

# General Conditions for the Purchase of Goods and Services by CTT Group

## 1. SCOPE OF THE GENERAL CONDITIONS

1.1 These General Conditions, available on the official CTT website ([www.ctt.pt](http://www.ctt.pt)), establish the terms and conditions applicable to the procurement of goods, services and contracts carried out by CTT - Correios de Portugal, S.A. - Sociedade Aberta or any of its affiliated companies, hereinafter individually and collectively referred to as CTT, below the amounts of the European thresholds applicable at any given time to special sectors, regulating the rights and obligations of CTT and its Qualified Suppliers, prevailing over any uses, commercial practices, or legal provisions that are not mandatory.

1.2 Any amendment, variant, condition, derogation, or addition to these General Conditions will only be considered valid and effective if it is subject to an express written agreement by CTT.

1.3 The approval by CTT of the supplies of goods, services and contracts means that these General Conditions prevail over those of the supplier in question.

1.4 CTT reserves the right to negotiate the terms of the award and the terms of the Contract to be concluded with the supplier (when applicable), in order to obtain the best result in the defence of its interests.

1.5 A written Contract must be drafted for purchases of an amount equal to or greater than 50,000.00 euros (excluding VAT) and a security must be presented for Contracts with an amount equal to or greater than 100,000.00 euros (excluding VAT).

1.6 If a written Contract is concluded between CTT and the supplier ("Contract"), the terms of that Contract will prevail over these General Conditions in the event of a conflict.

1.7 Any conditions or specifications that the supplier may include in documentation of any kind, namely in its proposal or under general conditions that it uses in the supply of its goods or in the provision of its services, which are contradictory with the provisions of these General Conditions or of the Contract, will be ineffective in relation to CTT.

## 2. SCOPE AND CONCLUSION OF THE CONTRACT

2.1 The development of all accessory and/or complementary activities (such as transport, loading, unloading, insurance, tests and trials), provided they are necessary for the full compliance of the Contract, shall be considered included in the scope of the Contract.

2.2 Also included are materials, documents and other elements that prove necessary for the proper functioning, operation and/or maintenance of the goods and services to be supplied, even if not explicitly mentioned or fully specified in the supplier's proposal or general conditions or in the Contract.

## 3. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

3.1 Each Party undertakes to comply with the obligations under the Contract in a timely manner and will be liable to the other for any losses that are directly resulting from the concerned party's non-compliance.

3.2 The Supplier will be solely responsible for the supply of the goods and services and will therefore assume responsibility for the tasks performed by its employees involved in the respective execution, as well as for the activities carried out by any of its subcontractors.

3.3 The Supplier will be responsible for any charges, costs or compensation resulting from damages caused to CTT or third parties due to defects in the goods and services supplied to CTT, even if these were not detected through the inspections and surveys carried out by CTT.

3.4 The Supplier will assume full non-contractual liability for any and all losses, financial and non-pecuniary, caused by it, its employees and subcontractors to CTT, its collaborators or employees and/or to any third party.

3.5 It is the supplier's responsibility to ensure that:

- a. It is not in a state of insolvency, liquidation, cessation of activity, subject to any preventive means of asset liquidation or in any similar situation, nor does it have the respective proceedings pending;
- b. It has not been convicted of any crime affecting its professional conduct by a sentence that has the force of *res judicata*<sup>1</sup> [or the members of its administrative, management or managerial bodies have not been convicted of any crime affecting their professional conduct<sup>2</sup>];<sup>3</sup>
- c. It has not been subject to administrative sanctions for serious professional misconduct<sup>4</sup> [or the members of its administrative, management or managerial bodies have not been subject to administrative sanctions for serious professional misconduct<sup>5</sup>];<sup>6</sup>
- d. It has fulfilled its obligations relating to social security contributions in Portugal (or the State of which it is a national or in which its main establishment is located)<sup>7</sup>;
- e. It has fulfilled its obligations with regard to taxes owed in Portugal (or the State of which it is a national or in which its main establishment is located)<sup>8</sup>;
- f. The ancillary sanction provided for in item e), paragraph 1 of Article 21 of Decree-Law No. 433/82, of 27 October, in item b), paragraph 1 of Article 71 of Law No. 19/2012, of 8 May, and in paragraph 1 of Article 460 of the Code of

Public Procurement, during the period of inability fixed in the conviction, was not subject to application;

