

GENERAL TERMS OF SALE

1 - PURPOSE AND DURATION (ELIGIBILITY)

ELASTRON PORTUGAL, SA, headquartered at Rua da Reta de Gomit nº354 Armazém A2 Frazão Paços de Ferreira, NIPC: 500 772 894, registered at the commercial registry office of Vila Nova de Gaia under the same number, hereinafter referred to as **ELASTRON**. has the corporate purpose:

1.1.1. In the upholstery/footwear segment: Wholesale and retail trade in coverings for the furniture and footwear sector.

1.1.2. In the Healthcare segment: Wholesale and retail trade in medical devices and personal protective equipment and the like.

1.2 The present general conditions of sale regulate commercial transactions between ELASTRON PORTUGAL, SA and its customers. They come into effect on the date of signature of the customer opening form and revoke those previously practiced.

1.3 The purchase of ELASTRON products implies full acceptance of these general conditions of sale.

1.4 The ELASTRON general conditions of sale prevail over any condition proposed by the customer that is not accepted and confirmed in writing by ELASTRON.

2 - ORDERS, PRICE LIST

2.1 The order of item(s) must always be formalized by email to the respective commercial contact, safeguarding the exceptions accepted by ELASTRON.

2.2 The minimum purchase quantity in accordance with the commercial conditions for the product in question at the time of ordering.

2.3 Supply characteristic:

2.3.1. In the upholstery segment, whenever the size order is greater than 8 ml, Elastron can supply it in 2 cloths, guaranteeing the uniformity of the color/lot.

2.3.2 In the Healthcare segment, ELASTRON reserves the right to supply different production batches.

2.4 The applicable price list will be the list in force on the date of the order.

2.5 Prices can be changed without prior notice. However, whenever your order is formalized, and there is a difference in prices, ELASTRON will only proceed with its satisfaction after formally sending it to you for your knowledge of the new conditions and acceptance of them.

2.6 In order to provide better services in the store, and whenever possible, the order must be placed in advance by email (preferably), or by telephone.

2.7 The cost of transporting the goods will be borne by the customer, except for exceptions previously agreed between the parties.

3 - DELIVERY CONDITIONS/DEADLINES

3.1 Delivery deadlines are (with rare exceptions) complied with. If it is not in stock, for execution/immediate delivery, the CUSTOMER cannot cancel the order without first notifying ELASTRON, by email, or by contacting the sales representative.

3.1.1 Cut Length service orders cannot be canceled after preparation for shipment. The order is considered prepared for shipment, when the cutting and packaging are already carried out. In this situation, cancellation after preparation may result in the payment of 10% of the total order value.

3.2 ELASTRON reserves the right to request minimum advances for the following cases:

- Article reservation, 20% of the reservation value
- Dedicated production, 30% of the total order value
- Product transformation, 50% of the total order value

3.2.1 ELASTRON reserves the right to limit the storage and reservation of articles in its facilities for a maximum period of one

week after the requested delivery date. After the designated period, ELASTRON may cancel the order due to lack of response.

3.2.2 In cases where, even after the period in the previous point, the goods are not collected by the CUSTOMER and an additional storage period is incurred at ELASTRON's facilities, the last reserves the right to request an additional fee of 5 % of order value.

3.3 Upon receipt of the goods and up to a maximum period of 8 days:

3.3.1. The Upholstery and Footwear CUSTOMER must inspect/check the measurements, color reference and cut before use. We do not accept returns of cut or processed items;

3.3.2 the Healthcare CUSTOMER must inspect/check quantity, reference and color before use. We do not accept returns of items that have been tampered and/or have tampered packaging and that are not in the same delivery conditions;

3.4 The signature of the delivery note, or the waybill (Carrier) without any exception, constitutes proof of acceptance, valid as confirmation that the products supplied are in perfect condition, in accordance with the quality specifications of the order.

3.5 For dedicated production orders, considering the various natures of products with different production times and different stages of quality control, the indicated delivery period is from the invoice date of the advance payment to start the production of the necessary goods.

This period may be extended due to any and all extraordinary events or force majeure over which ELASTRON has no control, such as natural disasters, bad weather resulting in damage to transport, armed conflicts, epidemics or pandemics, serious production accidents that result in a complete stoppage of production, strikes, political restrictions, national holidays or local holidays in the countries where the goods are being produced.

3.6 Delivery service by Elastron vehicle on the next day will only be possible if the order is received by 6 pm.

3.7 If the shipping method is to dispatch by an external freight forwarder, the order must be received by 1pm, so that it can be processed and delivered to the courier on the same day.

4 - METHOD OF PAYMENT

4.1 The articles/services provided are invoiced on the date of their dispatch, and the invoice must be regularized, in accordance with the commercial conditions defined and accepted by the parties.

4.2 In the case of orders placed through our store, and which require immediate payment, ELASTRON does not accept bank checks with higher amount than €150.

4.3 The parties agree that, failure to pay invoices within the agreed period, implies the payment of an amount of 25% of their global value, with a minimum of € 250, as a penalty clause, as well as default interest at the legal rate plus a 3% surcharge.

