

1. General definitions

- The present general purchasing conditions apply to all purchases of goods and services (hereinafter "Purchase") from third parties (hereinafter "Suppliers") by LA Medical – Fabricantes de Instrumentos Cirúrgicos, Lda. (hereinafter "L.A. Medical").
- "Request for quotation" means the request for prices, delivery times, shipping costs and terms of payment. The special conditions of execution are also provided.
- "Purchase order" means the document that accepts the quotation conditions and grants the Purchase.
- "Order confirmation" means the document that accepts the order and its conditions. In this document, the Supplier shall indicate all the conditions and costs associated with the Purchase.

2. General conditions

- Any particular conditions agreed upon between L.A. Medical and the Supplier, prevail over these general purchasing conditions.
- All Purchases made by L.A. Medical are regulated by these general purchasing conditions, available at www.lamedical.pt, on the Downloads menu, General Conditions submenu.
- These conditions prevail over any other terms and conditions of the Suppliers.
- The Supplier declares to accept these general purchasing conditions if it sends an Order Confirmation or if within 2 business days after receipt of the Purchase order, it does not declare its non-acceptance.
- The Purchase order is only valid when made in writing and signed.
- L.A. Medical may at any time change the terms of the Purchase order that will be done in writing condition, and will only be valid if approved by the Supplier. The purchase order is considered approved if within 3 business days the Supplier does not disapprove it. Additional costs or change in delivery time will be negotiated with Supplier upon approval.
- The Request for quotation by L.A. Medical does not imply any obligation of acquisition.
- The Supplier, when accepting the Purchase order, acknowledges that he has the capacity to comply with it (technical information, quality and quantity).
- Any questions, deviations from the order or proposed changes to the Purchase Order by the Supplier shall be made in writing form and may only be carried out after acceptance of L.A. Medical.
- For all documents provided by L.A. Medical that are in a different language other than Portuguese, it will be assumed that the Supplier is qualified for interpretation unless otherwise indicated.

3. Supply

- The Purchase order must be fulfilled by the Supplier in accordance with the technical specifications indicated by L.A. Medical, within the defined deadlines, under the conditions of supply, quantities established and defined quality, particular conditions of order and in good condition.
- The Supplier undertakes to immediately notify L.A. Medical of any condition that may affect the execution of the Purchase Order.
- The Supplier shall make available to L.A. Medical all documentation (Certificates or Technical Data Sheets) regarding the Purchase, even if not mentioned in the Purchase order.
- The Supplier is responsible for obtaining any import / export authorization or license that proves necessary.
- The Supplier is obligated to comply with and enforce to its personnel, all technical regulations, instructions and standards legally applicable and indicated by L.A. Medical in the Purchase order. These cannot be changed without the written consent of the same.
- Supplier is expressly prohibited (except prior written agreement) from: assigning or subcontracting part or parts of the Purchase order;
- If L.A. Medical agrees that Supplier will subcontract part or parts of the Purchase order, the supplier will be solely responsible to L.A. Medical for the correct execution of the order.

4. Acceptance of the Purchase order

- Acceptance of the Purchase order must be made in writing form, with the sending of an Order Confirmation (if applicable).
- If the Purchase is delivered at L.A. Medical up to 2 business days after the Purchase order is sent, these general purchasing conditions will be deemed accepted even if the Order Confirmation has not been sent.

5. Confidentiality

- The Supplier undertakes not to use or disclose to third parties any information made available by L.A. Medical.

- This confidentiality obligation extends to Supplier or subcontracted employees (if applicable) and subsists even after the Purchase order has been completed.

- The Supplier undertakes to keep in a safe place all documentation or material placed at its disposal for the execution of the Purchase order and must return it whenever requested and under the conditions that have been delivered to it.

6. Prices

- Quoted prices are fixed and not subject to revision.
- The quotations presented by the Supplier must indicate the price in Euros.
- In the Order Confirmation, prices must already include packing, shipping and insurance costs for delivery to L.A. Medical.
- Any other debits other than those mentioned in the Order Confirmation or in accordance with the particular agreed conditions, will not be accepted.

7. Packaging and delivery

- The Supplier undertakes to provide the Purchase identified with product reference and batch number (if applicable) for the purposes of traceability, as well as wrapped and preserved.
- The Supplier is obligated to indicate the Purchase order number in all documentation accompanying the Purchase (delivery note, invoices ...) and in all correspondence.
- All risks of transportation and storage of the Purchase will be the responsibility of the Supplier (unless otherwise agreed).
- Delivery of the Purchase must be at L.A. Medical's facilities (unless otherwise indicated).

8. Incoming inspection of Purchase and nonconformities

- All Purchases are subject to incoming inspection and approval by L.A. Medical. In the case of non-conformities, the Supplier will replace them, paying all costs for return, repair and replacement.
- Nonconformities will be raised whenever anomalies, delays, poor packaging, incompatibilities with technical specifications, supplier's catalog and current regulations are determined. Nonconformities must be followed by corrective actions by the Supplier.
- The Supplier, prior to sending the Purchase, must carry out all the tests according to the specifications of the Purchase order, in order to avoid substitutions and changes in the delivery date.
- In order to be able to conduct audits, the Supplier shall give free access to its facilities to L.A. Medical representatives.

9. Delivery time

- The Supplier undertakes to comply with the delivery dates defined in the Order Confirmation (if applicable).
- The Supplier, upon receipt of the Purchase order and not being able to meet the established delivery date, must inform LA Medical immediately in writing form, of the reasons for the delay and the new delivery date. L.A. Medical is entitled to maintain or waive the Purchase order.

10. Warranty

- Suppliers are obligated to provide a period of 24 months of guarantee, beginning on the date of incoming inspection.
- During the warranty period, the Supplier undertakes to correct, repair or replace at its own risk all Purchases that show deficiencies or incompatibilities with the Purchase order.

11. Payment conditions

- Payment terms are defined in the Order Confirmation and under the particular conditions agreed between L.A. Medical and the Supplier.
- All Purchases that present nonconformities, partial deliveries or are not accompanied by technical documentation, the term of payment will only start counting after resolved situation, regardless of whether the invoice has already been received.

12. Final Clauses and Applicable Legislation

- The invalidity of any provision of these general purchasing conditions does not affect the validity of the remaining ones.
- These general purchasing conditions and other documentation mentioned are governed by current Portuguese legislation.