



## **QLS AUTOMOTIVE,Lda (QLS) Terms and Conditions of Contract**

### **A Introduction**

1. The terms and conditions (the “Conditions”) under which QLS shall provide the Services to the Client are set out below to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document) and no variation or contrary stipulation by the Client, shall be of any force or effect unless confirmed in writing and signed by a director of QLS.
2. These Conditions apply to all contracts of whatsoever nature entered into by QLS.
3. Failure by QLS on any occasion to enforce any of these Conditions shall not be construed as a waiver of its rights to enforce such Conditions on future occasions.

### **B Definitions**

In these Conditions the following words shall have the following meanings, unless the context otherwise requires:

1. An “Affiliate” shall mean in respect of each party, any company which at the relevant time is the ultimate holding company of that party or a subsidiary (whether direct or indirect) of that party's ultimate holding company; a company is a "subsidiary" of another company, its "holding company", if that other company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it, or if it is a subsidiary of a company which is itself a subsidiary of that other company.
2. The “Client” shall mean the person(s), firm or corporate body to which any Services are supplied by QLS in the course of its business.
3. “CCP” means QLS’ Control Check Plans.
4. “Contract” means any contract between QLS and the Client for the provision of Services.
5. “OAF” means QLS’ Order Authorisation Forms.
6. “Price” shall have the meaning given at Condition F(1).
7. “QLS” shall mean QLS Automotive, Lda company registered by the fiscal number 506176762 or any of its Affiliates.
8. The term “QLS Operative” means an employee of QLS, its agent or sub-contractor.
9. “Services” shall mean those services supplied by QLS to the Client, as described in an OAF or as otherwise agreed.

### **C Application of Conditions**

1. Each order placed with QLS by the Client for the performance of the Services shall be deemed to be an offer by the Client for QLS to provide the Services subject to these Conditions.



2. No order placed by the Client shall be deemed to be accepted by QLS until an OAF is issued by QLS or (if earlier) QLS performs the Services.
3. Any quotation is given on the basis that no contract will come into existence until QLS despatches an OAF to the Client. Any quotation is valid for 30 days only from its date unless otherwise stated in writing on the quotation, provided that QLS has not previously withdrawn it.
4. No variation to these Conditions shall be effective unless agreed in writing and signed by a director of QLS.

#### **D Provision of the Services**

1. QLS shall provide the Services to the Client in accordance with these Conditions.
2. The Client shall grant QLS reasonable access to those parts of the Client's site, or procure for QLS reasonable access to those parts of the Client's customer's site, in respect of which the Services are to be provided, during normal business hours, to enable QLS to comply with its obligations under these Conditions.

#### **E Client Obligations**

1. Where the Price is to be calculated on a time basis and while providing the Services, a QLS Operative shall present a timesheet or CCP to the Client for signature at least once per week and the Client shall verify and sign such timesheet or CCP. Where the Services are to be provided for a period of less than one week or where the Services are completed before the end of the final week, the CCP shall be presented by a QLS Operative on completion of the Services. In lieu of a signed original timesheet or CCP, QLS shall accept either a fax copy of the signed original timesheet or CCP or an email from the Client acknowledging the details on the timesheet or CCP.
2. The Client shall properly service and maintain any of its equipment to be used in the provision of the Services and shall take all action required by law regarding the health and safety of QLS Operatives using the Client's site and shall procure the health and safety of QLS Operatives using the Client's customer's site.
3. The Client's signature or email acknowledgement of such time sheets / CCPs shall constitute *prima facie* evidence that the Services have been provided, that the QLS Operative(s) has worked for the hours indicated on the time sheets and that such Services were provided to the Client's satisfaction.

#### **F Payment of Fees**

1. In consideration of the provision of the Services, the Client shall pay to QLS either the price specified in the relevant OAF or, where no price is so specified, at QLS' standard rates (including relevant overtime rates) prevailing when the Client's order is accepted (which are available on request) (the "Price").
2. In addition to the Price, the Client shall pay to QLS all travel, accommodation and other expenses as are incurred by QLS or a QLS Operative in providing the Services. Expenses shall be itemised on each invoice issued by QLS and charged at cost plus 5%.
3. All fees and other charges are exclusive of any applicable VAT and any other tax or duties, which the Client shall additionally be liable to pay QLS.
4. All invoices rendered by QLS to the Client must be settled within 30 days of the date of the invoice.



5. The Client shall make all payments due to QLS without any deduction whether by way of set-off, counterclaim, discount abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by QLS to the Client.
6. If the Client fails to make payment by the due date then, without prejudice to any other right or remedy, QLS shall be entitled to:
  - a. suspend any further performance of the Services; and/or
  - b. to charge interests rates at the time of the breach, according to the commercial law at the moment,
7. Time for payment of all sums due by the Client to QLS shall be of the essence.

### **G Warranties**

1. QLS shall use reasonable skill and care in providing the Services and will provide the Services in a workmanlike manner.
2. Other than the limited warranty set out above, all other terms, conditions warranties, representations and guarantees (whether express or implied) are excluded to the fullest extent permitted by law.

