, charges, tariffs or levies and any related interest, penalty, fine or other amount which will be payable by the Customer in addition to the prices in respect of Goods or Services, as the case may be, and which shall be shown as a separate line item on the invoice or invoiced separately. Packaging is charged at cost price. The rate of VAT valid at the time shall be shown separately in the invoice.

3.2. Unless expressly stated otherwise, quoted prices do not include costs of assembly and/or testing and/or putting into operation.

4. Payment

4.1. Payment is to be made exclusively at Seller's

establishment or branch with which the agreement was concluded.

4.2. Unless agreed otherwise in writing, invoices are to be paid net within 30 (thirty) calendar days of date of invoice, with no right of deduction or set-off.

4.3. The Seller reserves the right to require advance payment or the provision of securities for first or subsequent deliveries if there is any doubt regarding the Customer's creditworthiness or for other business reasons. If the requested advance payment is not provided and/or the securities requested are not provided to Seller's satisfaction Seller reserve the right to suspend performance of the agreement or to declare the agreement dissolved in whole or in part without the intervention of the courts and without prejudice to Seller's other rights, including the right to full compensation, without any obligation on the Seller to provide compensation of any kind.

4.4 Payment is considered as effected at the time when the Seller is able to dispose of the amount.

4.5 On the expiry of the payment period the Customer is placed in default by operation of law and Seller's claim becomes immediately due and payable. If the Customer has failed to perform any obligation towards the Seller or has failed to do so fully or on time, or if the Customer has applied for suspension of payment, has been declared bankrupt or in compulsory liquidation, or has adopted a resolution for liquidation, the Customer is in default by operation of law and all Seller claims become immediately due and payable. The Customer is liable to pay a default interest according to the legal commercial rate interests in force, as approved by Portuguese Government from the date that he is in default, without prejudice to his other obligations. All legal and extrajudicial costs, including the costs of legal assistance, are for the Customer's account.

5. Non-Assignability

The Customer's rights from the agreement must not be assigned.

6. Delivery and Delivery Date

6.1. Unless otherwise agreed upon between the parties, the applicable delivery term shall be CPT Incoterms® 2020. Seller bears the risk of loss or damage until the Goods are delivered to the first carrier at Seller's "Ship From" facility. Carriage of Goods shall be arranged by Seller to the named place of destination ("Ship To") and the freight cost and other shipping and handling expenses as referenced in clause 3.2 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Goods. Both "Ship From" and "Ship To" locations are referenced on, amongst others, the order acknowledgement issued by Seller.

6.2. Seller reserves the right to perform orders for the supply of Goods and/or Services in parts and invoice these part deliveries separately.

6.3. Delivery dates, times and schedules are without

obligation if and in as much as Seller has not expressly agreed to them as binding. In the latter case, in the event of a delay for which Seller is responsible, Seller will only be liable for the loss demonstrably suffered by the Customer up to a maximum of 50% (fifty percent) of the invoice value of the Goods or Services delivered late, unless Seller has agreed otherwise in writing.

6.4. Subject to mandatory provisions and unless the delivery term has been specifically agreed as "of essence" in the agreement with the Customer, failure to meet an agreed delivery date (for whatever reason) does not give the Customer any right of non-performance and/or right to suspend his obligations towards the Seller.

6.5. Solely as regards delivery time, Goods are deemed to have been delivered when they are ready and waiting for consignment.

7. Force Majeure

7.1. War, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, interruptions to Seller's business or Seller suppliers' businesses, strikes, lockouts, lack of basic materials, interruptions to transport, official measures and all other instances of force majeure, effecting the Seller, its suppliers and/or its carriers, release the Seller from its delivery obligations and any liability for compensation of eventual damages for the duration of the disturbance or obstacle and to the extent of its consequences. Force majeure in the meaning of General Conditions of Sale means any circumstance beyond Seller's control that permanently or temporarily hinders performance of the agreement, even where that circumstance was already foreseen when the agreement was concluded.

