

General Sales Conditions (GSC)



1. Definitions

Company: FUCHS LUBRIFICANTES, Unip. Lda., with registered office at Zona Industrial Maia 1, Sector VII, Trav. Eng. Nobre da Costa, 4470-435 Moreira - Maia (Portugal); Tax ID No. 501941320 (hereinafter also known as FUCHS).

Purchaser / customer: The natural or legal person having a business relationship with FUCHS, purchasing or enquiring about its products or services.

Order confirmation: The acceptance of the Customer's order, issued by FUCHS by the usual means.

Products and Services: The object of the business relationship between FUCHS and its customers, in the scope of its business operations.

These General Sales Conditions (GSC) govern the commercial transactions between FUCHS and the customer and enter into force on the date of receipt by FUCHS of the order placed by the customer, confirming acceptance of the terms of these GSC, unless otherwise expressly indicated in this document.

2. Supply conditions

- 2.1. No term or condition contained in the Customer's purchase order may revoke these terms and conditions of sale, unless specifically agreed by FUCHS when confirming the order.
- 2.2. The delivery of the product will be made in packaging previously communicated to the customer and delivered to its premises under CIF conditions according to the latest INCOTERMS 2020 review, unless otherwise agreed in writing between FUCHS and the customer.
- 2.3. Once the products are delivered to the customer's premises, the customer shall be fully responsible for the same.
- 2.4. The unloading operations of the products in tanks at the customer's premises will be his under his responsibility. Notwithstanding the foregoing, FUCHS shall pay the costs of waiting at the customer's premises for up to a maximum of three hours.
- 2.5. The delivery dates indicated in the order confirmation shall be considered as approximate.
- 2.6. It is the customer's responsibility to have the suitable storage capacity available to receive the quantity of the product ordered. The damages caused to FUCHS or to third parties as a result of not having the available storage at the time of delivery shall be borne by the customer.
- 2.7. In the event of receipt of damaged packages, the customer shall clearly state that situation on the delivery note. If not, FUCHS will not be held liable for later claims.
- 2.8. The customer must not, directly, or indirectly, sell or re-export products (including technical support or services related to such products, "Services") to/ for use in in Russia, Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine. In case of violation, FUCHS is entitled (i) to terminate the entire or parts of the business relationship with the customer with immediate effect, (ii) to stop any deliveries of products (including rendering of Services) with immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

3. Packaging and Waste Treatment

The packaging in which the product is supplied shall become the property of the customer as soon as FUCHS has received payment in full of the product in accordance with the provisions of clauses 6 and 7 below.

However, in the event of products supplied in containers (containers with a unit capacity of more than 500 litres), FUCHS shall retain ownership of the packaging / container, and the container(s) must be returned to FUCHS as soon as they are empty.

The customer is obliged to inform FUCHS that the container is available for collection. This return must occur within 1 year of delivery to the customer's premises, except for any exceptions duly reported by the customer to FUCHS and approved by the latter. After this period, FUCHS will debit the customer the value of € 80 (eighty euros) for each container not returned. This price is hereby approved by the customer.

Notwithstanding the foregoing, and once the packaging is delivered to the customer's premises, the customer will be fully responsible for the same and, in particular, for their correct management in accordance with applicable regulatory standards, especially those in the fields of safety, environment and treatment of waste.

4. Quantity

The product quantity ordered in bulk shall be considered as approximate. The quantity actually delivered will be recorded on the delivery note. The actual amount delivered will try to be adjusted to the amount ordered.

The deliveries may be partial deliveries until the amount ordered is completed.

5. Product Quality

The Customer is perfectly acquainted with the characteristics and specifications of the FUCHS products ordered. FUCHS may not be held responsible for the deterioration of the product or for damage arising from its handling or storage on the Customer's premises.

In any case, and in general, claims relating to possible quantity and/or quality problems of the products shall be submitted within 15 business days of its delivery.

6. Returns

No return of goods shall be allowed unless the product stated on the order does not match the product delivered, pursuant to the terms and GSC.

Notwithstanding the provisions of the foregoing paragraph, before it is completed, no returns will be accepted more than 6 months after the date of delivery to the customer's premises.

In the case of returns accepted (for reasons attributable to FUCHS) of products supplied and delivered more than three months and less than six months previously, the customer will be credited 50% of the invoiced value, and if the delivery period has been less than 3 months, the amount credited will be 100% of the amount invoiced for that product, provided that the delivery has been paid in full and the product/packaging supplied is in good condition.

In the event of an error by the customer in its order and according to the aforementioned, the transportation cost (round-trip), which will have a minimum value of € 50 (fifty euros) + VAT, will be deducted from the credit to be made, as well as, if applicable, the charges for repackaging the product, all without prejudice to the right of FUCHS to claim compensation for the damages and losses caused.