- g. The ancillary sanction provided for in item b), paragraph 2 of Article 562 of the Labour Code was not applied<sup>9</sup>;
- h. Has not been subject, within the last two years, to an administrative or judicial penalty for the use in its service of labour legally subject to the payment of taxes and social security contributions, not declared in accordance with the rules that impose this obligation, in Portugal (or in the State of which it is a national or in which its main establishment is located)<sup>10</sup>;
- i. It has not been condemned by a final sentence for any of the following crimes<sup>11</sup> [or the members of its administrative, management or managerial bodies have not been condemned for any of the following crimes<sup>12</sup>]<sup>13</sup>:
  - i) Participation in the activities of a criminal organisation, as defined in paragraph 1 of Article 2 of the Council's Joint Action No. 98/773/JAI;
  - ii) Corruption, within the meaning of Article 3 of the Council Act of 26 May 1997 and paragraph 1 of Article 3 of Council Joint Action 98/742/JAI;
  - iii) Fraud, within the meaning of paragraph 1 of the Convention on the Protection of the Financial Interests of the European Communities;
  - iv) Money laundering, within the meaning of Article 1 of Council Directive 91/308/EEC of 10 June, on the prevention of the use of the financial system for the purpose of money laundering;
- j. No fines and/or non-monetary sanctions were applied for serious infringements of environmental laws and regulations;
- k. Complies with current legislation regarding environmental issues, applicable to the sector of activity it carries out, namely related to waste;
- l. Complies with the principles and procedures relating to human rights, defined in the Universal Declaration of Human Rights;
- m. Complies with the principles and procedures relating to freedom of association, forced labour, child labour and equality defined in the Fundamental Conventions of the ILO - International Labour Organization;
- n. Does not discriminate based on nationality, race, gender, religion, sexual orientation, political choice, age, health conditions, and disability;
- o. Complies with the principles and procedures related to health, hygiene and safety at work, defined in applicable laws and regulations;
- p. Complies with all legal and regulatory regulations applicable to the activity carried out by it, in particular, to maintain in force all authorisations, licences and other formalities necessary for the exercise of its activity in general;
- q. Complies with all legal and regulatory regulations applicable to the supply of the contracted goods and/or services, in particular, to maintain in force all authorisations, licences and other formalities necessary for such supply;
- r. Does not consent to any form of bribery or corruption, or any other type of unethical business practices;
- s. Knows and adheres to the principles of the Responsible Purchasing Policy, the Code of Conduct, the Code of Good Conduct for Preventing and Combating Harassment at Work, and the Regulations of Procedures for Whistleblowing (available at [www.ctt.pt](http://www.ctt.pt));
- t. Employees and representatives whose personal data are transmitted to CTT are aware of the most up-to-date version of the CTT Privacy Policy, available at all times in the [Privacy Policy](#);
- u. It maintains appropriate procedures for evaluating and selecting its suppliers/subcontractors based on their ability to comply with the principles and requirements mentioned in this statement.

## 4. PURCHASE ORDER

4.1 The Purchase Order - Order Form - is the consequence of an award involving prior knowledge and acceptance of these General Conditions;

4.2 The General Conditions of Purchase shall be deemed, for all purposes, to be known and accepted without reservation (without prejudice to the provisions of the following paragraph) to the respective content by the Supplier when presenting the quotation for any supply of goods, services and works, it being the Supplier's obligation to consult or download the most updated version available on CTT's website.

4.3 Any incompatibilities, doubts, errors or omissions in the Purchase Order must be submitted in writing to CTT within 5 business days from the date of communication of the respective Purchase Order.

4.4 The start of the supply of goods or services to CTT shall be understood, in any case, as acceptance of the content of the General Conditions and, where applicable, of the content of the Contract.

4.5 The Supplier undertakes to inform CTT whenever it detects a deviation from the functionalities and features provided for in the Purchase Order and must, for this purpose, propose alternatives that satisfy it, and CTT reserves the right to reject them.

## 5. HUMAN RESOURCES

5.1 Any contracted service will be provided independently and without any kind of legal subordination between the Supplier or its employees and CTT and its

<sup>1</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>2</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>3</sup> Report according to whether it is a natural or legal person.

<sup>4</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>5</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>6</sup> Report according to whether it is a natural or legal person.

<sup>7</sup> Report according to the situation.

<sup>8</sup> Report according to the situation.

<sup>9</sup> Indicate whether the period of inability laid down in the sentence has elapsed in the meantime.

<sup>10</sup> Report according to the situation.

<sup>11</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>12</sup> Indicate whether rehabilitation has taken place in the meantime.

<sup>13</sup> Report according to whether the Candidate is a natural or legal person.