7.2. The Customer shall only be entitled to withdraw from the contract where the agreed delivery time exceeds the duration of a force majeure event by more than 10 weeks. Before that, the Customer is only permitted to withdraw, if Seller has informed the Customer in writing that it is not able to make the delivery. If at the end of this period the further performance of the agreement places an unreasonably onerous burden on either party, the party in question has the right to declare in writing within a period of 8 (eight) calendar days that the agreement is partially or completely dissolved without the other party being entitled to any damages.

7.3. Customer shall not be entitled to order cancelation following its issuance of a unilateral production stop not initiated by government decision.

8. Warranty

8.1. Subject to the restrictions stated in these General Conditions of Sale, Seller warrants that the Goods supplied are free from defects in material or workmanship. With regard to Services, Seller warrants only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. The warranty with regard to the Goods supplied by

the Seller expires 12 (twelve) months after delivery and the warranty with regard to Services performed expires 6 (six) months after the performance of the Services. Software is only warranted to perform in accordance with applicable specifications provided by Seller to Customer for 90 (ninety) days from the date of delivery or, when downloaded by a Customer or end-user, from the date of the initial download. Except as expressly provided in these General Conditions of Sale, Seller disclaims all other warranties, express and implied, including but not limited to design, merchantability and fitness for a particular purpose.

8.2. The warranty under clause 8.1 applies only to Customer, provided that he has met all his obligations towards the Seller. It is not extended to subsequent purchasers or other third parties.

8.3. Seller is liable under the warranty under clause 8.1 only for defects that can be shown by the Customer to have appeared during the warranty period.

8.4. Any defects must be notified in writing as quickly as possible. Defects that can be perceived externally and lack of compliance with agreed specifications must be notified in accordance with clause 11.2. Defects that cannot be perceived externally must be notified at latest before the end of the warranty period, always within 14 (fourteen) days upon detection.

8.5. Seller's only obligation under this warranty is to repair or replace the defective Good or to grant a reduction in its price. Replacement does not extend beyond sending a new item free of charge and carriage paid. Repairs are carried out at Seller's discretion either on the Customer's premises or free of charge at Seller's named facility. If the Goods delivered are determined to be defective, the costs of transport between the original place of delivery and Seller's named facility (calculated according to the cheapest consignment method) are for Seller's account.

8.6. This warranty does not apply if the delivered Goods or any part of them have been misused, improperly used, neglected or not maintained in accordance with instructions or are damaged, or if the Customer has carried out any work on the delivered Goods or has had such work carried out by a third party without Seller's express prior permission.

8.7 The Customer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The Customer must analyze all aspects of the application and follow applicable industry standards, specifications, and other technical information provided with the Goods. If Seller provides Good options based upon data or specifications provided by the Customer, the Customer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. In the event the Customer is not the end-user, Customer will ensure such end-user complies with this clause.

9. Liability

9.1. Seller's liability is expressly limited to compliance with Seller's undertakings under the above warranty provisions. All further claims on whatever grounds and to whatever effect, including claims for compensation for consequential loss or damage claims whether special, incidental, exemplary or otherwise, including, but not limited to, lost profits and lost turnover, are excluded. Specifically, Seller is not liable for costs, losses and interest payments that may arise as the direct or indirect consequence of:

(a) infringement of patents, licences or other third-party rights in consequence of the use of information provided by or on behalf of the Customer;

(b) late delivery after the delivery time, without prejudice to the provisions in clause 6.

9.2. The Customer is obliged to compensate the Seller for all costs, losses and interest payments that may arise for the Seller as the direct or indirect consequence of any legal action brought against Seller by third parties in respect of the performance of the agreement, provided that the Customer has infringed its obligations. The Customer indemnifies the Seller against any such third-party claims.

9.3. The above limitations of Seller's liability and the above indemnification obligations are also agreed in favour of our employees and other vicarious agents used by the Seller in the performance of the agreement.

10. Transfer of Risk and Transfer of Ownership

10.1. The risk of loss of or damage to any Goods shall pass to the customer in accordance with the applicable Incoterms®.

