

ADDITIONAL PURCHASE ORDER CONDITIONS (B)
PROVISION OF SERVICES
Current as of 23rd May, 2018

1. PATENTS AND COPYRIGHTS

- (a) The Supplier expressly undertakes that the Company is the exclusive owner of all intellectual property or copyrights regarding all industrial models and drawings, processes, operation methods, systems, programs, patents, utility models, inventions or any other industrial or intellectual property rights set forth in the Law that may result from the execution of the services set forth in this agreement.
- (b) In addition to (a) above, and should that be the case, the Supplier hereby grants to the Company a royalty-free licence to use, itself or to allow third parties indicated by the Company to do so, any patents, inventions, drawings, specifications and/or any copyrights in respect of any goods/equipment supplied by Supplier to the Company under this agreement, even after termination of the same. This licence to use comprises the right to use and to modify, totally or partially, the referred patents, inventions, drawings, specifications and/or any copyrights.
- (c) The Supplier will not claim, entitle itself or invoke the ownership of any of the rights referred in the previous paragraphs and expressly undertakes not to perform or allow other parties to perform any actions in competition or forgery in violation of the Company's rights and further undertakes to actively co-operate with the Company whenever requested by the latter for the protection of such rights.

2. PERIOD OF WARRANTEE

- (a) In case the services provided by the Supplier include any construction and/or refurbishment works, and during the term of 5 (five) years as from the date of the reception of such works by the Company, or as from the date of the conclusion of the works of the repair or of the elimination of deficiencies, as the case may be, the Supplier shall be responsible towards the Company and/or any third parties for the perfection and durability of the construction and/or refurbishment works under the terms of the Portuguese Civil Code.
- (b) If any deficiencies, by which the Supplier is responsible, be detected in the construction and/or refurbishment works during the warrantee period, the Supplier shall immediately execute at its exclusive expenses all necessary works of correction and/or replacement indicated by the Company, except those resulting from the use of which the works are made for and that represent the normal depreciation arising from such use.

3. TERMINATION FOR DEFAULT OF SUPPLIER/PENALTIES

- (a) Termination of this agreement on the grounds of breach/default by the Supplier entitles the Company with the right to be indemnified in accordance with the terms of the Law.
- (b) Without prejudice of the above provision, if the Supplier does not accomplish the scheduled timing of the works or of the services, it must immediately present to the Company a contingency plan in order to make up for delay/lost time.
If the global timing of the Project or of the services performance is not accomplished, due to a delay, in respect of the agreed intermediate milestones of the project, imputable to the Supplier as agreed in the Timing Plan or in the Specification, as the case may be in respect of works or services respectively, the Supplier shall indemnify the Company by paying the following amounts:

0,5% of the value of the PO per each week of delay up to a maximum of 5% of the total value of the PO.

- (c) In addition to the above compensations and penalties and to the mandatory legal general civil liability provisions referred to in 3 (a) above (which include in particular all liability of the Seller in respect of damages caused to third parties and/or to their property, and to damages caused the employees of the Company and/or to its subcontractors), the Supplier will also be under the obligation to pay for any line stoppage and damages caused on vehicles, or on its components, due to the Supplier's deficiency on Project Management or to deficient and/or poor services performance, unless otherwise discussed and agreed, in writing, by the Supplier with the Company's Project Engineer or with the Area's contract responsible. The costs of repair will be calculated based on the costs of the materials and on the time spent to make such repairs by the Company's own repair staff and will be discounted on the Supplier's bank guarantee or on the subsequent invoices to be paid by the Company to the Supplier.