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employees, and therefore, in no way does the existence of an employment contract between them and those implied.

5.2 It is also established that directional and disciplinary power over its employees may only be exercised by the Supplier, and therefore any orders or instructions may only be issued by the latter, who is also considered, for all and any purpose, as the employer of its employees.

5.3 The Contractor undertakes to respect the labour legislation in force in relation to its employees, observing all provisions that are relevant in this case, namely within the scope of the matters whose violation determines CTT's joint and several labour misdemeanour responsibility, under the terms foreseen in paragraph 4 of Article 551 of the Labour Code.

5.4 Regarding the provisions of the labour legislation whose violation determines the application of a very serious administrative offence and, therefore, the joint liability of CTT in the payment of the respective fine, CTT reserves the right, whenever deemed convenient, to request the Supplier to present all documents proving the respective compliance.

5.5 The Supplier undertakes to submit to CTT the information that, in its opinion, fully demonstrates sufficient compliance with the above-mentioned legal provisions, as soon as possible and, as regards the documentation expressly requested by CTT, within 15 (fifteen) consecutive days, as of the date of the interpellation.

5.6 The Supplier undertakes to comply with all its obligations regarding social security matters relating to its employees.

5.7 The Supplier undertakes to submit to CTT, and prior to the effective provision of services of each of its employees at CTT's facilities, if applicable, all documents proving compliance with the duties referred to in the preceding paragraph, namely, a declaration of communication to social security of the admission of such employees.

5.8 The Supplier is solely responsible for any determinations or sanctions that may be imposed by official entities and applied to CTT, due to the commission of violations of the provisions of this clause, even if under the right of return.

5.9 Without prejudice to the provisions of the previous paragraphs, whenever the supply of goods and/or services to CTT implies access by the supplier's employees or service providers to CTT facilities or information systems, they must comply with all the rules and regulations in force at CTT.

## 6. IMPLEMENTATION OF THE SUPPLY

6.1 The Supplier undertakes to implement the supply in accordance with all technical requirements and conditions, quantities and deadlines agreed in the Purchase Order or Order Note.

6.2 The Supplier will inform CTT in good time of any circumstances that may hinder or condition the full and timely fulfillment of the supply.

6.3 The Supplier undertakes to inform CTT of any deviation found in the specifications, characteristics and requirements of the goods and services to be supplied, immediately proposing any changes it deems necessary to comply with the Contract.

6.4 Any changes to the specifications, characteristics and requirements of the goods and services to be supplied, as well as to the execution or completion deadline, must be approved in advance, in writing, by CTT.

## 7. WARRANTY — QUALITY CONTROL

7.1 Unless otherwise provided by law or written agreement, the warranty period for goods, services and contracts, when applicable by their nature, shall be at least two years from the date of acceptance of the supply and/or provision of services.

7.2 The goods, services and contracts supplied will be subject to quality control by CTT, which will notify the Supplier of any defects detected, assuring the supplier of the quality standards required by CTT.

7.3 Non-compliance processes will be raised whenever, at any stage of the execution of the purchase order, anomalies, faults, errors, delays, deficiencies, poor packaging or inappropriate packaging for the means of transport used, breakdowns and/or incompatibility with the technical specifications and regulations in force are found.

7.4 The non-compliance case will be duly registered by CTT and a complaint will be sent to the Supplier. These occurrences will negatively influence the classification of the Supplier in the supplier evaluation process and may be subject to being deprived of receiving purchase requests until the appropriate justifications and responses to complaints are submitted for CTT approval in writing, as well as implementing corrective actions to avoid repeating the identified non-conformities. The verification of effectiveness of the implementation of corrective actions must be reported in writing to CTT.

7.5 The reporting of a non-compliance does not suspend compliance with the Purchase Order under all previously agreed terms.

7.6 The Supplier shall be obliged to eliminate, at its own expense, all defects related to the goods and/or services subject to the supply, within the time limits set by CTT for this purpose and under conditions that they consider satisfactory.

7.7 If the Supplier does not take action to eliminate defects in accordance with the terms of the previous paragraph, and in urgent cases where such immediate elimination is necessary to prevent further risks or damages, CTT shall have the right, at the expense of the Supplier, to eliminate the defects detected themselves, or have the defects detected eliminated by a third party indicated by them.

7.8 The components and materials incorporated in the goods in execution of the guarantee referred to in paragraph 1 shall enjoy a new warranty period of at least two years from the date of their incorporation.

