



ALEXANDRA MOURA

TERMS & CONDITIONS OF SALE - ALEXANDRA MOURA E ASSOCIADOS LDA

“The Seller” shall mean Alexandra Moura “The Buyer” shall mean the person buying Goods.

“The Goods” shall mean the goods to be supplied by the Seller to the Buyer under the contract of which these conditions form part.

1/ The present terms and conditions of sale are applicable to all offers, sales and deliveries made by the seller. By placing an order with the seller the buyer accepts the present terms and conditions of sale.

To enable us to process your order, you are invited to make a deposit payment.

If the deposit is not made within a reasonable amount of time - within 7 days after confirmation date - the order will not be valid and will not be processed. Other conditions from the buyer, even those indicated in the buyers order forms or other documents will be considered void unless they have been accepted by the seller in writing.

In no circumstances can the silence of the seller be interpreted as acceptance of other conditions.

Confirmation of your order will be taken as proof of your acceptance of these conditions of sale.

2/ Proposals, catalogues and price lists of the seller do not constitute a bid and are not binding. In case circumstances affecting the sale price change, the seller is entitled to adapt sales prices accordingly.

Descriptions and reproductions of goods in catalogues, magazines or other documents or at exhibitions or shows are only indicative and do not bind the seller to supply exactly the same models. Reasonable differences between the exhibited or reproduced models and the goods sold are accepted by the buyer without any damages, discount or the right to cancel the sale.

3/ Each order, when placed- that is by completing, signing and handing over the order form- irrevocably binds the buyer and represents a promise to purchase the said goods. The seller also reserves the right to refuse a buyer’s offer. Finally the seller also reserves the right to accept orders only partially.

4/ The seller’s delivery periods are approximate and indicative. By “delivery period” it is understood the period within which the goods leave the seller’s warehouses or workshops, and therefore do not indicate the period within which the goods should have reached the buyer. Delays in deliveries do not entitle the buyer to damages, unless explicitly agreed upon and accepted by the seller and can, in no case, be considered cause for rupture of the contract or refusal to accept the goods. The seller reserves the right to supply the goods in different lots, to be determined by the seller. Hazard and force majeure entitle the seller to cancel his obligations in whole or in part or to suspend execution of a particular order without any indemnification or notice. Events that involving the seller or his subcontractors or is caused by his suppliers and that hinders the execution of the contract or renders it impossible are to be considered within the framework of the present agreement as case of force majeure.

5/ The goods are always transported “EX-WORKS” of the seller. In case the buyer does not provide shipping instructions in a timely manner, the seller reserves the right to invoice the goods as soon as these become available for delivery. Different shipping options are available to the buyer. However, in the event that the buyer does not indicate any preference with regards to shipping, the seller will automatically select the best available shipping solution for the buyer with one of its preferred shipping partners. The seller will not be held responsible nor be liable for any matters concerning tracking, custom clearing and insurance.

6/ Deliveries should be checked for conformity by the buyer immediately upon receipt of the goods. In case of apparent defects the buyer shall inform the seller immediately. The buyer shall have no claim against the seller in respect of defects in the Goods unless such defects are notified to the seller in writing within 14 days after the date of delivery of the Goods. In any case, every returned item’s must be subject to the department’s prior

approval, and shall not be accepted unless explicitly agreed upon in writing by the seller. Within 10 days of the seller's approval, the goods will then be returned in good condition and free of charge.

7/ The seller's obligation of guarantee concerning defective goods shall in any case be limited to the replacement of the defective goods by goods in a good condition or, at the seller's option, by credit note of the paid price of the defective goods. The seller shall have no liability in respect of any defects in any goods, which have undergone any process after delivery. The seller shall have no obligation to pay any other compensation as a result of direct or indirect damage and the buyer guarantees the seller against any claim possibly made by third parties in this respect.

8/ An order will only be able to be cancelled by the buyer provided express consent in writing of the seller.

Should an order be cancelled, the buyer agrees to forfeit any deposit payments, which may have been made as a cancellation fee.

9/ All invoices are payable immediately in EUR (€) at the seller's registered office or into a bank account specified by the seller.

10/ Unless explicitly agreed upon in writing, invoices (full payment or the balance payment) are payable at the time of delivery and pre-shipment of the goods. The seller reserves the right to postpone delivery should the buyer not comply with his payment obligations, even if they concern previous deliveries. Further the seller is released from all and any obligations as long as due payments have not been honored.

11/ The seller reserves the right to demand guarantees of the payment and/or advance payments. Further, the seller can require additional guarantees (e.g. letters of credit, bank guarantees, payment upon delivery, payment in advance) should the creditworthiness of the buyer be deemed suboptimal, according to data provided to him by the buyer's credit-insurance company or by information from a third party. All costs associated with the buyer's efforts to provide additional financial guarantees are to be borne by the buyer.

This will alter neither the place of payment nor the conditions of this contract. Further execution of the contract can be suspended as long as the required additional guarantees have not been provided.

Moreover, the seller is entitled, should the said guarantees and/or advance payments not be provided within a reasonable period of time, which may not exceed 30 days, to consider the contract to be unilaterally broken at the expense of the buyer and to charge and indemnity as indicated in article 8.

12/ Without prejudice to the risk of the buyer with regards to the goods, the sold goods remain the seller's property until complete payment of the invoices to which they refer. Ownership is thus transferred only upon full payment of the merchandise. During the duration of the reservation of ownership, the risk and the preservation of the goods are transferred to the buyer, and this as soon as the goods leave the sellers workshops or warehouses. The buyer undertakes to maintain the goods in such a way that they cannot be confused with other goods and that they can be recognized as the seller's property. In the event of bankruptcy compulsory composition, cessation of payments, request for postponement of payment- whether this request is formulated through the courts or unofficially - the seller can exercise a right of retention on the sold goods and this until the complete payment of the outstanding invoices. It is explicitly agreed that the entirety of the seller's deliveries will constitute global security upon which the seller may exercise a right of retention until all due invoices are paid in full.

13/ The buyer is not entitled to set off any debt owned by the seller to him against his own obligations of payment

14/ The seller's liability is for any reason and under any circumstances absolutely limited to the amount indicated in the relevant invoices. The seller is released from all and any liability unless legal proceedings are undertaken against him within six months after delivery.

15/ The contract of which these conditions form part shall be governed by and construed in accordance with the Law of Portugal. Should there be a dispute of any nature whatsoever, only the courts of Portugal have jurisdiction. All costs related to the collection through the courts, including honoraria, will be recovered from the buyer.