

GENERAL CONDITIONS OF SERVICES

1. General

Unless otherwise agreed in writing, all offers or services and all resulting contractual relationships(s) between Supercargo-Superintendência e Comércio Alimentar, Lda (hereinafter called "**Company**") and persons or entities (private, public or governmental) (hereinafter called "**Client**") issuing instructions, shall be governed by these general conditions of services.

2. Provision of services

The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- a) the terms of any standard order form or standard specifications sheet of the Company; and/or
- b) any relevant trade custom, usage or practice; and/or
- c) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at time of the third party's intervention and to forward the results, or confirm the occurrence of the intervention.

The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes Company to disclose all information necessary for such performance to the agent or subcontractor.

3. Obligations of Client

The Client will:

- a) ensure that sufficient information, instructions and documents are given in due time to enable the required services to be performed;
- b) procure all necessary access for the Company's representatives to the premises where the services are to be performed;
- c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services;
- e) inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order of samples or testing;

- f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

Fees not established between the Company and Client at time the order is placed shall be at the Company's standard rates (which are subject to change).

Unless a different period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date. All fees due to the Company failing this payment period will become due at a rate of 1,5% per month

Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- a) Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- b) Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.

Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Report of Findings.

The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control.

The liability of the Company in respect of any claim for loss, damage or expenses of any nature and howsoever arising shall in no circumstances exceed a total aggregated sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or 20.000,00 €, whichever is the lesser.

In the event of any claim, Client must give written notice to the Company within 10 days of discovery of the facts alleged to justify such claim, but at the latest within 4 weeks after termination of the service, in default of which any claim shall become void.

Client shall guarantee, hold harmless and indemnify the Company (and its officers, employees, agents or subcontractors) against all claims by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance, of any services.

7. Governing Law and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationships hereunder shall be governed by the Portuguese Law exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce.

8. Language

These General Conditions have been drafted in English and may be translated into other languages.

In the event of any discrepancy, the English version shall prevail