

General Sales Conditions

TERMS OF SALE – MUTABLE NEURON, Lda.

1. DURATION

1.1. These conditions are valid from 24.08.2022, until a date to be announced and can be changed without prior notice.

2. SUPPLY

2.1. Any supply of products or services implies prior knowledge and acceptance of our General Terms of Sale.

2.2. At any time and without prior notice, we may forfeit supplies if any of the following situations occur:

- Credit limits are surpassed.
- Payment deadlines are exceeded – invoices and/or debit notes.
- Existence of returned bank checks (not provisioned).
- Withdrawal/suspension of the credit card limit by the credit insurer.
- The non-existence of the defined principles regarding the bank exchange bills.
- Bankruptcy proceedings, judicial or extrajudicial liquidation of the purchaser, reduction of the guarantees provided or, in general, any change of its legal structure that affects its solvency.

2.3. We also reserve the right to request payment in advance, in whole or in part, for non-standard products or products sold through a prior quote.

3. CREDIT ALLOWANCE

3.1. In credit sales, all customers will have a credit limit associated with them. If the limit assigned by our credit insurer is insufficient, MUTABLE NEURON, Lda. may assign an additional credit, a MUTABLE NEURON, Lda. credit amount. In cases where MUTABLE NEURON, Lda. decides not to allocate an additional credit limit, or in cases where the additional limit is insufficient, MUTABLE NEURON, Lda may request the display of bank proof.

4. PRICES

- 4.1. The indicated in the respective Pricing Tables and/or Invoices.
- 4.2. The Pricing Tables can be changed without any prior warning.

5. ORDERS

5.1. PLACING

Orders can be placed by client request, e-mail, fax, phone and in person.

In case of doubt, error or litigation, there will only be considered orders confirmed by the buyer through request, email or fax.

5.2. ORDER CANCELLATION

The order of products or services accepted by MUTABLE NEURON, Lda cannot be canceled by the client, except when verified by a written agreement.

If such does not exist the client will have to reimburse MUTABLE NEURON, Lda for all its losses, damages or any other costs resulting from this cancellation.

In the case of there being an advanced payment, total or partial, MUTABLE NEURON, Lda. stands the right to not refund this advanced payment.

5.3. ORDER FULFILLMENT

Orders may be partially fulfilled, unless otherwise specified by the customer.

6. DELIVERY TIMES

- 6.1. The delivery times of products and services are considered as estimates, with MUTABLE NEURON, Lda placing the efficient and necessary means for these to be fulfilled within due time. MUTABLE NEURON, Lda is not liable for damages caused by the delay of delivery, if it has not acted with intent or gross negligence.

7. PAYMENTS

7.1. **CASH SALES**

Type – Check, ATM, Cash and Bank Transfer:

Payment (mode):

Advance payment (Bank transfer)

Cash / ATM

Bank check (a) (Check for immediate rebate)

Bank check (a) (Check to rebate until 30 days)

(a) Check for the date of the invoice (day of purchase and/or until 30 days after) and delivery of the material / services after payment

7.2. **CREDIT SALES**

7.2.1. Type – Check, Cash, Bank Transfer, Confirming:

Until 15 days of the invoice's date

Until 30 days of the invoice's date

Confirming (*)

(*) Transaction subject to prior approval by MÜTABLE NEURON, Lda. The costs of this operation will be on the responsibility of the customer.

7.2.2. Type – Bank exchange bills acceptance

The payment through bill acceptance shall not be possible

7.2.3. Reforming of a Bank exchange bill

The reforming of letters shall not be possible

7.2.4. Post-dated check(s) extensions:

It is possible to extend post-dated check(s), provided that such claim is communicated to MUTABLE NEURON, Lda. and accepted by the latter up to 5 (five) business days before the due date(s). All cases inherent to the extension process, debited by the bank entity, as well as interest on late payment, will be charged to the customer through the issuance of a debit note.

Note: The extension of a bank check may lead to the withdrawal/suspension of the credit limit by the insurance company.