4.4 ELASTRON may refuse to supply/execute any order if the customer has an amount owed, the agreed payment period is exceeded or the financial situation/history proves to be unsatisfactory.

4.5 If there has been advance payment, in whole or in part, ELASTRON reserves the right not to proceed with the refund, as a result of:

- a) The customer, being notified in writing of the availability of the goods, and within a maximum period of 1 month, does not settle the remaining amount;
- b) The customer has invoices overdue for more than 30 days.
- c) With the *fait accompli*, there is contractual freedom, on the part of ELASTRON, of destruction, use or usufruct

5 - AFTER-SALES SERVICE (COMPLAINTS)

5.1 ELASTRON ensures that the information presented in its catalogues/website/price list does not contain errors and is checked/updated regularly. In case of irregularities in the

information presented, the customer may contact ELASTRON for rectification/clarification of the same.

5.2 Complaints must be accompanied by the *claim report*. ELASTRON reserves the right not to accept returns of items that exceed 8 days after the date of delivery stated in the delivery note/waybill **and/or**:

5.2.1 In the upholstery segment:

- a) Articles already processed (meaning cut or as an integral part of the customer's final product)
- b) Articles subject to processing services such as: drilling, engraving, laminating, treatments, impregnations, among others; returns will not be allowed with the due safeguard of technical problems inherent to the article or the process duly confirmed and validated by the ELASTRON quality department.
- c) All items in which ELASTRON has already sold out the entire stock of the batch supplied/claimed.
- d) In items subject to transformation service and as a consequence of this process, the customer must consider that the quantity invoiced and shipped may have a margin of 3% of waste without this being considered a reason for complaint.
- e) In the case of returns of leather from the Express Leather service, and when there are no quality issues as a premise for the return, ELASTRON reserves the right to apply a fee of 10% on the value of the product to be returned.
- f) It will not be considered a reason for non-conformity in the product, situations in which after technical analysis it is verified that the origin came from prolonged storage as mentioned in previous points 3.2.1 and 3.2.2.

5.2.2 In the Healthcare segment – Articles that have been adulterated, with tampered packaging and/or that do not correspond to the original condition of the delivered product.

5.3 In the event of an error attributable to the customer, ELASTRON reserves the right not to grant the credit amount;

5.4 ELASTRON assumes no responsibility for improper use of the article, for the inappropriate application of non-recommended cleaning products in the product sheet, or for improper storage/maintenance conditions.

5.5 Certain clothing and accessory dyes (such as those used in denim jeans) may migrate to lighter colors. The phenomenon is magnified by humidity and temperature and is irreversible. ELASTRON will not assume responsibility for dye transfer caused by external contaminants and possible stains caused by this phenomenon.

5.6 In the Healthcare segment - ELASTRON emphasizes that the information regarding technical performance, expiration dates and/or production must always be consulted on the product packaging, unless there is a graphic error or omission, and in this case the information in force is that described on the seal of quality that comes with the product.

6 - JURISDICTION

6.1 For all issues arising from the conclusion, execution and interpretation of the contract or sale, the jurisdiction of the district court of Porto will be competent, with express waiver of any other.

6.2 In the event of a dispute, the final consumer may resort to an Alternative Consumer Dispute Resolution Entity, pursuant to the

provisions of Law No. 144/2015, and subsequent amendments. More information at Consumer Portal (www.consumidor.gov.pt), contact: 213564 650.

7 - COMPLAINTS BOOK

7.1 Elastron Portugal, SA provides a complaints book in its physical store, located in Frazão, Paços de Ferreira, as well as the same in electronic format on the store.elastrongroup.com website. Access to the Digital Platform (for filing a complaint) is via the link <https://www.livroreclamacoes.pt/inicio>.

7.2 The complaint presented in the complaints book in electronic format has the same validity as the complaint presented in the complaints book in physical format.

8 - RESERVATION OF PROPRIETARY RIGHT

8.1 Elastron reserves the right to retain ownership of the goods until they are paid in full - including payment of all installments, bills or checks that the buyer has delivered in payment of the price, as well as any costs and expenses, default interest and indemnities - as per the sales document.

8.2 Elastron's right to reserve ownership is not impaired or terminated with the assignment, resale of the goods or their transformation.

9 - INTELLECTUAL PROPERTY

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10 - GDPR

10.1 ELASTRON assumes a commitment to the protection and security of the personal data to which it has access, ensuring the protection of its privacy and the implementation of the necessary measures to act in compliance with the applicable legislation.

10.2 Within the scope of the obligations established therein, it is up to ELASTRON to provide a set of information regarding the processing of personal data of its customers, as well as to ensure the exercise of the rights provided for in that Regulation. In this sense, you can consult our Privacy Policy to find out how we treat your personal data, as well as how to exercise your rights and responsibilities. You may do so by writing to the following e-mail address dpo@elastrongroup.com.

10.3 With the express consent of the data subject, we may use the contacts provided for marketing and advertising purposes, namely, sending our newsletter and messages with promotional information.