7.9 The Supplier is responsible for any charges, costs, or compensation resulting from damages caused to third parties due to defects in the goods supplied, services and contracts provided to CTT, even if these have not been detected through quality control carried out by CTT.

7.10 Without prejudice to the provisions of the previous paragraphs, CTT shall be entitled at any time, even after delivery, to carry out inspections, audits and tests of materials and processes that prove adequate to control the quality of goods and services, and may, for this purpose, visit the Supplier's facilities for this purpose whenever they wish, upon reasonable notice, not less than three days.

7.11 The inspection and auditing actions referred to in the previous paragraph do not affect the Supplier's liability for the quality of the goods and/or services provided to CTT.

7.12 If during the inspection and auditing actions, CTT detects any non-compliance with the Contract, the proposal, or the supplier's general conditions, or these General Conditions, the expenses of the actions in question will be borne by the Supplier, without prejudice to other rights that may apply to CTT under the terms of the Contract and the applicable legislation, namely the right to refuse assets that are not in compliance.

## 8. PACKAGING, STORAGE AND TRANSPORT

8.1 If the relationship established between CTT and the supplier has as its purpose the supply of goods, the goods to be supplied must be properly packaged and conditioned in order to preserve their respective state of conservation in accordance with their usual form of storage.

8.2 All expenses related to the packaging and transport of the goods will be borne by the Supplier.

8.3 Unless express written authorisation by CTT or otherwise agreed, the Supplier may not package goods corresponding to different orders together.

## 9. EVALUATION OF SUPPLIER PERFORMANCE

9.1 CTT reserves the right to evaluate its suppliers and service providers.

9.2 The evaluation is carried out on a minimum annual basis, with each criterion being evaluated on the scale: Very Satisfied (100%); Satisfied (75%); Dissatisfied (50%) and Very Dissatisfied (25%). There is an option of Not Applicable and, in this case, the criteria will not contribute to the final score.

9.3 For suppliers of goods, the evaluation criteria are: (1) Product Quality; (2) Complaints/Rejections; (3) Supply Deadlines; (4) Quantities; (5) Flexibility/Adaptability; (6) Ease of Communication; (7) Information provided; (8) After-sales service.

9.4 For service providers, the evaluation criteria are: (1) Quality of Services; (2) Compliance with SLAs; (3) Technical Capacity; (4) Complaints; (5) Flexibility/Adaptability; (6) Ease of Communication; (7) Information provided; (8) After-sales service.

9.5 According to the score obtained, the supplier will be classified as level 1 ( $\geq 75$ ), 2 (between 61 and 74), or 3 ( $< 61$ ). In the case of level 3 suppliers, they may enter the disqualification process.

9.6 CTT will inform the result of the evaluation carried out and suppliers whose performance was below expectations will be asked to analyse the causes and implement improvement actions.

## 10. DELIVERY

10.1 The deadlines and place of delivery of the goods or completion of the services to be provided are those indicated in the Purchase Order and constitute Special Conditions for the supply of goods, provision of services and contracts in question.

10.2 When applicable, all supplies must be accompanied by a delivery/transport note or equivalent document, with the legal information required for the purpose and identification of the corresponding Purchase Order, as well as the technical documentation that must be delivered to CTT.

10.3 Non-compliance with the interim or delivery/completion deadlines, when attributable to the Supplier, shall constitute the right of CTT to demand from the Supplier, as a default penalty clause, the penalties provided in clause 13 or those provided in the Contract entered into between the Parties.

10.4 The application of penalties for delay shall be without prejudice to the Supplier's obligation to comply with the supply, which shall be maintained in full.

10.5 Acceptance of the goods supplied and/or services provided after the delivery/completion deadlines does not imply, in whatever capacity, that CTT waives the application of any penalties.

10.6 If the Supplier delivers the goods earlier than the agreed date, CTT shall have the right, at their choice, to return them to the Supplier or store them, at the cost of returning or storing them, as the case may be, at the expense of the Supplier.

10.7 The risk of perishing or deterioration of the goods will be borne by the Supplier until the moment they are delivered to CTT, and the Supplier will be responsible for their storage and conservation until that moment.

10.8 The goods and services provided are only considered accepted after verification by CTT that they comply with the requirements and conditions contractually agreed and/or contained in the Purchase Order.

10.9 When the goods or services to be supplied do not correspond, in whole or in part, to the requirements and conditions set out in the Contract or in the Purchase Order, CTT will have the right to reject them, leaving the Supplier obliged to repair

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or replace them, as well as to bear all expenses related to their return, repair and/or replacement.