7.3 **DELAY COSTS**

We reserve the right to charge late payment interest at the current Portuguese legal rate.

When it comes to late payment of invoice(s), check(s), and/or debit notes due and not paid within the agreed deadlines, in addition to the debit of interest, this measure may imply the suspension of supplies.

7.3.1. Regularization of returned effects

Returned effects (bank checks) must be settled within 5 days of the effect date. If this is not the case, we will be obligated to refer the case to litigation.

7.3.2. Costs of communicating credit extensions to the insurer:

- Communications sent to the insurer via the Internet website:
Communication cost per verified risk entity if the insurer does not refuse it
Service cost (*) - 6,00 euros
- Communications sent to the insurer by other means (fax, written bank bill, email...):
Communication cost per verified risk entity if the insurer does not refuse it
Service cost (*) - 20,00 euros

Note: (*) VAT is added to these values at the current Portuguese legal rate.

7.3.3. Costs of opening collection processes with the insurer:

Whenever MUTABLE NEURON, Lda has to carry out the claim of Incident Threat Communication with the insurer, it will debit the corresponding preparation amount, to be processed individually and in accordance with the following:

- Communications sent to the insurer:
Fixed cost per claim threat communication process
Service cost (*) - 50,00 euros

Note: (*) VAT is added to these values at the current Portuguese legal rate.

8. CLAIMS

8.1. Complaints that result from quality problems, product dimension errors, reference errors, must be submitted to us within 8 (eight) days of delivery.

9. RETURN OF MATERIALS

9.1. Any material returns will only be accepted with our prior knowledge and agreement, after the respective complaint process has been developed.

9.2. A written request must be sent to MUTABLE NEURON, Lda. for the return to be accepted, alleging all the reasons and justifications that lead to the non-acceptance of the goods.

9.3. The material to be returned, provided that it is accepted by MUTABLE NEURON, Lda. must be with its packaging intact and free from moisture, residues, etc. Returns will not be accepted when the material is poorly packaged, damaged, scratched and with other visible marks that are not manufacturing defects.

9.5. Only the preparation and dispatch of a complaint process will authorize, where appropriate, the return of the material in question accompanied by the respective return note, issued by the customer, so only with your prior and expressed agreement, MUTABLE NEURON, Lda. will accept the respective return.

9.6. Return conditions

- All supplies delivered in accordance with the customer's order request cannot be exchanged or taken back.
- Any provision contrary to this principle will always depend on the prior written agreement of MUTABLE NEURON, Lda.
- Returns will only be accepted if our suppliers accept them in the same way: we therefore advise you to consult the General Sales Conditions of our suppliers at www.mutableneuron.pt.

9.7. Returns that meet the following requirements will be accepted

- Material that, by mistake of the services of MUTABLE NEURON, Lda. was inadvertently delivered to the customer.
- Material with visible manufacturing defects, verified at unloading and/or during use within 30 days after the date of delivery.
- Material that does not comply with the manufacturer's technical characteristics and that is supervised prior to the return by the person responsible for the customer's account, our salesperson, and/or a representative of the manufacturer.
- Material, where applicable, in its original packaging, enclosed and in good condition.
- Material with a maximum age of 30 days, counting from the day of supply.

9.8. Costs for return of goods

- The transport of the return will always be the responsibility of the customer, except in the points mentioned above - error of the services of MUTABLE NEURON, Lda. material with visible manufacturing defects and material that does not comply with the manufacturer's technical characteristics - in which the transport will be taken charge by MUTABLE NEURON, Lda.
- The value of the goods will be credited and a procedural cost of €25.00 will be charged for each return.

9.9. Return rejections

- MUTABLE NEURON, Lda. reserves the right to deny all returns without their prior and expressed acceptance or those that once received do not meet the requirements indicated above. We will inform you promptly and in detail of the rejections and we will keep the material at the disposal of the customer, in our facilities, for a maximum period of 30 days. After that time, we will proceed with the delivery and/or destruction of the material, passing on to the customer the costs related to him resulting from the previously mentioned.