10.2. In the event of international transport of Goods it is the Customer's duty to comply with the necessary conditions, such as furnishing Seller with its national VAT registration number and/or proof of transport.

10.3. The ownership of the Goods does not pass to the Customer until the latter has met all his financial obligations towards the Seller, including those arising under any other agreements for the supply of Goods and/or Services. However, the Customer is entitled to use the Goods in the normal course of his business. He is obliged to inform the Seller without delay if third parties assert rights to Goods that are still Seller's property. Further, in the cases referred to in clause 4.5 Seller is irrevocably empowered to remove the Goods that remain Seller property from the place where they are located, or to have them removed from that place. Seller has the right either to retain the Goods in his keeping until the amount owed has been settled in full together with any interest, costs and compensation, or to sell the Goods to third parties; in the latter case the net proceeds will be deducted from the total owed by the Customer.

10.4. The reservation of title referred to in clause 10.3 extends to components or other items supplied by the Seller to the Customer or replaced on the Customer's behalf.

11. Technical Details, Inspection/Acceptance

11.1 The Customer acknowledges that the correctness of the technical information provided to the Seller by him is critically important for Seller's proper performance of the agreement. The Customer warrants the correctness of that technical information and also warrants to provide the Seller with all technical and safety instructions and other instructions that may be necessary for the proper performance of the agreement.

11.2. The Customer has the right to inspect the Goods within 7 (seven) calendar days after delivery for their compliance with the agreed specifications. In case that the Customer detects a lack of compliance with the agreed specifications, Seller will give notice of it within 14 (fourteen) calendar days.

11.3. If the agreed specifications have not been met, Seller is obliged under clause 8 to bring the Goods in question into accordance with these specifications. As soon as the Goods in accordance with the agreed specifications, the Customer is obliged to accept them and to purchase them from the Seller. If the Customer does not carry out inspections or does not give notice of complaint within the agreed period, the Goods will be delivered to the Customer and will be deemed to comply with the agreed specifications and therefore to have been accepted by the Customer.

11.4. Unless expressly agreed otherwise in writing, Seller's obligations do not involve:

- (a) the performance of the inspections or tests;
- (b) the provision of operational training courses on the components and/or systems supplied;
- (c) compliance with the safety regulations that apply within the Customer's company;
- (d) the compilation of a maintenance and replacement schedule for the components and/or systems supplied.

12. Software, Rights of Usage and Processing, Property Rights

12.1. All titles and intellectual property rights to software contained in tools, equipment and other materials developed or provided by the Seller to the Customers, as well as all titles and intellectual property rights concerning the tools, equipment or other materials developed or provided by the Seller to the Customer, including analyses, designs, documentation, reports, quotes, as well as preparatory materials in that regard, shall be held solely by the Seller, Seller's licensors and/or Seller's suppliers. The Customer shall only acquire the rights of use expressly granted in these General Conditions of Sale and the agreement. Any other or more extensive right of the customer to use or reproduce software or other materials is excluded. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.

12.2 Seller's software is not intended for private or personal use. It may only be installed and/or used by qualified

personnel who are familiar with Seller's installation and warning instructions. Seller does not warrant that the software is error-free or fault-free or fault-tolerant, or that Customer's use thereof will be secure or uninterrupted. Customer agrees and acknowledges that the software shall not be used in connection with hazardous or high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Any incorrect installation and/or usage of the software by the Customer may cause the software to malfunction and/or may cause damage to plant and/or machinery or people. Where software defects are caused by the Customer's failure to observe Seller's installation and warning instructions and/or the Customer's improper use of the software, these shall not be covered by Seller's warranty obligation. Equally Seller accepts no liability for consequential losses resulting there from. This shall apply in particular with regard to any damage suffered by the software and/or consequential damage caused to machinery, plant, other products or people by the defective software. Seller retains ownership of all software supplied to Customer hereunder and in no event shall Customer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software.

