

# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF TRANSPORT SUBCONTRACTING (Portugal)

## **1. Scope :**

These general terms and conditions for the purchase of transport subcontracting (the "TS GTC") are applicable when the entities of the STEF Group ("STEF"), carry out, on behalf of their customers, activities of transportation of goods under controlled temperature in Portugal and abroad, and entrust the performance of these operations ("Services") to a third party transportation company ("Subcontractor"). STEF and the Subcontractor are referred to as the "Party" or the "Parties", when together.

The services entrusted by STEF to the Subcontractor are carried out under a subcontracting agreement ("Agreement"), consisting of the following documents, in descending order of precedence:

- the freight confirmation and/or any other instructions given;
- the specific conditions negotiated between the parties and their annexes;
- the present General Conditions of Purchase for the Subcontracting of Transport (TS GTC).

The Contract cancels and replaces any previous document on the same subject concluded between the Parties, unless a specific agreement has been signed. Execution of the Contract by the Subcontractor implies unreserved acceptance of all its terms.

The Parties agree to submit their relations to common law and to all the legal provisions governing the subcontracting of the transport of goods by road under controlled temperature, in particular the Decree-Law no. 239/2003, of 4 of October, the Decree-Law no. 257/2007 of 16 of July for the national transport of goods by road, and the Geneva Convention of 19 of May of 1956 (CMR) for international transport.

With regard to health regulations, the Parties agree to refer to the national and European provisions in force on the date of performance of the Services, which the Subcontractor declares to respect.

## **2. Obligations of the Subcontractor:**

In the case of an obligation of result, the Subcontractor undertakes to adopt all the measures necessary for the complete execution of the Services, which it is not authorized to subcontract, except with the written agreement of STEF, assuring STEF:

**2.1.** Ensuring compliance with all legislation and regulations in force at the time the Services are provided, particularly with regard to transport:

(i) presentation of a copy of the current road haulage license, a certified copy of which must be kept on board the vehicles;

(ii) comply with current legislation on driving and rest times;

(iii) ensure that the vehicles carrying out the Services comply with the health and transport regulations in force;

(iv) ensure compliance with all specific regulations, in particular customs, relating to the transportation of certain goods (e.g. goods subject to excise duty);

(v) ensure compliance with national and European cabotage regulations.

In the event of non-compliance with any of the provisions of article 2.1, the Subcontractor shall be in serious breach and STEF may terminate the Contract under the conditions set out in article 15.

**2.2.** Take all steps to ensure that the Services are carried out in accordance with the instructions given by STEF.

**2.3.** Adopting the necessary procedures during the handling and transport of the goods in order to avoid any loss, damage or malfunction to the goods, ensuring in particular that the goods are: (i) kept in secure vehicles (ii) protected against any unauthorized interference throughout the duration of the entrusted transport operations.

**2.4.** Only use equipment that is suitable for the goods to be transported and the platforms where loading and unloading takes place. The vehicles used must be equipped with temperature recording devices. They must be in perfect working order, maintained and cleaned, both inside and out.

**2.5.** Keeping and returning in perfect working order the traceability tools or any other equipment provided by STEF at the end of the Contract.

**2.6.** Carry out the services with reliable, experienced and competent drivers who have the necessary permits, licenses and training to transport goods under controlled temperature.

**2.7.** Respecting the safety protocols and all the hygiene and safety instructions in force at the various loading and unloading sites.

**2.8.** Comply with the procedures for the execution and performance of the Services. In this regard, it shall in particular (i) inform STEF, using its own means and/or any tools provided and within the time limits indicated, of the monitoring of the Services, (ii) return to STEF all transport documents at the end of the deliveries made (within forty-eight (48) hours or seventy-two (72) hours in the case of international transport) (iii) return the pallets delivered to it by STEF in accordance with the provisions of Article 9 below.

**2.9.** Strictly adhering to the timetables and other instructions given to them and informing STEF in real time of any event that could jeopardize compliance with these instructions.

**2.10.** Inform STEF of any difficulties encountered in performing the Services as soon as possible, enabling STEF to remedy such difficulties.

### **3. STEF's obligations :**

As Subcontractor, STEF undertakes to ensure the compatibility of the instructions given to the Subcontractor,

(i) with respect for working hours, driving times and rest periods;

(ii) with the applicable cabotage rules, and to pay the invoices issued by the Subcontractor in accordance with the conditions and deadlines indicated in Article 12 of these TS GTC.

