

1. SCOPE OF APPLICATION

- 1.1. These general terms and conditions of purchase from ECODEPUR ("Buyer") apply to the purchase of goods and the contracting of services based on orders placed by the Buyer.
- 1.2. We only recognize the supplier's general terms and conditions that are contrary to or deviate from our own if we expressly agree to their validity in writing.
- 1.3. Our general terms and conditions of purchase also apply if we accept and pay for goods supplied without reservation, even if we are aware that the supplier's terms conflict with or differ from ours.
- 1.4. These terms apply to all transactions with the Supplier.

2. ORDERS

- 2.1. Inquiries by the Buyer regarding goods, services, or supply conditions, or requests for a contract proposal, do not bind the Buyer in any way.
- 2.2. Orders, contracts, and delivery deadlines must be in writing.
- 2.3. Verbal agreements of any kind — including subsequent amendments — are only binding if confirmed by us in writing or electronically (e.g., by email).
- 2.4. Unless otherwise agreed in specific cases, we will not bear any costs or provide compensation for visits, planning, or preliminary work by the Supplier related to proposals.
- 2.5. Any changes to the terms stated in the ORDER NOTES must be communicated to ECODEPUR in writing within 3 days of receiving the Order Confirmation; otherwise, they will be considered accepted.

3. PRICES / PAYMENT TERMS

- 3.1. Agreed prices are binding.
- 3.2. Payment requires a legally valid invoice.
- 3.3. If payment processing by the Buyer is delayed due to missing or incorrect data, the payment deadline will be extended accordingly.
- 3.4. The payment term starts upon receipt of the Supplier's invoice, but not before full delivery of goods/services owed.
- 3.5. Payments do not constitute acceptance of the goods or services as contractually compliant.
- 3.6. Any changes to these terms must be communicated to ECODEPUR in writing within 3 days of receiving the Order Confirmation; otherwise, they will be considered accepted.

4. SUPPLY / QUALITY / ENVIRONMENT / INSPECTION OF GOODS AND SERVICES

- 4.1. The Supplier guarantees the goods meet the agreed specifications.
- 4.2. The Buyer shall inspect the goods after delivery with respect to identity (compliance with the goods and requirements listed in the order, delivery deadlines, and these general terms and conditions of purchase), integrity, transport damage or other visible external damage, and mandatory documentation.
- 4.3. The Buyer will promptly notify the Supplier of any incorrect or inadequate deliveries, damage, or missing/incorrect documentation.
- 4.4. The Supplier commits to optimizing its products/services using best environmental practices (e.g., low-consumption equipment, components free of hazardous substances, recyclable materials, CO₂ emission reduction, etc.).

4.5. Electromechanical Equipment

The Supplier must ensure:

- a) CE marking requirements are met;
- b) A declaration of conformity is provided;
- c) User/instruction manuals in Portuguese are included;
- d) All related documentation and specifications are provided;
- e) Environmental certification is available (if applicable);
- f) Energy labeling and performance declarations are provided;
- g) Waste management fees are paid.

4.6. Raw Materials

The Supplier must ensure:

- a) CE marking (if applicable);
- b) Declaration of conformity;
- c) Manuals in Portuguese;
- d) Environmental best practices are followed.

4.7. Personal Protective Equipment (PPE)

The Supplier must ensure:

- a) CE marking requirements are met;
- b) Manuals in Portuguese are included;
- c) All documentation and specifications are provided;
- d) Equipment with expiration must be manufactured less than 1 year prior.

4.8. Chemical Products

The Supplier guarantees:

- a) Compliance with REACH regulation;
- b) Safety Data Sheets (SDS);
- c) Technical Sheets in Portuguese;

The Buyer may decide to return the products, at no cost, if they do not comply with the relevant Regulations and Community Directives, as well as all applicable Legal Provisions

4.9. Machinery and Work Equipment

A machine is considered to be any equipment in which one of the parts moves as a result of energy obtained from an external source (electricity, fuel) or stored energy (spring, weight), intended for a specific application. This definition also includes safety components, interchangeable equipment, lifting accessories, removable mechanical transmission devices, complex installations, and quasi-machines.

The Supplier must ensure:

- a) CE marking, including brand, manufacturer address, year, and serial number;

- b) Declaration of conformity and manuals in Portuguese;
- c) Equipment is properly labeled with warnings and pictograms.

4.10. Transport Companies

The Supplier must ensure:

- a) A valid transport license according to the region;
- b) Environmental best practices;
- c) Emergency response capability (fire/spill).

4.11. Laboratories / Calibration Companies

The Supplier must ensure:

- a) Accreditation;
- b) Calibration certificates and equipment checks.

4.12. Services

The Supplier guarantees:

- a) Valid workers' compensation insurance and list of covered employees;
- b) Civil liability insurance;
- c) License (if applicable);
- d) Records of training in HSE (Hygiene, Safety, and Environment).