7. Prices

In general, the price of the products supplied is communicated by FUCHS to the customer prior to the purchase order; in the absence of such indication, the price stated in the general price table in force at that time shall apply. VAT or any other duty or tax applicable at the moment of invoicing shall be added to the said amount, in accordance with current legislation.

Once the order has been confirmed and if there is a substantial change to the cost or tax rate payable on the products to be supplied, FUCHS will inform the customer about the corresponding increase and the new price of the products.

These new prices shall apply, unless the customer rejects them in writing within four business days of the date of their communication by FUCHS. In the event of non-acceptance of the prices by the customer, the order will be cancelled without FUCHS being imputed any liability or charges.

8. Special Taxes

The products supplied by the company are not intended for use as motor or heating fuel.

In actual and specific situations, the customer may request exemption from the ISP tax from the competent Customs authority.

9. Implementation of Decree-Law 153/2003, 11/07

FUCHS is registered in the Integrated Waste Oils Management System (SIGOU), having transferred responsibility for the management of waste oils to SOGILUB. The cost of waste oils management is duly identified on the invoice and applied to the products liable to pay such in accordance with the legislation in force.

10. Payment Terms and Conditions

Products supplied will be paid by bank transfer sent to one of the bank accounts identified by FUCHS or by other form of payment sporadically agreed between the parties.

The bank charges that FUCHS has to pay due to the return of cheques or bank direct debits or other charges for which the customer is directly responsible will be charged to the customer.

Non-payment by the customer without any situation of force majeure being claimed by the customer and approved by FUCHS, implies:

- a) the payment by the customer of interest for late payment, calculated according to law and at the legal rate in force at the time;
- b) FUCHS may delay the performance of orders in its portfolio or even suspend supplies without prior notice to the customer, and no costs or damages may be imputed to FUCHS for taking such action;
- c) FUCHS may cancel sales and the granting of credit to the customer without prior notice;
- d) the transfer of ownership of the products supplied and delivered to the customer only occurs on the payment in full of the agreed price to FUCHS.

11. Registered Trade Marks and Product Names

The trademarks and names of the products as well as the models of some packaging are registered and owned by FUCHS and protected by the law of Industrial Property.

12. Data Protection

The personal data of the customer of FUCHS will be processed as it is necessary for the invoicing of goods and services, signing and performance of contracts, compliance with legal obligations imposed on FUCHS, the pursuit of the legitimate interests of FUCHS or because such processing has been agreed.

The personal data provided by the customer will be processed and stored on paper or computer media, both of which have controlled and limited access. The data are intended to be used by FUCHS for: marketing and sales, customer management, supply of goods and services, accounting, tax and administrative management, litigation management, fraud detection, revenue protection and auditing, network and systems management, control of information security and of physical security, and compliance with legal obligations.

Since FUCHS and the companies belonging to the same economic group operate in several countries, the personal information may circulate between these countries and entities. All these countries and entities are governed by these provisions and by confidentiality and data transfer agreements.

The processing of data for marketing and sales purposes will be done according to the consent option declared by the customer. Consent must be prior, free, informed, specific and unambiguous, expressed in a written statement or through the validation of an option. The customer may object to the processing of its data for marketing and sales purposes at any time.

Personal data are kept for different periods of time, depending on the intended purpose and taking into account legal criteria, the necessity and minimisation of the storage time.

FUCHS may use subcontractors for the processing of personal data, such as for customer management, service provision, billing and litigation management, and these entities are obliged to develop appropriate technical and organisational measures to protect the data and ensure the protection of the rights of the data subject. In certain circumstances, certain personal data may have to be reported to the public authority, such as tax authorities, courts and security forces.

The customer is guaranteed the right of access, rectification, objection, erasure, restriction and portability of their personal data. The exercise of the rights can be requested by written request sent to compliance@fuchs.com or to the address of FUCHS indicated above. For more information, see our data privacy policy at www.fuchs.com/pt.

These provisions of Clause 12 may be unilaterally amended at any time by FUCHS. FUCHS undertakes to inform the customer of any amendment, as soon as possible.

13. Force Majeure

FUCHS will not be responsible for the failure to comply with the obligations contracted in its commercial relationship when this is due to situations of force majeure.

14. Jurisdiction

The courts of the District of Maia will have sole jurisdiction in the event of dispute.

On the other hand, and if applicable, FUCHS has joined in full the "national centre for information and arbitration of consumer disputes (CNIACC)", whose contact is: NATIONAL CENTRE FOR INFORMATION AND ARBITRATION OF CONSUMER DISPUTES Faculdade de Direito da Universidade Nova de Lisboa Campus de Campolide □ 1099-032 Lisboa Telephone: 21 384 7484 (from 15:00 to 17:00) E-mail: cniaacc@fd.unl.pt Website: <http://www.arbitragemdeconsumo.org/> <https://www.facebook.com/cniaacc>.