

GENERAL CONTRACT TERMS AND CONDITIONS

Acceptance by the Client, of a proposal for the provision of services submitted by ISQ, implies full and unreserved acceptance of these General Contract Terms and Conditions, unless expressly provided otherwise by ISQ.

Provisions and services included

1. The scope of the provision that ISQ undertakes is contained in the proposal presented, which is valid for the period indicated.
2. Acceptance of the proposal shall be in writing and it shall be deemed that the legal relationship between the parties from that moment shall be governed by a bilateral contract.
3. For the purpose of the preceding paragraph, these general terms and conditions shall form an integral part of the contract.
4. Any amendment or addition to the proposal/contract shall be made by the agreement in writing of both parties.
5. The conditions of the proposal shall prevail over the general terms and conditions.
6. ISQ's civil liability is guaranteed by the insurance policy.
7. Where appropriate, samples delivered by the Client to ISQ shall be stored for a maximum period of three months, or for a shorter period, according to the nature of the sample. After this period, ISQ shall have no further liability for these samples. If the client requires the samples to be returned, it shall be liable for the handling and transport thereof.

Terms and conditions of payment

1. Payments shall be made by the due date indicated on the invoices and ISQ may suspend the provision of services whenever this does not occur.
2. ISQ may reflect in the price paid by the Client any amount arising from unjustified returns of invoices, and offset its claims, by any legal manner prescribed, or may claim the right of lien or exception and default, in the respective proportion of its overdue receivables.
3. Payment shall be made preferably by bank transfer (to the Account No. indicated on the invoice). If this is not possible, payment shall be made in cash or non-endorsable cheque, payable to ISQ.
4. The client undertakes to send the payment transfer confirmation to ISQ within 8 days.
5. The non-payment of invoices by the Client on the date that they become due, shall grant ISQ the right to charge interest at the statutory annual rate, from their due date until the date of their full payment, without prejudice to ISQ being able to terminate the contract or demand the prompt payment of the other services provided.
6. The Client does not have the right to delay the payment of the amount due to ISQ, on the basis of any dispute, claim or compensation it may have against ISQ.
7. Whenever the provision of services is of a duration of more than 1 year, ISQ may update the prices of the services in accordance with the inflation index calculated by INE, giving 30 days' written notice.
8. If the Proposal is addressed to more than one recipient, they shall all be jointly and severally liable for the full payment of the price.

GENERAL

1. ISQ is a service provider and is not obliged to obtain a result or guarantees.
2. Where the Client finds nonconformities in the services performed by ISQ, the former shall communicate it to ISQ in writing, so that the necessary corrective measures may be taken.
3. It is presumed that the Client is aware of the legal or regulatory standards to which it is subject, and in no case may ISQ be held liable for damages caused directly or indirectly by its noncompliance, and by the guidelines or instructions given by the Client.
4. ISQ shall assure professional secrecy in regard to the information obtained in the course of carrying out its activities within the scope of the contracted services, except for the communications required with the competent authorities.
5. ISQ shall not be held liable in the event of the involvement of persons outside ISQ.
6. ISQ shall not be held liable for any loss, damage or delay due to strikes, lock-outs, fire, general power failure, explosion, theft, floods, war, riots, intentional damage or any other force majeure, whose origin is beyond ISQ's control.

Suspension or Termination of the Contract

1. In the event of suspension of the contract at the request of the Client or due to noncompliance thereof without valid reason by the Client, the payment of the services provided by ISQ shall be due as well as the costs arising from the provision of the technical and human resources associated to the overall provision of the services included in the proposal/contract.
2. Without prejudice to the previous paragraph, ISQ also reserves the right to terminate the contract, where the Client fails to comply with its legal or contractual duties, in particular, in relation to the following conditions:
 - a) Delay in the payment of invoices for a period of more than 45 days;
 - b) Commencement of insolvency proceedings, insolvency prevention proceedings or legal proceedings having equivalent effect, winding-up or liquidation of the other Party or start of legal proceedings seeking the winding-up or liquidation of the same.
3. Termination shall be carried out by registered letter with acknowledgement of receipt which shall expressly indicate the causes that form the basis of the termination and the date on which it shall take effect.
4. Where the Client unilaterally terminates the contract without just cause, it shall indemnify ISQ particularly relating to: the costs and work undertaken; benefit that it could draw from such provision of services and to any actual damage or loss of profit which, in general, takes place as a result, directly or indirectly from the termination or withdrawal.