12.3. Insofar as Seller manufactures Goods based on an order from the Customer and in keeping with his instructions and guidelines and deliver these to the Customer, the Customer shall be liable to the Seller with regard to ensuring that the deliveries and Services ordered do not violate any (intellectual property) rights of any third party. In this respect the Customer shall indemnify the Seller against any such third party claims and will hold the Seller harmless for any damages and/or losses resulting there from.

12.4. Where Seller makes tools, drafts, installation suggestions or other drawings and documentation available to the Customer together with the Goods, the Customer shall only be entitled to use these items within the scope of the agreement; he shall in particular not be entitled to reproduce such items or make them available to third parties.

12.5. Unless expressly agreed upon in the agreement the Customer may not reproduce or alter the software, manuals or other materials as mentioned in 12.1 provided to him by the Seller or make them available to third parties in any way. Seller gives no warranty and accepts no liability for the software where and insofar as it has been altered or improperly installed or used by the Customer.

12.6 The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual property rights from the software, databases, equipment or materials.

13. Data Protection, Non-Disclosure, Compliance

13.1. Seller shall store and process all data relating to the Customer observing the provisions of the Portuguese data

protection rules.

13.2. Unless otherwise expressly agreed in writing, all information to which the Customer is made privy within the scope of the contractual relationship with the Seller shall be treated as confidential. The Customer warrants that it will not disclose such information to any third party without Seller's prior written consent, unless this concerns employees of the Customer that need to have access to such information, provided that such employees are bound by an identical confidentiality obligation. The Customer warrants that its employees are bound by such confidentiality obligation.

13.3. Confidentiality shall not apply to such information:

(a) of which the Customer can verifiably demonstrate that it was already aware prior to disclosure provided that the he informs the Seller immediately upon receipt of respective information;

(b) which at the time of its disclosure was already in the public domain or publicly accessible, or entered the public domain or became publicly accessible after disclosure without any violation of this agreement on the part of the Customer;

(c) that the Customer shall receive from third parties provided that this information does not form part of a non-disclosure agreement with the Seller and such third parties;

(d) the disclosure of which to third parties has been approved by the Seller in advance in writing; or

(e) the disclosure of which the Customer is obliged either under legislation or by court order or by qualified official directive.

13.4. The obligation to observe confidentiality shall continue to apply until 8 years after the contractual relationship has ended.

13.5. Customer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which Customer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S. and E.U. export control and sanctions laws ("Export Laws"). Customer agrees to indemnify, defend, and hold harmless Seller from the consequences of any violation of such provisions by Customer, its employees or agents. Customer acknowledges that it is familiar with the applicable anti-corruption laws and Export Laws, and certifies that Customer will adhere to the requirements thereof and not take any action that may cause Seller to be in violation of any such law or requirement. In particular, Customer represents and agrees that Customer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Seller. Customer further represents and

agrees that it will not receive, use, service, transfer or ship any Good from Seller in a manner or for a purpose that violates Export Laws or causes Seller to be in violation of Export Laws.

14. General Provision

If one or more provisions of the agreement with the Customer should prove not to be legally valid, the remaining provisions of the agreement will continue to apply in full. In such a case, any invalid provisions will be replaced by legally valid provisions that approximate as closely as possible to the parties' intentions and the economic result intended by them.

15. Place of Payment, Competent Courts, Applicable Law

15.1. The place at which all obligations may be performed is the location of Seller's establishment or branch with which the agreement has been concluded. Obligations regarding the performance of Services in respect of design, consultancy etc. are deemed to have been performed at the location of Seller's establishment or branch with which the agreement has been concluded if the instructions for such performance are delivered orally there and/or put in writing there.

15.2. For any dispute concerning the interpretation of these General Conditions of Sale or litigation by reason of breach of contract, the parties submit to the jurisdiction of the Courts and Tribunals of Matosinhos, without exception.

15.3. All Seller's agreements are governed by the law of Portugal. Where Portuguese law makes reference to another law, such reference shall not apply. The United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.