

GENERAL TERMS OF SALE

In all situations not provided for herein, CEPAC's General Terms of Sale shall be assumed to apply, which terms shall be made available by Prado – Cartolinas da Lousã, SA whenever requested. These General Terms and the CEPAC General Terms shall prevail over any market practices or agreements not made in writing and shall apply to all orders, instructions and deliveries relating to the sale of products.

I – TRANSPORTATION AND ORDERING

1. Specific quotations shall be valid, for the purposes of ordering, for a period of 30 days as from the date of issue and shall be subject to review after receipt and analysis of the originals and other elements needed for the execution of products; the client shall be notified of any review of the same deriving from the nature of the products or fortuitous circumstances. Quoted prices do not include taxes and duties payable.
2. If the order presented by the client does not contain all the information necessary, Prado – Cartolinas da Lousã, SA shall forward its order form, indicating the details to be completed by the client.
3. Special requirements, relating to the nature of the product or its intended purpose, shall be indicated on the order note or request for quotation. Any other changes which the clients wish to make to the product and/or tests approved constitutes a change to the initial order and shall be invoiced as such.
4. Given the manufacturing processes and the nature of Prado – Cartolinas da Lousã, SA's business, the minimum orders for supply shall be 1 pallet of the same product.
5. Sale's conditions of Prado – Cartolinas da Lousã, SA are ex-work. Other conditions can only be practiced by specific and written agreement.
6. Unless otherwise indicated on the client's order note, Prado – Cartolinas da Lousã, SA shall dispatch goods during the periods agreed, as soon as they are available, in accordance with the terms of transport agreed.
7. The expected delivery dates for each order shall be confirmed in writing within 3 (three) business days of receipt of the order by fax, email or other written document, taking the client's requested delivery dates into account, and complying with the same whenever possible. If not confirmed, the quotation shall remain in force, until confirmed in writing; quotations shall not be deemed tacitly confirmed under any circumstances.

8. On the express request of the client, Prado – Cartolinas da Lousã, SA may extend the delivery of an order by one month, reserving the right, on expiration of this additional period:
 - 8.a) For orders of products in the product range and of a quantity less than 3000 Kg (three thousand kilograms), to terminate the duty to supply, a new order being required from the client;
 - 8.b) For larger quantities (of products in the product range) and/or, regardless of quantity, products manufactured specifically for the client, dispatch and collect the price due on the client's normal terms, any other cost being borne by the client.
9. The packaging considered in the Price List is the product on pallets, as per the Special Terms of Sale of products. Special agreement with the client is required for any other type of packaging.
10. Clients are entitled to samples for review. Prado – Cartolinas da Lousã, SA shall not be held liable for any error or omission in the final product if the product is made in accordance with the samples checked and approved by the client.
11. For the purposes of the liability of Prado – Cartolinas da Lousã, SA, the defects usually tolerated in this industrial sector in products of the same type shall not constitute relevant defects, the tolerances with respect to weight, precision, grammage, thickness and sizes stated in the CEPAC General Terms shall apply.
12. Any agreement differing from these general terms shall be made in writing.

II – PRICE LIST

1. The document indicating the codes, description and price of each product. The price is the sales value and includes the product duly wrapped and operational.
2. Prado – Cartolinas da Lousã, SA's price lists refer to goods ex-works, at the Lousã mill.
3. Prado – Cartolinas da Lousã, SA may alter its price list, namely to adjust it to market conditions and the costs of raw materials and other factors of production, serving 15 (fifteen) days' prior notice. Such alterations shall not affect orders confirmed by Prado – Cartolinas da Lousã prior to publication of the new price list.

III - PAYMENT AND CREDIT FACILITIES

1. Prado – Cartolinas da Lousã, SA sells its products at net prices, the price being paid on delivery of the product.
2. Prado – Cartolinas da Lousã, SA reserves and retains ownership of the goods until full payment of the price.
3. The risk of the goods deteriorating or perishing shall be borne by the purchaser, as from the moment of delivery to the same.
4. Goods delivered and stored on the purchaser's premises, without being paid for, shall be kept duly insured, by means of a policy, labelled and identified, with the indications affixed by Prado – Cartolinas da Lousã, SA.
5. If the goods cannot be identified, all unidentified products meeting the same specifications shall be deemed the property of the vendor.
6. In the event of non-payment of the price, Prado – Cartolinas da Lousã, SA may repossess the goods, and is hereby authorized to enter the purchaser's premises where the goods are stored.
7. In the event of the purchaser being declared bankrupt or insolvent, he may not resell or process the goods, and Prado – Cartolinas da Lousã, SA may take back all goods, processed or otherwise.
8. The prohibition contained in the preceding paragraph shall apply both in the case of unpaid invoices and in the case of non-discounted credits.
9. In order for Prado – Cartolinas da Lousã, SA to authorize the supply of goods on credit, the client shall submit an application for opening a current account. When requested by the client, Prado – Cartolinas da Lousã, SA may authorize the supply of goods on credit, informing the client of the upper limit for such supplies.