STEF may ask the Subcontractor to perform ancillary services, which will be formalized through a new contract.

### **4. Transport Documents :**

It is the Subcontractor's responsibility to check that he has the transport documents accompanying the goods, which allow him, in particular, to be identified as the carrier carrying out the transport and, failing that, he must identify himself in said documents.

The Subcontractor undertakes to ensure that all the documents accompanying the transported goods are correctly monitored. In addition, all the transport documents referred to in these TS GTC apply to both the paper and electronic versions.

### **5. Communicating instructions :**

The initial instructions for the Services are contained in the Contract and/or, where applicable, in the freight confirmations, as well as in all other instructions sent prior to the provision of the Services, in particular the special conditions and their annexes. These instructions may be supplemented by a route order containing all the elements necessary for the proper execution of the operations. Any new instructions from STEF aimed at changing the initial conditions of performance of the Services must be given or confirmed immediately to the Subcontractor, in writing or by any other means that allows them to be memorized.

### **6. Health Safety – Temperature :**

The Subcontractor takes charge of the temperature-controlled goods and undertakes to keep them at the temperatures indicated by STEF or, failing that, depending on the nature of the goods, in accordance with the regulations in force, throughout the duration of the Services.

The Subcontractor must present the cargo with a vehicle that has previously been cooled to the temperature required for loading. It is imperative that the temperature is checked on departure and arrival of the goods and recorded throughout transportation. In the event of a temperature anomaly, the Subcontractor shall take the necessary measures to preserve the goods and shall immediately inform STEF, pending instructions. The Subcontractor undertakes to deliver the temperature records to STEF within a maximum of forty-eight (48) hours. The Subcontractor must provide its drivers with a probe thermometer in accordance with EN 12830, duly calibrated to carry out all temperature checks.

Additional instructions on the regulation of refrigeration units may be provided.

The Subcontractor undertakes to respect the same level of demand that STEF guarantees its customers, particularly in the context of its group policy on quality, hygiene, cold control and food safety, available at the following address: <https://www.stef.com/documents-securite-sanitaire>.

By failing to comply with the provisions of this article, the Subcontractor will be committing a serious breach of its commitments towards STEF, which may then terminate the Contract under the conditions set out in Article 15 below.

## **7. Loading goods :**

When goods are collected from outside STEF premises, the subcontractor must carry out a quantitative and qualitative check, as well as a temperature check. This check must be recorded on the delivery note.

In the event of any anomaly, whatever its nature, the Subcontractor must immediately inform STEF, which will give instructions. The subcontractor must record the reservations on the delivery note.

Before departure, the Subcontractor carries out an external inspection of the cargo, from the point of view of the preservation of the goods, particularly with regard to normal air circulation. If it is impossible to access the loading bay, the Subcontractor must indicate this on the delivery note.

If several goods are loaded onto the same vehicle, the Subcontractor must ensure that any new load does not affect the goods already loaded (health compatibility, integrity, road safety).

If the Subcontractor is instructed to seal the vehicle, he shall do so after loading, before departure, and shall indicate the seal number on the delivery note.

## **8. Delivery :**

The driver must record the time of arrival at the place of unloading on the transport document. During the unloading of the goods, whether the subcontractor participates or not, he must be present during the checks on the goods carried out by the consignee.

The Subcontractor must inform STEF systematically and in real time of the time and status of each delivery made, using the traceability tools provided by STEF. In order to monitor the Services, the Subcontractor allows STEF to access the geolocation data of its on-board computer system.

### **8.1. Anomaly management :**

In the event of an anomaly on delivery by the consignee, the Subcontractor shall carry out a contradictory check of the goods and note its observations on the delivery note in the event of a disagreement.

If the anomaly is temperature-related, the Carrier must check it with its thermometer. In the event of refusal of the goods by the consignee, the Carrier shall immediately contact STEF and await its instructions, taking all appropriate measures to protect STEF's interests.

If the anomaly gives rise to an expert opinion initiated by STEF, the Subcontractor must immediately inform its insurer.