10.10 CTT's rights set forth in the preceding paragraphs shall not prejudice the right to terminate the Contract under the terms set forth below or in the Contract entered into between the Parties.

## 11. PRICES

11.1 The prices include all costs and expenses inherent to carrying out the supply or provision of services, if applicable, packaging, loading, shipping, transport, unloading and insurance.

11.2 Unless a revision or updating mechanism is included in the Contract, the prices will be fixed and not revisable.

11.3 The prices also include all taxes, duties and fees in force at any given time, as well as all costs, expenses and charges related to the transit, import and export of the goods.

11.4 The risk of variations in the incidence rules and amounts of taxes, duties, fees and charges referred to in the previous paragraphs shall be borne by the Supplier, who shall not be entitled to any price adjustments due to such variations.

## 12. PAYMENT TERMS

12.1 The due date for invoices for the supply and/or provision of services is 90 (ninety) days from the date the invoice is issued, unless other deadlines are specifically agreed in writing. Payment is made subject to analysis and verification of the invoice.

12.2 The full compliance with the supply or provision of services obligations, the possible provision of documents, the delivery of any financial guarantees, as well as, the compliance with the remaining material contractual obligations, under the exact terms and conditions set forth in the Purchase Order, the Specific Order Conditions and/or Contract, is an indispensable condition for the payment of invoices.

12.3 CTT will make payments by bank transfer or by cheque.

## 13. INVOICES

13.1 Invoices must include the order number indicated by CTT (Purchase Order) and, if applicable, the product code, the number of units ordered, the delivery or transport note, and other obligations under current legislation, without which they will be returned.

13.2 Each invoice must relate to one order only.

13.3 Where applicable, all invoices shall be issued in such a manner as to give CTT the option to deduct, withhold or pay the taxes, duties or fees that it has or may deduct, withhold or pay under the terms of the applicable legislation.

13.4 Invoices must be sent to the billing address indicated by CTT.

13.5 Failure to comply with the applicable provisions, the inaccuracy of the amounts or quantities invoiced, or the non-compliance of the goods or services supplied are a reason for returning the invoices; in the event of a return, the payment period will start on the date of receipt of the new duly corrected invoices.

13.6 Invoices must be presented in the contractual currency, which, unless otherwise agreed in writing, will be the legal tender at CTT's head office.

## 14. PENALTIES

14.1 If the Supplier fails to comply with the deadlines set out in the Purchase Order for reasons attributable to it, CTT reserves the right to apply the penalties indicated in the following paragraphs or those provided for in the contract concluded between the Parties, without prejudice to compensation for the excess damage and the right to terminate the Purchase Order.

14.2 If the supplier has not completed the respective obligations within the specified deadlines, it will be subject to a penalty of 0.5% (half a percent) for each calendar day of delay, calculated on the position value of the Purchase Order;

14.3 If the default in question exceeds 10 (ten) calendar days, the penalty to be applied after the end of that period will be raised to 1% (one percent), calculated in the same terms as the previous item, up to a maximum of 50%.

14.4 The penalties applied under the terms of the previous paragraph or of the contract concluded between the Parties shall be considered net and payable credits, and CTT is authorised to offset such credits with any debts it may have against the Supplier, as well as to deduct their amount from any guarantees provided.

14.5 The payment of penalties will not preclude the right of CTT to demand compensation for excess losses, as well as to terminate the Contract.

## 15. INTELLECTUAL PROPERTY

15.1 Any and all materials and documentation, including trademarks, logos or other distinctive signs of CTT, delivered by CTT to the Supplier for the purpose of fulfilling the Purchase Order or the Contract shall be used by the Supplier for such exclusive purpose, in strict compliance with all instructions and rules concerning such use that may be communicated to it by CTT, with respect for the intellectual and industrial property rights over them, and returned to CTT upon request.

15.2 The Supplier guarantees that it is the holder of all industrial and intellectual property rights necessary for the execution of the supply or obtain in its favour or in favour of CTT, as applicable, the licences, authorisations or assignments of rights that allow CTT the full and regular use of the goods and services acquired from the Supplier.

15.3 In particular, the Supplier guarantees that the execution of the Contract will not violate the industrial and intellectual property rights of third parties and is obliged to compensate CTT in the event that any liability for the misuse of materials, documents, and information that are the subject of third-party rights of this nature.

14.4 Unless otherwise agreed in contractual documents in writing, all original projects, drawings, software, studies, reports and other creations prepared by the Supplier in execution of the supply will be the property of CTT for all intents and purposes.

