

CONTRACTUAL AMENDMENTS

1. The general sales conditions shall be jointly applicable with any special conditions established that do not derogate from them.
2. Any special conditions introduced shall comply with written form and receive explicit confirmation from Fiavit – Fiação da Vitória, Lda.

CONTRACT FORMATION

1. The purchase and sale contract regulated herein shall be deemed fully definitive and validly concluded when the proposer – Buyer accepts the order confirmation, such acceptance being deemed as express acceptance of all conditions stated therein.

FORCE MAJEURE AND CHANGE OF CIRCUMSTANCES

1. Delivery of goods may be wholly or partially suspended during any period in which there may be manufacturing, supply, or delivery impediments due to reasons and circumstances beyond the control of Fiavit – Fiação da Vitória, Lda. In such circumstances, Fiavit shall not be liable to the buyer for failure of delivery under previously agreed conditions.
2. A substantial and abnormal change in the circumstances underlying the conclusion of this contract shall entitle Fiavit – Fiação da Vitória, Lda to determine the modification of the essential elements thereof directly or indirectly affected by such change of circumstances, namely concerning price, delivery conditions, insurance, and transportation, or to terminate the contract, with such modification or termination being notified to the counterparty accordingly.

INSPECTION AND CLAIMS COMMUNICATION

1. It is the Buyer's obligation to conduct a thorough inspection of the goods immediately upon receipt and before using them in the production process or commercializing them.
2. Claims regarding defects in the goods shall be submitted in writing to Fiavit – Fiação da Vitória, Lda within 8 days after the date of receipt thereof.
3. The Buyer is obligated to keep the goods substantially in the condition received while they remain in their possession.
4. Fiavit – Fiação da Vitória, Lda shall assess the relevance and reasons for the claim, notably through a counter-inspection of the goods and comparison with the specifications mentioned by the buyer in the order proposal, and shall respond to it within a reasonable timeframe.

PAYMENT

1. Payment of the price shall be made under the previously agreed conditions.
2. In the absence of conditions established under the preceding paragraph, payment of the price shall be made within thirty days after delivery of the goods.
3. If the goods are delivered in installments, payment of each installment under previously and expressly agreed terms shall be a condition for the delivery of subsequent ones.
4. In case of Buyer's default in payment, Fiavit – Fiação da Vitória, Lda reserves the right to cancel remaining deliveries or demand full and advance payment thereof, plus the right to charge interest at the maximum legal rate in force at any given time until full payment is made.

OWNERSHIP RESERVATION

1. All credit sales are made with reservation of ownership of the sold goods in favor of the seller until full payment of the respective price.
2. The ownership right over the supplied materials shall only be transferred to the Buyer upon full payment of the price, and until that moment, the Buyer shall not be able to use, encumber, alienate, or move them, nor dispose of them in any way without prior authorization from Fiavit – Fiação da Vitória, Lda.

GOODS INSURANCE

1. The Buyer shall arrange an insurance contract for the goods in favor of Fiavit – Fiação da Vitória, Lda, which shall remain effective until the price of the goods is fully paid.
2. Loss or damage to the goods occurring after the transfer of risk to the Buyer does not exempt them from the obligation to pay the price.
3. The contracting party failing to comply with paragraph one of this clause undertakes to indemnify the other party for the damages resulting from such breach.

CONTRACT RESOLUTION RIGHT

1. Only a fundamental breach of the contract that unequivocally implies serious harm to the other party entitles the latter to terminate the contract.
2. In addition to other cases provided in these clauses, legislation, applicable practices, or customs, Fiavit – Fiação da Vitória, Lda may terminate the contract and cancel all deliveries related thereto in case of total or partial lack of payment, insolvency, liquidation, bankruptcy, or decrease of the buyer's guarantees.
3. The contracting party wishing to exercise the right to terminate the contract due to the other party's fault grants the former the right to demand from the latter compensation for losses and damages.

EXEMPTION

1. Fiavit – Fiação da Vitória, Lda is considered relieved from fulfilling its obligations upon the prior breach of the Buyer's obligations.

LAW AND JURISDICTION

1. Portuguese law provisions shall be subsidiarily applicable to the contract, and the competent jurisdiction for the resolution of any disputes arising therefrom shall be the Braga District Court in Portugal.

DOMICILE CONVENTION

1. The parties agree on domiciles/registered offices for the purposes of citation/judicial notification as stated on the invoice or any others communicated in writing to the counterparty within the scope of this contract.