Prado – Cartolinas da Lousã, SA may alter the conditions of credit, including the amount granted, or else revoke the authorization for supply of goods on credit, without any prior notice.

Minimum invoice value for credit sales: € 500.

Orders to be invoiced for amounts less than € 500.00 shall incur an administrative fee of 5.00 €.

10. Credit sales to all clients shall be subject to the following conditions:
 - a) Receipt of payment within 15 days of the invoice date – 2% discount.
 - b) Receipt of payment in month $n+1$ – 1% discount
 - c) Receipt of payment in month $n+2$ – no discount

11. Any charges, costs or emoluments deriving from payment shall be borne by the client and, in the event of being borne by Prado – Cartolinas da Lousã, SA, shall be debited to the client.
12. Any payments by bill of exchange will have to be accepted, prior to supply, by Prado – Cartolinas da Lousã, SA. In the event of acceptance, the bill of exchange shall be received within 15 calendar days of issue of the invoice(s), with the stipulated due dates, on pain of the client being in default. Bills of exchange may not be renewed, save written agreement from Prado – Cartolinas da Lousã, SA, all banking charges, taxes, duties and emoluments, including the bank discount prior to maturity, being borne by the client.
13. Prado – Cartolinas da Lousã, SA reserves the faculty of applying interest for late payment on a daily basis at the maximum legal annual rate for commercial operations.

IV – ANNUAL BONUSES AND ACCRUAL OF DISCOUNTS

1. Any annual bonus which may be attributed to clients shall be processed in January of the year following that to which they relate, as follows:
 - a) Value of bonus less than € 5000.00: issue of credit note, in January, to be set off against payments, for the purchase of products, in February or subsequent months;
 - b) Value equal to or greater than € 5000.00: issue of credit month, in January, to be set off against payments, for the purchase of products, 1/3 in February, 1/3 in March and 1/3 in April.
2. Annual bonuses may only be set off against supplies of products with a due date in subsequent year(s), may not be set off against previous supplies where payment is still outstanding and may not give rise to any obligation on the part of Prado – Cartolinas da Lousã, SA to settle them in cash or by any other means.
3. The financial discounts given under the terms of the preceding chapter may be accumulated with the quantity discounts offered by Prado – Cartolinas da Lousã, SA.

V – RETURN OF GOODS

1. Products belonging to the product range of Prado – Cartolinas da Lousã, SA may be returned by clients, on their request, in writing, provided they have been delivered less than 30 days previously and are in perfect condition, when expressly accepted by Prado – Cartolinas da Lousã, SA, the cost and risk of transport being borne by the client; the credit shall depend on inspection of the state and quantity of the products on receipt.

2. Products produced especially for the client may not be returned, unless they are defective, in which case the client shall submit a written complaint stating due grounds.

VI – PERSONAL DATA

1. The acceptance and management of the orders, the dispatch and collection of the price due involves the acquisition and processing of a set of data, which perhaps may include personal data. In this case, the personal data will be processed for the purpose of conclusion and execution of a contract, so its treatment does not require consent.
2. The Personal Data will be treated under the responsibility of the Prado – Cartolinas da Lousã, S.A., which inserts it in an automatic file of data to be processed in order to guarantee your security and confidentiality, in accordance with the current legislation.
3. Your data may be shared to other entities, in particular to the carrier responsible for transportation, for the purpose of execution of the concluded supply contract.
4. Your personal data will be kept for the period necessary for the fulfilment of legal obligations.
5. With your wilful consent, your data may be used for the purpose of sending commercial information, newsletters and direct marketing.
6. To learn more about the treatment of your Personal Data please consult the Privacy Policy on www.papeldoprado.com.

Lousã, August 2018