## 16. ASSIGNMENT OF CONTRACTUAL POSITION

16.1 CTT reserves the right, at any time, to assign its contractual position in the Supply Contract(s) to other Entities of the business group of which it is part.

16.2 The Supplier may not assign, in whole or in part, its contractual position, or any rights deriving from it, without CTT's prior written consent.

## 17. SUBCONTRACTING

The Supplier may not subcontract part or all of the execution of the contract to third parties without the prior written consent of CTT and is in any case solely responsible to those for complying with the obligations under these General Conditions and the Contract.

## 18. LIABILITY

18.1 Each of the Parties undertakes to punctually comply with the obligations arising from these General Conditions and any Contract entered into between the Parties and shall be liable to the other Party for any losses arising directly from the non-compliance of the Party in question.

18.2 The Supplier will be solely responsible for the supply of the goods and services and will therefore assume responsibility for the tasks performed by its employees involved in the respective execution, as well as for the activities carried out by any subcontractors.

18.3 The Supplier will be responsible for any charges, costs, or compensation resulting from damages caused to CTT or third parties due to defects in the goods and services supplied to CTT, even if these were not detected through the inspections and surveys carried out by CTT.

18.4 The Supplier will assume full non-contractual liability for any and all losses, financial and non-pecuniary, caused by it, its employees and subcontractors to CTT, its collaborators or employees and/or to any third party.

## 19. TERMINATION

19.1 Without prejudice to any other rights to which it is entitled under these General Conditions, the contract entered into between the Parties or the general terms of law, CTT may terminate the Purchase Order or contract in force by registered letter with acknowledgement of receipt, without observance of any prior notice, should any of the following situations occur:

- a. If there is a lack or omission in the fulfilment of the obligations arising from these General Conditions, the Purchase Order or the contract, namely delays attributable to the Supplier exceeding 30 (thirty) days;
- b. If the Supplier refuses to replace the defective products;
- c. If it is proven that the products are of a lower quality or that they do not correspond to the proposed technical specifications;
- d. If the Supplier ceases payments, if special business recovery or insolvency proceedings apply to it.
- e. Dissolution or liquidation, voluntary or administrative, as well as the initiation of any judicial or extrajudicial process to determine the Supplier's liabilities, namely insolvency or administrative procedures for settlement with creditors;
- f. Cessation, for whatever reason, even if only de facto cessation, of the Supplier's activity;
- g. Failure by the Supplier to comply with another contract to which a company of the CTT Group is a party;
- h. Social change or objective modification of the Supplier's structure that is proven to have a negative impact on the execution of the supply in question;

19.2 Termination shall automatically take effect on the date of receipt of the communication provided for in the preceding paragraph and shall result in the immediate extinction of any rights or obligations assumed by the Parties on a date prior to the date of termination, except for the payment of any compensation to which CTT may be entitled due to the non-fulfilment or defective fulfilment of contractual obligations by the Supplier.

## 20. FORCE MAJEURE

20.1 The Parties may not be held liable for the non-performance or defective performance of the obligations assumed by them under these General Conditions, the Purchase Order and/or the Contract, when this results and only to the exact extent that this results from the occurrence of an extraordinary or unforeseeable situation beyond the control of the Parties and that cannot be controlled by them, such as war (declared or not), riot, civil insurrection, natural disasters, general strikes of national scope, fires, floods, explosions, governmental decisions or

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other situations not controllable by the Parties that prevent or impair the compliance with the obligations assumed under the referred instruments.

20.2 The Supplier must inform CTT in writing, as soon as possible, and in any case, within a period not exceeding two days from the date on which it becomes aware of them, the cause, the beginning and the foreseeable end of the force majeure situation.

20.3 The following circumstances will not be considered force majeure events:

- a. Lack of labour and/or materials;
- b. Delay or non-compliance by subcontractors;
- c. Strike, lock-out, and other labour dispute resolution measures.

## 21. INSURANCE

21.1 The Supplier shall take out, on its own account, and shall maintain in force, during the term of the Purchase Order or the Contract, with first-rate insurance companies, all insurance required by law, as well as any other that may be required of it in the aforementioned documents.

21.2 The Supplier shall provide to CTT, if requested, proof of the conclusion and maintenance in force, at each moment, of each of the required insurances, with the foreseen coverages.

21.3 In the case of subcontracting, the Supplier undertakes to ensure that the subcontractors enter into and maintain in force the above-mentioned insurances.