10. WARRANTIES AND USE

10.1. All our written or verbal information (including those contained in the technical data sheets, instructions for use, assistance services, test reports) is made in good faith, but does not invalidate the need for the customer to certify in advance that our products are suitable for the application desired.

10.2. It is the sole responsibility of the customer to choose the products and their respective uses. Therefore, in addition to the cases in which the products sold by them are proven to be defective, MUTABLE NEURON, Lda. cannot legally assume any responsibility for the results that the customer obtains while using them, since after dispatch and in particular during their use, they are subject to factors that, which may be decisive in the results obtained, are beyond their control.

10.3. Without prejudice to the most favorable period (for the customer) expressly granted by the manufacturer or by MUTABLE NEURON, Lda. the minimum guarantee period is that established by law.

11. PROPERTY RESERVATION

11.1. The goods listed on our invoices are sold with reservation of title and are therefore the property of MUTABLE NEURON, Lda. until their full payment (art. 409, no. 1 of the Civil Code). The right to reserve ownership of MUTABLE NEURON, Lda. it is not harmed or ends with the resale of the goods or their transformation. In the case of transformation of the goods, MUTABLE NEURON, Lda. will have, as co-owner of the goods sold, a share corresponding to the amounts guaranteed with reservation of title.

The buyer undertakes to inform all third parties, to whom he transfers the possession of the goods, of the existence of the reservation of title.

12. LEGAL PROVISION

12.1. In the event that any of the present conditions is declared, in whole or in part, null, invalid or becomes invalid under the terms of the law, this invalidity or nullity will not affect the validity of the remaining conditions or the remainder of said condition to be which will continue in force in accordance with its spirit and letter.

13. MAJOR FORCE

13.1. MUTABLE NEURON, Lda. shall not be deemed at fault or liable for any loss, deterioration, fines, expenses, failures or delays as long as such fault results from wars, riots, bad weather, acts of government or other authority, strikes, fires, restrictions on trade, power outages, restrictions on car traffic or any other reason beyond their control.

14. LAW AND JURISDICTION COMPETENCE

14.1. To resolve any issue arising from the interpretation, validity or execution of this clause, as well as any acts, agreements or contracts arising therefrom, the jurisdiction of the Judicial Court of the District of Oliveira do Hospital, will apply Portuguese legislation.

15. CONFLICT RESOLUTION

15.1. In compliance with Law No. 144/2015, we inform you that in the event of a dispute, you may resort to:

CICAP (Consumer Information and Arbitration Center of Porto - Rua Damião de Góis, 13 Lj. 6 4050-225 Porto; Tel: 225508349/225029791; www.cicap.pt)

16. INFORMATION NOTICE IN ACCORDANCE WITH LAW NO. 67/98 OF OCTOBER 26, PERSONAL DATA PROTECTION LAW

16.1. By accepting the General Sales Conditions of MUTABLE NEURON, Lda. I expressly grant my consent to the processing of personal data, accepting that my personal data are automatically collected from forms, customer files or other forms of MUTABLE NEURON, Lda. voluntarily filled in, included and processed by me in a personal data file that is the property and responsibility of MUTABLE NEURON, Lda. based in Oliveira do Hospital (Portugal). You can exercise your rights of access, rectification, cancellation and opposition established by the Portuguese Law 67/98 – Personal Data Protection Law at any time, by sending an email to geral@mutableneuron.pt.

The purpose of collecting, processing and communicating this data to MUTABLE NEURON, Lda. is to send information and communication about our brands, new products, services and company projects.

16.2. You have the right to request the rectification of your personal data, its removal or rejection of its use, as well as to revoke your consent to the use of your data for commercial or marketing purposes. You can exercise your rights by sending an email to MUTABLE NEURON, Lda.: geral@mutableneuron.pt.

Oliveira do Hospital, August 24, 2022

Bank Identification Numbers

BANCO BIG - Banco de Investimento Global

Owner's name: Mutable Neuron Lda

NIB 0061 0050 05555602500 63

IBAN PT50 0061 0050 05555602500 63

BIC/SWIFT BDIGPTPL

EUR currency