### **8.2. Special case of payment on delivery :**

The Subcontractor must receive cash on delivery, if the amount is less than € 1.000,00 (one-thousand euros), or checks for payment on delivery. Checks must be made out directly to the shipping customer. The Subcontractor must not accept checks made out to himself or to STEF. The Subcontractor must return the checks or cash, accompanied by the delivery note, to STEF when the delivery is returned.

## **9. Load bearing :**

### **9.1. Pallets :**

In each operation (loading/delivery), the Haulier exchanges the pallets entrusted to it (collects the same number of empty pallets). If this doesn't happen, the number of pallets delivered is recorded and the Haulier undertakes to deliver them to the collection point within a maximum of thirty (30) days. Every month, a balance sheet is drawn up of the pallets delivered and returned, which are exchanged by any means. This document indicates the pallet debt, which allows STEF to issue an invoice for the cost of the missing pallets, plus the transportation cost borne by STEF (return of the supports

to the defined location) and the administrative costs arising from this. In the absence of payment of this invoice or the return of the pallets, and after an unsuccessful notification, it may exceptionally be offset against the invoices issued by the Subcontractor for the provision of the Services.

## **9.2. Other supports (boxes, rolls, etc.) :**

With regard to the management of other media, the Subcontractor shall comply with the specific instructions communicated to it. Any practice that deviates from these provisions will be the subject of special instructions.

## **10. Progress initiative :**

The Subcontractor is involved in the progress initiatives initiated by STEF, which may take the form, in particular, of regular reviews of the Contract. To this end, performance indicators may be agreed between STEF and the subcontractor and specified, where appropriate, in a specific agreement. In addition, STEF, its customers and any designated third party may be required to carry out audits and/or assessments of the Subcontractor (relating in particular to aspects of quality of service, safety, hygiene and sustainable development). All action plans resulting from these evaluations/audits will be updated during regular reviews of the Contract.

## **11. Legal and regulatory obligations :**

Before starting to provide the Services, the Subcontractor must send STEF the following documents:

**11.1.** Copy of the current road haulage license (National/International);

**11.2.** Document proving that civil liability insurance has been taken out for the vehicles used under the Contract, as well as for the goods transported, which must comply with the conditions set out in article 14 of these TS GTC;

**11.3.** Permanent commercial registration certificate in force;

**11.4.** Certificate of no current social security debts;

**11.5.** Certificate proving that there are no current debts to the Tax Authority;

**11.6.** Nominal list of foreign workers subject to a work permit;

**11.7.** Any other legal or regulatory document that is essential for the transportation of goods in the territories where the transport will take place. During its relationship with STEF, the Subcontractor must send STEF the road transport license and the insurance certificate upon renewal. The other documents must be sent every six (6) months. Failure by the Subcontractor to send and update these documents may result in the termination of the Contract. In addition, the Subcontractor undertakes to inform STEF immediately of any change in its legal and administrative situation and of any event likely to impede the proper performance of the obligations provided for in these TS GTC.

## **12. Financial conditions :**

### **1.1. Price :**

The rates applicable to STEF by the Subcontractor shall be agreed in the Contract. The Subcontractor declares and acknowledges, without exception or reservation, that the agreed rates enable it, for the expected duration of the Services, to cover all the costs associated with their performance. The initially agreed rates may be renegotiated if the Parties agree.

### **1.2. Invoicing :**

Each month, the subcontractor issues and sends STEF an invoice for the services provided in the previous month. In accordance with legal provisions, invoices must mention the fuel rates calculated using the energy indexation grids communicated. The invoices must include, in addition to the legal information, a reference to the confirmation of the freight and/or route order and must be issued and sent in electronic format to the invoicing address shown on these documents.

### **1.3. Payment :**

Invoices must be paid within thirty (30) days of receipt. Non-payment of all or part of an invoice within the prescribed period entails, without any formalities being required, the payment of a fine of forty (40) euros as compensation,

which is in addition to the default interest due, without prejudice to the creditor being able to claim higher compensation for additional damages resulting from the debtor's late payment or for the costs incurred by the creditor in using the services of a lawyer, solicitor or enforcement agent.

### **13. Responsibility :**

The Subcontractor is responsible for the goods covered by the Contract from the moment they are received until they are delivered to the recipient. It is personally liable for any damage, loss, delay or damage caused to STEF, under the conditions and limits set out in Decree-Law no. 239/2003, of 4 of October, in its current wording, for national transport, and in the Geneva Convention of 19 of May of 1956 (CMR) for international transport services. The sale of goods is prohibited, except with the written agreement of STEF.