5. DELIVERY DATES AND DEADLINES

- 5.1. Delivery deadlines stated in orders are binding.
- 5.2. Delivery hours: Monday to Thursday, 9:00–13:00 and 14:00–18:00; Friday, 9:00–13:00 (no unloading in the afternoon).
- 5.3. Partial or early deliveries are not accepted unless agreed in writing.
- 5.4. ECODEPUR reserves the right to impose a penalty of 1% of the total supply value (minimum €250) for delays.
- 5.5. Failure to meet the delivery deadline entitles ECODEPUR to terminate the contract and claim compensation not less than 10% of the supply value.
- 5.6. The Supplier will be informed of any penalty deduction by the invoice due date.
- 5.7. If damages exceed the penalty, full compensation will be sought.
- 5.8. Unconditional acceptance of delayed goods or services does not waive the right to compensation.

6. WARRANTY

- 6.1. The Supplier warrants that goods/services meet agreed specifications and are free from defects reducing their value or intended use.
- 6.2. Defects will be reported as soon as detected under normal operating conditions. The Supplier waives the right to contest late notice.
- 6.3. We have full rights to claim compensation for defects. We shall always have the discretionary right to require the Supplier to correct the defects or to provide a replacement.
- 6.4. We expressly reserve the right to claim compensation, in particular the right to claim compensation in lieu of performance.
- 6.5. Warranty claims are valid for 24 months after delivery unless longer periods apply.

7. THIRD-PARTY PROPERTY RIGHTS

- 7.1. The Supplier guarantees that the supply and use of the goods do not infringe any third-party property rights.
- 7.2. We will inform the Supplier of any alleged infringements reported by third parties. We will not acknowledge such rights on our own initiative. In this regard, we authorize the Supplier to assume the legal and extrajudicial handling of the dispute with the third party.
- 7.3. The Supplier is obliged to immediately notify the Contracting Entity in writing if a third party asserts an existing property right or if such claims are imminent.
- 7.4. In the event of a culpable infringement of third-party property rights, the Supplier shall, at its own expense, defend against any claims brought against us by third parties for infringement of property rights based on the sale of the Supplier's goods and services. The Supplier shall indemnify us against all claims arising from the use of such property rights, to the extent that it is responsible for such use.
- 7.5. If the execution of the supply we perform is impaired by third-party property rights, the Supplier shall, at its own expense, obtain the necessary authorization or modify or replace the affected parts of the supply so that its execution no longer conflicts with any third-party industrial property rights and, at the same time, complies with the contractual agreements.

8. PRODUCT LIABILITY | INSURANCE COVERAGE

- 8.1. To the extent that the Supplier is responsible for product damage, it shall be obliged to pay compensation upon first request or to indemnify us against third-party claims for damages upon first request, if the cause falls within its sphere of control and organization and if it is personally liable to third parties.
- 8.2. In this context, the Supplier shall also be obliged to reimburse any expenses arising from or related to a product recall measure carried out by us. We will inform the Supplier — as far as possible and reasonable — about the content and scope of the recall measures to be taken and will give the Supplier the opportunity to express its opinion.
- 8.3. All other legal rights remain unaffected.

9. CONFIDENTIALITY

- 9.1. We reserve ownership and copyright over all documents provided to the Supplier in connection with the order, such as data, calculations, drawings, etc.
- 9.2. The Supplier undertakes not to disclose or make these documents accessible to third parties unless we have given the Supplier our express written consent to do so. These documents are to be used exclusively for the execution of our order.
- 9.3. The obligation to maintain confidentiality also applies after the completion of the contract. This obligation ceases only if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, and other provided documents has become public knowledge.
- 9.4. The Supplier, its contracted agents, and any subcontractors it may employ must, even after the termination of cooperation between us and the Supplier, maintain confidentiality

regarding all information they become aware of during and in connection with the performance of the service. Such information may only be used to fulfill contractual obligations. The Supplier shall ensure that any data made available to it, its contracted agents, or any subcontractors it may engage to perform the services, is handled with care for an unlimited period of time.

10. SUPPLIER EVALUATION

10.1. Continuous improvement is a core principle of ECODEPUR's quality and environmental management system.

10.2. Suppliers are evaluated after each delivery/service based on:

- a) Price
- b) Delivery capacity/deadlines
- c) Quality
- d) Technical capability
- e) After-sales support
- f) Environmental compliance

10.3. ECODEPUR also values supplier decarbonization initiatives.

10.4. Serious irregularities result in supplier complaints and annual reevaluation.

11. CODE OF ETHICS AND CONDUCT

11.1. ECODEPUR promotes principles, rules, and values outlined in its Code of Ethics and Conduct, available to subcontractors on its website.

12. FINAL PROVISIONS

12.1. These General Terms and Conditions (GTC) are available in both Portuguese and English. In case of interpretation conflicts, the Portuguese version shall prevail.