Preliminary note
The following general terms and conditions of sale are applicable in full, unless specific terms and conditions that derogate from them are agreed in writing by the parties.

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O FELIZ
PAINEL

General Conditions of Sale

1. Object and scope of application
The purpose of these terms and conditions is to define the general terms and conditions of sale established between O FELIZ Painel and the Customer, from the moment the product is ordered, which is the object of sale by O FELIZ Painel, to the payment method and delivery conditions.

2. Proposals
O FELIZ Painel reserves the right to change the prices stated in the proposal, without the need for any prior notice to the Customer. The proposals presented by O FELIZ Painel are valid for the period stated therein. Once said period has elapsed, such proposals will only be binding on O FELIZ Painel upon their express acceptance and always subject to price updates.

3. Orders
The return of the proposal by the Customer, under the terms referred to above, shall in no way bind O FELIZ Painel, if the credit limits or payment terms established for the Customer who has entered into a previous contract with the same have been exceeded, thus requiring express acceptance thereof.
The cancellation of an order by the Customer, which is already in the manufacturing phase, obliges the Customer to compensate O FELIZ Painel for the cost of the work already performed and other losses suffered and caused by the cancellation of the same.
FELIZ Painel reserves the right not to accept new orders, if the Customer still has products at O FELIZ Painel's facilities to be collected.
Customer orders awarded without specifying the specific measurements of each panel are subject to possible price review at the time the Customer indicates said measurements. Material (sheet metal in coils) is not reserved for panel production.
Different orders may present variations in tone for the same RAL, therefore we only guarantee the same tone for the same order.
Exclusions to the tone guarantee: material replacements; different/phased orders; different/phased production; assembly of the sandwich panel at different heights; considering all tolerances originating from our suppliers.

4. Delivery Deadlines
Any delay in the delivery of the product may not, under any circumstances, be invoked as a reason for cancellation or refusal of the order by the Customer and does not entitle the Customer to any compensation, unless expressly agreed otherwise.
In cases of force majeure, O FELIZ Painel may not, under any circumstances, be held liable to the Customer for failure to deliver the product on time, and no compensation may be demanded, with the deadlines being extended by the initially agreed period, starting from the moment the cause that prevented the timely delivery of the product by O FELIZ Painel ceases.
The delivery deadlines indicated in the Proposals are estimates based on the production and logistics capacity on the date of their issuance, and may be subject to a tolerance of up to 5 (five) business days beyond the initially agreed period.
This tolerance is intended to accommodate any unforeseen circumstances in the production process, including, among others, stock shortages of raw materials, supplier delays, equipment breakdowns, sudden absence of personnel allocated to production, strikes, third-party logistical disruptions or adverse weather conditions or other factors beyond the control of O FELIZ Painel.
This tolerance margin cannot be invoked by the Customer as a basis for cancellation, refusal of the order or request for compensation.

5. Shipping
The Customer must collect the products from O FELIZ Painel's facilities within 30 days from the date they are available for delivery or, if applicable, provide instructions for their delivery within that period. After this period, O FELIZ Painel reserves the right to deliver them to the Customer's Headquarters or invoice the products, with the Customer being responsible for the invoiced products that are located on the premises of O FELIZ Painel. If the Customer does not collect the products within 30 days, O FELIZ Painel reserves the right to update the prices of the same, in accordance with the prices in force at the time. In the case of products destined for third countries and invoiced under article 6 of DL no. 198/90, at the customer's request, the Customer is obliged to send O FELIZ Painel the certificate proving the export, within the period stipulated by law. After this period, O FELIZ Painel has the right to charge the customer any VAT due. If the Customer does not collect the products ordered within the aforementioned period of 15 days, O FELIZ Painel may charge the Customer the respective storage costs and other expenses that the delay in collecting the order may give rise to. After the 15-day period granted to the Customer to collect the products has elapsed, any deterioration or damage that occurs to them will be the sole and exclusive responsibility of the Customer, with O FELIZ Painel not being responsible for defects in the products or damage caused to them after that date.

6. Transportation, Unloading and Storage
If there is a need to store the products, this should be done for short periods, in a dry, covered and ventilated place, and in a way that avoids contact with the floor, on a platform. The products should be stored at an angle to allow the drainage of any moisture, leaving spaces between the products for aeration.
To guarantee the aesthetic integrity of the panels, it is essential that these surfaces, during the manufacturing, mobilization, transportation and assembly phases, are protected with an adhesive polyethylene film, which the buyer must remove before assembly and, as a last resort, within 8 (eight) days from the date of delivery of the Products.
If the Purchaser does not remove the film within the terms mentioned above, phenomena of excessive adhesion, difficulty in removal and, eventually, unforeseen interactions with the underlying organic coating may occur, with a consequent reduction in the quality and aesthetics of the products, for which O FELIZ Painel will not be responsible.
The Purchaser who requests or accepts the supply of pre-lacquered sheets or panels without this type of protection assumes all responsibility and in fact removes the liability of O FELIZ Painel for any damage and/or imperfection that may occur on the surface of the panels.