The Subcontractor is also responsible for the materials, vehicles and any other equipment placed at its disposal by STEF and, as such, is liable for any damage or loss related thereto.

In the event of an accident or damage involving a towed vehicle, the Subcontractor undertakes to file a report with the third party concerned and to pay the invoices for repairing the vehicle at STEF's first request, without any further formality.

### **14. Insurance :**

The Subcontractor undertakes to take out civil liability insurance with reputable insurance companies, including professional civil liability insurance, which is compulsory for the type of transport entrusted to it, as well as insurance to guarantee, at all times, any type of damage to or loss of goods. The respective insurance must be taken out with the minimum guarantees set out below, per vehicle and per claim:

- i) With the compensation limits set out in Decree-Law no. 239/2003, of October 4, in its current wording, for national freight transport;
- ii) The amount of the maximum limit set by the provisions of the CMR (8.33 SDR / Kg), of the gross weight of the goods loaded for international transport. In the event of prior notification by STEF, 24 hours before loading, it is the Subcontractor's responsibility to guarantee up to the value of the cargo, or failing that, to immediately inform STEF of its inability to perform the Service when the value of the entrusted cargo exceeds the maximum amounts of compensation provided for the national transport of goods or the maximum limit set by the CMR for international transport.

The Subcontractor's insurance must include at least the following:

- i) A cover commonly referred to as "all-risk";
- ii) A "temperature risk" cover applicable in any situation, namely in cases where the refrigeration system breaks down or stops working properly, or there are reading errors related to the temperature of the refrigerated transport;
- iii) Liability cover for fault and/or serious fault;
- iv) Cover in the event of theft, in accordance with the theft safeguard clause to be included in the insurance policy;
- v) Coverage by geographical area, depending on the transport contracted (CMR guarantee for international transport accompanied by a list of guaranteed countries).

If the goods cannot be the subject of a shipping declaration, the Subcontractor must include them in the relevant insurance policy. The Subcontractor also undertakes to cover its Civil Liability and Professional Liability. The Subcontractor undertakes to cover its Civil Liability for damage caused by its vehicles (whether or not they are in circulation), as well as trailers which it may place at STEF's service or which may be entrusted to it by STEF. By extension, the Subcontractor's insurance policy must cover all damage caused to materials, towed semi-trailers and equipment belonging to STEF, regardless of the cause. The Subcontractor undertakes to produce, on request, all the above-mentioned insurance certificates, in accordance with the above-mentioned guarantees, drawn up by its insurance company.

### **15. Resolution :**

Services can be terminated in accordance with the law.

Furthermore, in the event of the loss of a customer, and if the required notice period is not feasible (reduction or non-delivery of goods to the customer), STEF shall inform the Subcontractor as soon as possible in order to organize the termination of its Services.

In the event of serious non-compliance, termination shall take effect immediately on the date of receipt by the Subcontractor of a registered letter with acknowledgement of receipt sent by STEF to that effect.

Without prejudice to the mandatory legal provisions in force, STEF may also terminate the Contract in the event of the Subcontractor's insolvency or cessation of activity, within thirty (30) days of sending a registered letter with acknowledgement of receipt.

## **16. Confidentiality – Loyalty :**

The Parties undertake to treat as strictly confidential the information received, as well as that communicated to them during the performance of the Services.

Each Party shall refrain from disclosing such information to third parties without the prior express authorization of the other Party. Each Party shall ensure the confidentiality of the information contained in the documents made available by the other Party by taking appropriate measures, in particular with regard to its employees.

The obligation of confidentiality shall not apply to information which the Parties demonstrate was commonly known before the Party received it with the indication of confidential information, which is in the public domain at the time of the provision of the Services, the disclosure of which has been authorized by the owner of the information, with prior written authorization; which has been known by the receiving Party through a third party entitled to transmit such information to it, without having to maintain confidentiality or without having been prohibited from disclosing such information, which must be disclosed on the basis of the applicable legal and regulatory terms.

This confidentiality obligation is binding on the Parties for the duration of the Contract and for a period of 3 (three) years after its termination, regardless of the form of termination. The Subcontractor may not use the information to which it has access in the context of the provision of services for a purpose other than the provision of the Services and is also prevented from directly or indirectly soliciting clients of the STEF group.

