



Trading Supplier Terms & Conditions

In this document the commercial name “GS Matika” corresponds to the registered name “Giannetti & Silva IT Management, Lda”.

Definitions

1. These Terms and Conditions will apply to each sale of goods by the Supplier to GS Matika, trading under the name GS Matika. GS Matika may amend these Terms and Conditions at any time on written notice to the Supplier.

2. In these Terms and Conditions:

(a) "business day" means any day other than a Saturday, a Sunday, and a public holiday in Portugal; (b) "Consignment" means all the goods listed in a Purchase Order.

Purchase Orders

3. All discussions between the Supplier and GS Matika (whether verbal or written) will remain non-binding until the issue of a completed and signed purchase order by GS Matika (a "Purchase Order"). Both parties will be deemed to have agreed to the sale described by a Purchase Order unless, within two business days of its issue, one party gives written notice to the other that the details of the Purchase Order do not correspond with the previous discussions.

4. These Terms and Conditions and each related Purchase Order:

(a) contain the whole agreement between the parties in respect of each sale of a Consignment; and (b) supersede and replace any prior written or oral agreement, arrangement or understanding between the parties in respect of each sale of a Consignment.

Collection/Delivery

5. The Supplier shall ensure that each Consignment is packed and secured in such manner as will enable the goods to arrive at GS Matika without deterioration in their condition. Further, the Supplier shall ensure that a clear and detailed packing list bearing the Purchase Order number is securely attached to both the outside and inside of each Consignment.

6. Unless otherwise specified in the Purchase Order, delivery of the Consignment shall be ex works (Incoterms 2010) from the Supplier's premises or other location specified by the Supplier.

Warranties

7. The Supplier represents and warrants the following at the time that GS Matika acquires title of each Consignment:

(a) the Supplier is entitled to sell the goods to GS Matika (b) the goods are free and clear from any liens, claims, restrictions, charge or encumbrance; (c) the goods are genuine products manufactured by the brand owner or its licensees; (d) the brand owner has authorized the goods contained in the Consignment for sale in the European Economic Area; (e) the import, sale or use of the goods anywhere in the world will not infringe any type of intellectual property right of any third party and the import or sale of the goods will not constitute a parallel import for the purposes of an EU or other legislation; (f) the goods comply with all applicable laws and regulations within the European Economic Area; (g) the goods are of satisfactory quality, and also meet GS Matika Stock Grade Guidelines (a copy of which is available from GS Matika on request); (h) the goods are new and for retail sale (unless otherwise stated on the Purchase Order); (i) the goods have not been registered with any end user (unless otherwise stated on the Purchase Order) (j) the goods match the part code, description and quantity on the Purchase Order; (k) the goods are in good operating condition, subject to normal wear and tear and are of good, usable, merchantable quality in case goods are second hand or refurbished.

Acceptance

8. Where any of the goods in a Consignment breach any of the warranties in clause 7, then:

(a) GS Matika may reject the entire Consignment provided that it gives written notice of this rejection within 90 days of having acquired title; or (b) GS Matika may reject the specific goods that breach any of the warranties in clause 7, provided that it gives written notice of this rejection within two years of having acquired title.

9. Where GS Matika exercises its right of rejection under clause 8, the Supplier shall replace the goods or Consignment, repay the relevant sums paid by GS Matika, or provide a credit for the relevant sums paid by GS Matika (with the remedy to be at the choice of GS Matika).

10. In respect of a rejected Consignment, the Supplier shall also:

(a) provide GS Matika with a credit for the transport and insurance costs incurred by GS Matika (where it originally collected the Consignment from the Supplier); and (b) arrange the collection and return of the Consignment from GS Matika.

Indemnity and Assistance

11. The Supplier indemnifies GS Matika against all losses, damages, costs and expenses incurred by GS Matika in connection with any claim by a third party which, if proven, would result in a breach of any warranty under clause 8. Without limitation, the indemnity shall include reimbursement of any legal costs in dealing with such claims and any damages paid on the advice of the legal advisers of GS Matika in settling such claims.

12. At the request of GS Matika, the Supplier shall promptly provide such information in its possession or control in relation to a Consignment as GS Matika may reasonably require in order to defend any claim by a third party and shall use its best endeavours to obtain any related information from relevant third parties.

Miscellaneous

13. Neither party may assign or transfer any right or obligation under these Terms and Conditions or under any Purchase Order without the written consent of the other party.

14. Each party may set off any amounts owed to it by the other party against any amounts payable by it to the other party.

15. No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it.

16. The remedies provided under this Agreement are in addition to any provided by law and are without prejudice to the indemnity provided under clause 11.

17. In the event of any conflict between these Terms and Conditions and a Purchase Order, the Purchase Order shall prevail.

Law and Jurisdiction

18. These Terms and Conditions and each related Purchase Order, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of the CISG and governed by the Portuguese Courts.

19. The parties irrevocably agree that the courts of The Portuguese shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions and each related Purchase Order or their subject matter. For the avoidance of doubt, nothing in these Terms and Conditions shall prevent the parties from enforcing any order obtained in the Portuguese courts in any appropriate jurisdiction.