4. PERFORMANCE EVALUATION MATRIX

- (a) The services provided by the Supplier will be analysed and evaluated by the Company in accordance with the Performance Evaluation Matrix included in the Service Specifications and/or in the Protocol of Negotiation. The Parties agree and fully accept the model and principles of the Performance Evaluation Matrix, in the exact terms as set forth in the Service Specifications and/or in the Protocol of Negotiation and in such other terms and conditions as may be necessary for the performance of the evaluation matrix, including, without limitation, the acceptance of the judgments and understandings made by the Company in each evaluation to be performed by the same.
- (b) The Parties further acknowledge and agree to attribute to the penalties provided for under the Performance Evaluation Matrix the nature of penalty clauses provided for in paragraph 1 of article 810^o of the Portuguese Civil Code, without prejudice of the liquidation of any exceeding damages;
- (c) If the assumptions for the application of the penalties provided for under the Performance Evaluation Matrix are met, the corresponding amounts will be allocated and charged/deducted from to the invoice(s) payable by the Company to the Supplier.
- (d) During the first 3 (three) months of this agreement, or any other period to be considered by the Company as a launch period, the Company may decide, on its sole discretion, not to charge the Supplier for the Performance Evaluation Matrix results.
- (e) The evaluation of the Supplier pertaining to its performance under the Performance Evaluation Matrix does not exclude its entire legal and financial responsibility in case the development of its activities within the scope of this agreement causes any damages or losses to the Company, its activities and/or to its business continuity.
- (f) In case a service is not performed according to the Performance Evaluation Matrix or is not performed at all, the Company reserves the right to contract other service providers to perform the service and may debit the correspondent costs to the Supplier until it proves that it can perform the service entirely and in a form considered adequate and acceptable by the Company. If, at the Company's sole judgment, the Supplier is not able to perform the services at all, the Company is entitled to, at any time in which it reaches such conclusion, and in addition to the debit of the above referred costs, terminate the agreement in accordance with Clause 3 (a) and to be compensated/indemnified for all damages arising from such breach and for the termination of the agreement in accordance with the applicable Law.

5. TRANSITIONAL PERIOD

- (a) At the end of the agreement, irrespectively of the cause, and should that be the case, the Supplier undertakes to comply with all the actions that may be requested by the Company in order to allow a smooth, seamless, orderly and efficient transition and handover to a new Supplier in a timely fashion and without disruption of any of the Company's activities and of its business continuity.
- (b) If needed and so requested by the Company, the Supplier accepts to maintain the provision of the services after the end of the agreement for a minimum period from 30 to 90 days (period length to be defined by the Company - Transitional Period) in order to allow a smooth transition. This Transitional Period will be paid on the same terms and conditions as on the previous period and without any additional costs whatsoever to Company. In providing the services in the Transitional Period, the Supplier undertakes to exercise at least the same degree of care as it has historically exercised in providing and performing such services, including (i) at least with the same level of quality, responsiveness and timeliness and (ii) using staff of the same experience, training and skill.

- (c) The final payment of the Company to the Supplier will only be processed after all actions mentioned in 5 (a) and 5 (b) above are entirely fulfilled at the Company's sole judgment. This final payment will be deducted from any and all amounts of expenses and/or costs incurred by the Company as a result of the breach by the Supplier of the obligations set forth in 5 (a) and 5 (b). The final payment may also be deducted from the penalty corresponding to 50% of the total expenses and costs incurred by the Company as a result of the breach by the Supplier of the obligations set forth in this Clause 5.

6. SUBCONTRACTING AND ASSIGNMENT OF CONTRACTUAL OBLIGATIONS

- (a) The Supplier may not subcontract, totally or partially, the execution of this agreement, without the prior written consent of the Company. The Supplier shall inform the Company, in writing, of the subcontractors it uses duly authorised by the Company.
- (b) In the event that the Company accepts sub-contractors, all the obligations established for the Supplier and its employees and/or collaborators, shall be fully applicable to the sub-contractors, their employees and/or collaborators being the Supplier fully responsible for its obligations hereunder and solely responsible for payments due to such subcontractors. Neither the sub-contractors nor their collaborators and/or employees shall enter into a contractual relationship with the Company.
- (c) The Supplier may not assign to third parties, in any form, the fulfilment of its obligations with respect to the Purchase Order, unless the Company has granted its written consent to such assignment. Supplier may assign credits due to the Supplier and to become due under the Purchase Orders provided however, that the Company shall be entitled to assert against the assignee thereof all rights, claims, and defences of every type (including, without limitation, rights of setoff, recoupment and counter claim) which the Company could assert against the Supplier, whether acquired prior to or subsequent to such assignment.