### **H Indemnity & Limitation of Liability**

1. The Client shall indemnify QLS on demand against all liability, losses, expenses, costs, damages, actions, claims and demands incurred by QLS in any way resulting from the acts or the omissions of the Client in relation to these Conditions (including in relation to any of the Client's customers to whom the Services relate).
2. QLS shall not be responsible for and excludes all liability of any kind in respect of any losses, liabilities, expenses, costs, damages, actions and claims suffered by the Client and arising from products manufactured or supplied or processes devised by third parties.
3. QLS shall not be liable to the Client by reason of the provision of the Services, any representation, or any implied warranty, condition or other term or any duty at common law or under the terms of these Conditions, for any loss of data, loss of profit, business, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of QLS, its employees, agents, sub-contractors or otherwise) which arise out of or in connection with these Conditions.
4. QLS' aggregate liability to the Client, howsoever caused and whether for breach of contract, negligence or otherwise (except in relation to fraudulent misrepresentation or death or personal injury caused by QLS' negligence) shall in no circumstances exceed the amounts paid or payable to QLS by the Client at the date on which the claim arises.
5. Nothing in these Conditions is intended to be, nor shall it be construed as being an attempt to exclude or limit QLS' liability for death or personal injury caused by the negligence of QLS.

### **I Non-solicitation**

1. During the term of any Contract and for 6 (six) months thereafter, the Client shall not (whether directly or indirectly), without QLS' prior written consent:



- a. solicit, employ or engage the services of any technical or managerial person who has been materially engaged by QLS, in the 12 month period immediately preceding such solicitation, in the performance of the Services; or
  - b. introduce any QLS Operative, or any person who in the 12 month period immediately preceding such introduction has been a QLS Operative, who has worked in a technical or managerial capacity to any other employer (instead of introducing QLS itself) to perform services similar to the services provided by QLS.
2. The undertaking set out in Condition I(1) shall not apply in respect of any person who (and without having been previously approached directly or indirectly by the Client) responds to a general recruitment advertisement placed by (or on behalf of) the new employer.
  3. If the Client breaches Condition I(1), then it shall pay QLS an amount equivalent to 15% of the aggregate remuneration the former QLS Operative will earn in the first year of employment or engagement by the Client or third party irrespective of whether such employment or engagement in fact endures for one year or any lesser period in recognition of the disruption that such breach would cause to the efficient conduct of QLS' business.
  4. The Client acknowledges that of the provisions contained in Conditions I(1) and I(3) each represents a fair, reasonable and independent term, which in the case of Condition I(1) is intended to protect QLS' business against competition by an employee, and in the case of Condition I(3) is intended to be a genuine assessment of the loss likely to be suffered as a result of breach of Condition I(1).

## **J Proper Law of the Contract**

1. Unless agreed otherwise in written, the contracts will be ruled by the portuguese law and any issue emanated from it, should be ruled at the portuguese courts, safeguarding the possibility of QLS, if it so wants to, claim judicially the client at any competent court.

## **K Termination**

1. Unless otherwise agreed in writing, QLS may terminate a Contract by giving the other party 7 (seven) days prior written notice to terminate the Contract.
2. If for any reason the Client purports to terminate any Contract, the Client shall immediately pay all outstanding invoices as well as the amount which would have been due to QLS for the balance of the period that would have been required to complete the work, if it had been required to work this in full, irrespective of whether this amount has been invoiced or not.
3. QLS shall be entitled to terminate provision of the Services (in whole or in part) and any Contract immediately on written notice if the Client:
  - a. to alienate, in all or in part its assets, put an end to its commercial activity; present itself to insolvency or being asked its insolvency; to suffer a reduction of its capital or assets, resulting of any cause, such as a judicial one; to suffer an attachment of any property or asset; or in general, having a substantial reduction on its assets that could create a problem with the payment of its debts towards QLS or to a third person or company, or in case QLS suspects, within reasonable terms, that the client can be exposed to any of the liabilities referred above; or



- b. commits a material breach of these Conditions which, if capable of remedy, has not been remedied within 30 days of receipt of a written notice specifying the breach and requiring its remedy; or
  - c. fails to pay any sum due to QLS on the due date.
4. Upon termination of a Contract, without prejudice to any other rights or remedies QLS may have, all payments due to QLS shall become immediately due and payable.

## **L Miscellaneous**

1. If any provision of these Conditions is held by any competent authority to be invalid, illegal or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
2. The parties enter into these Conditions as independent contractors and, in particular, QLS is not an employee, agent or partner of the Client.
3. None of the rights or obligations of the Client under these Conditions may be assigned or transferred in whole or in part without the prior written consent of QLS.
4. QLS shall not be liable to the Client or be deemed to be in breach of a Contract by reason of any delay in performing, or any failure to perform, any of QLS' obligations under a Contract, if the delay or failure was due to any cause beyond QLS' reasonable control. Without limitation, the following shall be regarded as causes beyond QLS' reasonable control: Act of God, explosion, flood, tempest, fire, fog and other meteorological conditions, war or threat of war, sabotage, malicious damage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority; strikes or other industrial actions or trade disputes (whether involving employees of QLS or of a third party); difficulties or delays in obtaining labour, fuel, equipment or supplies or transport delays; power failure or breakdown in machinery or equipment or other contingencies preventing or delaying manufacture; or any acts or omissions of QLS' sub-contractors. If, for any reason, QLS believes that it will be unable to perform or fulfil all, or any part of, the Services, it shall promptly inform the Client.
5. The Client acknowledges that it has not purchased the Services in reliance on any statement or representation, whether or not made by QLS, except in so far as the representation has been incorporated into these Conditions. The Client irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind these Conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in these Conditions.