

ARPADIS IBERICA UNIPessoal, LDA. - GENERAL TERMS AND CONDITIONS OF SALE**1. Seller Identification**

These General Terms and Conditions of Sale apply to all sales carried out by: ARPADIS IBERICA UNIPessoal, LDA (hereinafter the "Seller" or "ARPADIS").

2. General Provisions

- 2.1. These Conditions govern all purchase orders, sales contracts and supplies of goods carried out by ARPADIS to professional customers (B2B), including ancillary services.
- 2.2. Unless expressly accepted in writing by ARPADIS, any general or specific terms of the Buyer that conflict with or modify these Conditions are excluded.
- 2.3. Placing an order, collecting or receiving the goods implies full acceptance of these Conditions.
- 2.4. In case of discrepancy between language versions, the Portuguese version shall prevail.

3. Orders and Confirmation

- 3.1. After order registration, ARPADIS will issue a written confirmation. If no response is received within 24 (twenty-four) hours, the order shall be deemed confirmed, except in case of manifest material error.
- 3.2. Confirmed orders may not be amended or cancelled without ARPADIS' written consent.
- 3.3. Special orders (products not regularly held in stock or dependent on a specific supplier) may not be amended or cancelled once placed with the supplier.

4. Price and Payment

- 4.1. Unless otherwise agreed in writing, goods must be paid before collection or upon delivery.
- 4.2. Orders may be subject to a minimum deposit of 40% (forty percent) of the total amount, governed by Article 442 of the Portuguese Civil Code.
- 4.3. Failure to pay, in whole or in part, renders delivery unenforceable and shall not constitute a breach by ARPADIS.

5. Delivery and Deadlines

- 5.1. Any delivery dates or lead times are estimates only. Delays not attributable to ARPADIS' willful misconduct or gross negligence do not entitle the Buyer to terminate the contract or claim compensation.
- 5.2. ARPADIS shall not be liable for delays or non-performance caused by supply-chain disruptions, shortages of raw materials, transport capacity constraints, driver shortages, port congestion or delays attributable to third-party carriers or logistics providers.
- 5.3. Delivery is made at the entrance of the indicated address (ground level). ARPADIS is not obliged to carry goods into buildings.
6. Invoicing and Interest
- 6.1. Any invoice dispute must be submitted within 7 (seven) business days of receipt.
- 6.2. In case of late payment, statutory commercial interest applies pursuant to Decree-Law No. 62/2013, plus legally applicable collection costs.

7. Warranty and Limitation of Liability

- 7.1. In B2B transactions, the warranty period is 6 months pursuant to Article 471 of the Portuguese Commercial Code, unless the manufacturer provides a different period or another term is agreed in writing.
- 7.2. Except as expressly agreed in writing, ARPADIS gives no warranty as to the

suitability of the goods for any specific use or application. The Buyer is solely responsible for determining the appropriateness of the goods for its intended use and for compliance with all applicable laws and regulations.

- 7.3. ARPADIS' total and aggregate liability for any claim arising from the supply of goods is limited to the value of the goods supplied. ARPADIS shall not be liable for indirect damages, loss of profits, production losses or consequential damages, except in cases of willful misconduct or gross negligence.

8. Buyer's Financial Situation

In the event of a material deterioration of the Buyer's financial situation, including reduced solvency, payment incidents, or a reduction or withdrawal of credit insurance coverage, ARPADIS reserves the right to require advance payment, additional guarantees, amend payment terms and/or suspend or terminate outstanding orders in accordance with applicable law, without liability.

9. Claims and Returns

- 9.1. Claims for visible transport damage must be recorded on the transport document at the time of delivery and notified to ARPADIS within 48 (forty-eight) hours.
- 9.2. Any other apparent non-conformities must be notified in writing within 8 (eight) days after delivery of the goods.
- 9.3. Returns are only accepted subject to ARPADIS' prior written authorization. Accepted returns will generate a credit note valid for 30 days, with a 20% deduction from the base value to cover administrative and handling costs.
- 9.4. Return transport shall be at the Buyer's sole cost and risk.
- 9.5. The foregoing provisions do not prejudice the Buyer's rights regarding hidden defects, which remain subject to the statutory time limits applicable to B2B transactions.

10. Partial Deliveries and Expert Analysis

- 10.1. Where goods are delivered in partial shipments, each partial delivery shall constitute a separate sale. Any defect or delay affecting one partial delivery shall not entitle the Buyer to cancel or suspend any other delivery.
- 10.2. In the event of a dispute concerning the quality or conformity of the goods, samples may be submitted to an independent laboratory jointly designated by the parties. The laboratory's analysis shall constitute qualified and prevailing evidence, without prejudice to either party's right to seek judicial remedies.

11. Retention of Title

- 11.1. ARPADIS retains title to the goods until full payment, pursuant to Article 409 of the Portuguese Civil Code.

12. Data Protection (GDPR)

- 12.1. Collected data is intended exclusively for the management of the contractual relationship and legal obligations. The Buyer guarantees it has the legitimacy to share its employees' contact data with ARPADIS for this purpose.

13. Governing Law and Jurisdiction

- 13.1. These Conditions are governed by Portuguese Law. The courts of West Lisbon shall have exclusive jurisdiction for any disputes, to the exclusion of any other.