## 22. CONFIDENTIALITY

22.1 The Supplier undertakes to handle and keep as absolutely confidential any and all information (written, oral, computerised or in any other form), directly or indirectly related to these General Conditions, Purchase Order and/or Contract and other documentation related to the supply of goods and/or services to which it has, in any way, access, as well as the information that it accesses before the conclusion of the Contract or the start of supply, including, without limitation, relating to the activity of CTT or entities with whom they relate, to conclusions or results found during the relationship between CTT and the supplier, written documents, drawings, plans, software in the form of source code or object code, specifications, trade secrets, methods, formulas, know-how, works (of any nature, namely graphic, written or sound) unpublished or for publication, business information, profit margins and customer lists (together, the 'Confidential Information').

22.2 Pursuant to the previous paragraph, the supplier undertakes not to disclose to third parties any Confidential Information revealed by CTT at the times and in the contexts listed above, without the prior written consent given by CTT, and may not license or make any other use of this Confidential Information under any circumstances, except when expressly authorised in writing by CTT.

22.3 The Supplier expressly undertakes to use the Confidential Information to which it has access in connection with the application, conclusion and execution of the supply of goods and/or services, solely and exclusively for the purpose of complying with the obligations assumed in the Purchase Order or in the Contract, abstaining from any use outside that context and regardless of the purposes, whether for its own benefit or for the benefit of third parties.

22.4 The obligations in the previous paragraphs do not apply with regard to:

- a. Information that was in the public domain at the time it was made available by CTT;
- b. Confidential Information that became public after being revealed by CTT due to publications or other circumstances, without the supplier violating these General Conditions, the Purchase Order and/or the Contract; or
- c. Information that was already in the possession of the supplier at the time of the disclosure by CTT and that had not been directly or indirectly obtained through CTT, provided that the supplier immediately informs CTT, after becoming aware, of their prior knowledge;

22.5 The Supplier undertakes to ensure that its employees and subcontractors who access the information described above are bound by legal or contractual confidentiality obligations and are responsible for the possible violation of these confidentiality obligations by the persons or entities concerned.

22.6 The confidentiality obligations of this clause shall remain in force for a period of three years from the date of termination, for whatever reason, of the Contract or the cessation of supply of the goods and/or services, if the Contract does not exist.

22.7 Any public disclosure regarding the Contract or of the relationship established between CTT and the supplier must be subject to prior written approval by CTT.

22.8 The Supplier must destroy all documents, records and files containing Confidential Information, in original or copy, whatever the respective support, as soon as the reason for their availability by CTT ceases and, in any case, after termination of the Contract.

## 23. PROTECTION OF PERSONAL DATA

23.1 The Supplier recognises and accepts that, if the supply of goods and/or services to CTT involves the processing of personal data, including those of customers, employees, or representatives of CTT, the Supplier will act, for the purposes of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 regarding the protection of individuals with regard to the processing of personal data and the free movement of such data and which repeals Directive 95/46/EC ('General Data Protection Regulation'), as a 'subcontractor' of CTT.

23.2 In the case mentioned in the previous paragraph, the Supplier undertakes to process such personal data only for the purpose of complying with the General Conditions, the Contract and the supply of goods and/or services to CTT, and is also committed to processing personal data in strict compliance with the instructions of CTT, unless the processing is required by the law of the European Union or of a Member State to which the Supplier is subject, in which case the Supplier must inform CTT first of the beginning of this processing, unless such information is required by law for important reasons of public interest.

23.3 In addition, with regard to the possible processing of personal data to be carried out on behalf of CTT, the Supplier is bound to:

- a. Ensure that the persons authorised to process personal data have made a commitment to confidentiality or are subject to appropriate legal confidentiality obligations;
- b. Not subcontract another subcontractor ('sub-subcontractor') without specific authorisation from CTT in advance and in writing. In the event of sub-subcontracting, in order to guarantee the security of personal data, the supplier undertakes to bind the sub-subcontractor, through a contract or any other binding act under the terms of European Union law or the applicable law of a Member State, to the same obligations regarding the protection of personal data established in these General Conditions, as well as in any other legal acts practiced between CTT and the Supplier, namely in instructions or in the authorisation of sub-subcontracting. In any case, the Supplier remains responsible for acts or omissions of the sub-subcontractor as if these had been carried out or omitted by the Supplier itself. If the data processing by the sub-subcontractor takes place outside the European Economic Area, all requirements set out in the General Data Protection Regulation must be observed before data transfer;
- c. Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state-of-the-art techniques, the costs of implementation and the risks of varying likelihood and severity for the rights and freedoms of data subjects;
- d. Provide assistance to CTT so that they can prove the compliance of the processing with the security obligations established in the General Data Protection Regulation, namely with regard to the obligations of CTT regarding the violation of personal data, the assessment of the impact on data protection and high-risk processing (in accordance with Articles 32 to 36 of the GDPR), taking into account the nature, scope, context and purpose processing purposes, and the information available to the Supplier, meaning the information that the Supplier knows and that it should know;
- e. Not copy, reproduce, adapt, modify, alter, delete, destroy, transmit, reveal, or by any means communicate personal data that it processes under the Contract, the General Conditions or the supply of goods and/or services to third parties, unless specifically instructed by CTT to do so;
- f. Assist CTT in providing personal data subjects with information about their personal data, in providing data subjects with access to their personal data and, in general, to provide data subjects with the exercise of their rights, under the terms of the General Data Protection Regulation;
- g. Delete or return, as indicated by CTT, to CTT or a third party designated by it, in whole or in part, the personal data processed on behalf of CTT, after the supply of goods and/or services related to the processing has been completed, and to delete any existing copies, unless European Union law or the right of a Member State requires the Supplier to preserve the data, in which case the data is preserved for the purpose, for the period and under the terms strictly laid down in the applicable law and which the Supplier communicates to CTT. The subcontractor also informs CTT of the deletion of personal data within the period established by law;
- h. Provide CTT with all the information necessary to prove the compliance of the processing with the Contract, the General Conditions, with the General Regulation on Data Protection and with any other applicable regulations on personal data protection.
- i. Facilitate and cooperate with audits, including inspections, directed by CTT or any other entity designated by it;
- j. Notify CTT of any violation that potentially compromises the security of personal data processed on behalf of CTT (such as the transfer, access, loss, alteration, or disclosure to third parties, accidental, unauthorised, or unlawful), or any incident that directly or indirectly affects, or is likely to affect, the confidentiality, integrity, or authenticity of the data, as soon as possible under the circumstances and without undue delay, in any case within a maximum period of 24 hours from the moment the Supplier has gained knowledge of the fact. The notification must include all relevant information regarding the affected personal data, namely the elements described in paragraph 3 of Article 33 of the General Data Protection Regulation;

23.4 If the supply of goods and/or services involves the processing of personal data, by the Supplier, on behalf of CTT, the Parties undertake to conclude, in writing, in parallel or in attachment to the Contract (if applicable), or as soon as possible, an Agreement Relating to the Processing of Personal Data, which describes the subject and duration of the processing, the nature and purpose of the processing, the type of personal data to be processed, and the categories of data subjects covered.

23.5 The personal data that CTT needs to process in the context of the relationship established with the Supplier, for example of employees, representatives or contact persons of the Supplier, will be processed by CTT as responsible for the processing, and CTT undertakes to comply with their legal obligations in that capacity.

### 24. NOTIFICATIONS

Unless otherwise indicated by CTT, the communications that must be made in the context of the supply of goods and/or services will be made in writing, by registered letter with acknowledgment of receipt when this is the form required in the Purchase Order or in the Contract, or, if not, by any other means of communication accepted by the Parties to the addresses indicated in the Purchase Order or to other addresses that are communicated in writing between the Parties for this purpose.

### 25. APPLICABLE LAW

Portuguese Law shall regulate all phases of the relationship established between CTT and the Supplier, including the Purchase Order, Proposal, conclusion and execution of the Contract.

### 26. SETTLEMENT OF DISPUTES

In the event of litigation or dispute regarding the execution, interpretation, application or integration of the Purchase Order or the Contract, when an amicable and negotiated solution is not possible, the Parties hereby agree that the District Court of Lisbon has jurisdiction, expressly waiving any other.

### 27. GENERAL PROVISIONS

27.1 The invalidity of any provision of these General Conditions shall not affect the validity of the remaining provisions.

27.2 The execution of the Contract does not imply the existence of any solidarity link between the Supplier and CTT, each of them being responsible for the obligations arising from their respective activities, of whatever nature they may be, the Parties declaring that there is no corporate, labour, tax or social security link between them.

27.3 The tolerance of CTT regarding any violation of the provisions of these General Conditions will not constitute, in any case, a novation or waiver of any right.

### 28. IMPERATIVE PROVISIONS

Where any provision of the Contract or of these General Conditions is contrary to a mandatory provision of law which is applicable to them, the Parties shall replace the affected provision by one which is in conformity with the law and which achieves an economic result as close as possible to that which would result from the application of the replaced provision.