Obligations of the Client

1. The Client undertakes to interact professionally, supplying all the necessary information for the proper performance of the contracted services or services requested of it, within the maximum period specified by ISQ.

2. ISQ shall not be held liable for its performance if the Client fails to comply with the requirement prescribed in the previous paragraph.

3. The Client undertakes to:

- a) Ensure their employees are present in the work sessions and meetings, with the full cooperation of its organisation in order to comply with the time-limits laid down by ISQ;
- b) Appoint a person to liaise with ISQ for the purpose of the performance of the contract;
- c) Facilitate the cooperation of its workers;
- d) Pay the invoices on their due date and all taxes due;
- e) Endeavour to grant all the necessary access to ISQ employees to the premises where the services will be carried out and arrange for the elimination of any barriers to the provision of the services;
- f) Supply, where necessary and when requested, the human and material resources required for the performance of the services;
- g) Ensure that the necessary measures are taken for the protection and safety of working conditions, premises and installations during the provision of the services;
- h) Inform ISQ in advance of any known real or potential hazards or risks, associated with any order, samples or tests, including, for example, the presence of risks of radiation, toxic, harmful or explosive elements or materials, environmental pollution or poisons.

ISQ Employees

1. The ISQ employees who provide the services shall not enter into any employment or contractual relationship with the Client, and shall only be subject to the management powers of ISQ.
2. ISQ shall inform the Client of the identity of the employees assigned to the performance of the works prior to the commencement of the provision of the services.
3. The Client undertakes not to employ, directly or indirectly, either as a dependent worker or service provider, ISQ employees and service providers assigned to the performance of this contract, throughout its duration and for one year after its termination.

Liability

1. In addition to the mandatory insurance in accordance with the law, ISQ undertakes to maintain in force, at no additional charge to the Client, civil liability insurance with a capital of no less than € 1,000,000.00 (one million euro).
2. The liability of ISQ, including that of its employees, representatives, associated companies and suppliers, shall be limited to the terms and conditions in its civil liability policy and may in no circumstances exceed the amount paid by the Client for the Services which gave rise to the obligation to pay compensation.
3. ISQ shall not be liable for damage or loss of profits, nor for damage or losses, including, without limitation, damage for loss of objects, turnover or profits, regardless of whether or not ISQ was advised of the possibility of the occurrence of such damage, caused by events or facts relating to the failure or negligence of the Client or third party.
4. The Reports issued by ISQ shall be based on the information and samples supplied by the Client and only for its benefit, and the latter shall be responsible for acting as it sees fit on the basis of such Reports. ISQ shall not be liable towards the Client or any other third party for any actions taken or not taken on the basis of such Reports, nor for any incorrect results arising from incomplete and/or false information provided to ISQ.
5. ISQ shall not be liable for any delay in the full or partial performance of the services, as a result, directly or indirectly from any event not directly attributable to ISQ, including the failure of the Client to comply with any of its obligations.

Subcontracting and Assignment of Contractual Position

The Client hereby authorises ISQ to subcontract to third parties any of the contracted services and to assign its contractual position.

Jurisdiction

Unless otherwise provided for, the contract shall be governed by Portuguese Law and for all issues arising therefrom, Lisbon District Court shall have exclusive jurisdiction.

Domiciliation

For the purpose of notification or service, in the event of any dispute arising from the contract, both parties shall be deemed to be domiciled in the head offices indicated in the proposal or acceptance. Invoices shall be deemed to have been accepted when sent to the domicile indicated, even if they are returned by the postal services.