7. Tolerances
The Customer accepts the tolerances presented in the latest editions of the product catalogs and/or technical data sheets. In case of omission, the tolerances expressed in standard NP EN 14509:2016 — Self-supporting, insulating sandwich panels with double metal face must be considered.

8. Warranties
The warranty is valid for 12 (twelve) months from the delivery of the products. O FELIZ Painel guarantees the buyer that the products comply with the specifications presented in Catalogs, Product Technical Data Sheets and Performance Declarations, as well as the absence of defects in materials and manufacturing of the products, in accordance with the characteristics and tolerances defined in standard NP EN 14509:2016.
The warranty is only valid for panels installed in normal exhibition areas. The warranty will not be valid if the location of application of the supplied panel is considered an environmentally aggressive or severe environment. In this case, the warranty must be previously agreed upon, in writing, after presentation and analysis of a dossier describing the exact location of the work, the distance from the sea, the date of assembly and the local risks of pollution.
For roof panels, the warranty is only valid for panels applied with slopes greater than 5% (without a socle configuration) or with slopes greater than 7% (with socle configurations). The product warranty is only valid for production defects. This warranty ceases immediately if the products are improperly used, handled, stored or applied. The warranty only applies if the assembly requirements and recommendations established by O FELIZ Painel are met and verified. In no case may O FELIZ Painel's liability exceed the liability that it may assign to its suppliers. The warranty granted by O FELIZ Painel is limited to the replacement of products recognized as defective in the conditions in which they were sold, and O FELIZ Painel shall not be entitled to any type of compensation to the Customer or any third party. The Customer may not, under any circumstances, demand any compensation from O FELIZ Painel as an alternative to repairing or replacing the products.
The following are excluded from this warranty: damage caused during transportation, storage, handling and assembly, damage caused by smoke, gases, saltpeter or other chemical agents near the place where the panel is to be applied, damage caused by the use of inappropriate cleaning products, damage resulting from environmental variations, the amount of salt and other particles in the air and humidity, and damage caused by fire or explosion. All cut surfaces of the panel or where there is exposure of unlacquered sheet metal are also excluded from this warranty, as are areas with polyurethane foam exposed to natural elements. All cuts made in the panel during the assembly phase and which must be protected by means of organic coatings on their edges are also excluded from the warranty.

9. Complaints
When delivering the panel to the Customer or collecting it from the premises of O FELIZ Painel, it is the Customer's responsibility to check the condition of the products, and, in addition to mentioning on the Delivery Note itself and informing the driver of any apparent defects, they must submit a complaint by email to qualidade@ofelizpainel.com, within a period of no more than 2 days from the date of delivery or collection. If the Customer does not say anything within this period, it will be considered that they have accepted the product as being in perfect condition and free from any defect or anomaly and as having no apparent defects, only retaining the right to report any non-apparent manufacturing defects that may be found in them. In the event that the products present manufacturing defects that are not apparent within the warranty period, the Customer must notify O FELIZ Painel within a maximum period of 30 days from the date of discovery of the defect, by email to qualidade@ofelizpainel.com, and O FELIZ Painel must analyze the cause that gave rise to it and, if applicable, take appropriate action to restore the product's conformity, by means of repair or replacement. Any return of the product will only be accepted with prior agreement from O FELIZ Painel and always made in writing. O FELIZ Painel does not accept any claims for visible damage to products stored in its facilities due to failure to collect them by the Customer.

10. Payment
The payment terms are those stated in the Proposal accepted by the Customer. O FELIZ Painel reserves the right to require, upon acceptance of the order, payment in cash, post-dated check, bank guarantee or any other means it deems necessary to guarantee payment.

11. Retention of Title
Even after delivery, and without prejudice to the transfer of risk to the Customer, the products remain the property of O FELIZ Painel until full payment of the respective price, as well as any related amounts that, under legal or contractual terms, must be borne by the Customer.

12. Force Majeure
O FELIZ Painel is not responsible for any delays in the delivery of products or for any other non-conformities due to force majeure situations.
Force majeure situations are considered to be all events or circumstances beyond the control of O FELIZ Painel, to the extent that it was unable to prevent their occurrence or anticipate their effects, which temporarily or permanently prevent or make more onerous the fulfilment of its contractual obligations, such as violent storms, cyclones, floods, earthquakes and other natural disasters, civil war, declared or not, revolution, insurrection, riots, acts of sabotage, pandemics, mobilization, requisition, embargo, fires and explosions, general lack of supply or delays in delivery by O FELIZ Painel's suppliers, restrictions on the use of energy, workplace accidents or labour disputes that extend to the whole of Portuguese territory.

13. Disputes
These general terms and conditions of sale are governed by Portuguese law. To settle any dispute that may arise regarding the interpretation, execution, validity or invalidity, compliance or non-compliance of these general and specific sales conditions, it is hereby expressly agreed that the District Court of Braga will have territorial jurisdiction, a jurisdiction that the parties recognize as competent, expressly waiving any other.