Failure by the Subcontractor to comply with any of the aforementioned obligations shall be considered a serious breach and STEF shall be entitled to terminate the provision of the Services without prior notice and shall be entitled to compensation for any damage caused.

## **17. Independence of the Parties :**

The Subcontractor shall act autonomously and in its own name, and under no circumstances shall it have any employment relationship with STEF, even temporarily. The Subcontractor's actions must not compromise or jeopardize STEF's image, reputation or notoriety. The Subcontractor is prohibited from presenting himself as a STEF employee, associate agent or representative, or from acting on behalf of and/or representing STEF.

Unless there is a specific agreement allowing it to use the STEF brand, the Subcontractor may not use the names and brands of STEF or any STEF Group company, regardless of the medium used.

The Subcontractor shall assume all responsibility for its employees with regard to employment legislation, and no employment relationship shall be established between them and STEF. The Subcontractor shall have the exclusive right to issue instructions and orders to the personnel at its service, while following STEF's guidelines, and shall also be responsible for paying the remuneration due to its employees and ensuring that the relevant applicable legislation is applied.

If STEF so requests, the subcontractor must provide information on the company's total annual turnover. The subcontractor must take all necessary measures to diversify its client portfolio.

## **18. Ethics – Environment – Anti-corruption measures :**

**18.1.** The Subcontractor agrees, as an essential condition of the relationship between the Parties, to the so-called "STEF Responsible Purchasing Letter", available on the STEF website, under the terms of which it undertakes:

- i) To comply with legal provisions, particularly those relating to health and safety at work;
- ii) To implement a continuous improvement approach to limit its direct impacts on the environment, including:
  - energy consumption;
  - CO2 emissions;
  - direct discharges of pollutants into the environment;
  - noise level;
  - the use of toxic substances;

- the production of waste;

iii) To respect the provisions of the Convention on the Rights of the Child, adopted by the United Nations General Assembly on November 20, 1989, which prohibits child labor;

iv) Not to resort in any way to forced or compulsory labor, as defined in Article 1 of the Convention concerning the Abolition of Forced Labor of 21 of June of 1957; In general, it undertakes to comply with all national and international social, safety, health and environmental obligations applicable to the exercise of its activity and/or required by STEF.

**18.2.** In accordance with the STEF Group's Charter of Ethics, available on its website, STEF has adopted procedures and warning and control systems to prevent and detect acts of corruption and influence peddling. STEF ensures that all its employees, particularly those who have the capacity to develop relationships with third parties, share and apply the internal rules that guarantee respect for business ethics.

The Parties undertake to comply with the principles and rules laid down in the laws and regulations concerning conflicts of interest, competition law and the fight against corruption and influence peddling. Any breach by the Subcontractor of the obligations in this article shall be considered a serious breach which allows STEF to terminate this contract without notice or compensation.

The Subcontractor guarantees that any natural or legal person acting on its behalf in the performance of this contract:

(i) complies with all applicable anti-corruption regulations;

(ii) does not carry out, by action or omission, any act that could result in STEF's liability for non-compliance with said regulations;

(iii) Applies and maintains its own policies and measures on ethics and the fight against corruption;

(iv) Informs STEF without delay of any event of which it is aware and which may result in obtaining an undue advantage, financial or otherwise, under this contract.

The Subcontractor undertakes to provide STEF with all the assistance necessary to respond to a request from an authorized authority in the fight against corruption.

In accordance with the STEF Group's Charter of Ethics, any STEF employee may not solicit or accept, for themselves or for a family member, or give representatives of a service provider money or any gift that could influence the business relationship between STEF and that service provider.

The Subcontractor agrees to inform STEF of any personal or family connection between any of its representatives and/or employees and the representatives and/or employees of the STEF Group which could create a conflict of interest.

## **19. Protection of personal data :**

The Subcontractor undertakes to comply with all applicable laws and regulations on personal data (in particular, Regulation (EU) 2016/679 of 27 of April 27 of 2016 on the protection of natural persons with a view to the processing of personal data and on the free movement of such data, the "GDPR").

It undertakes to implement the set of procedures and actions necessary to process and store the personal data that it may have collected in connection with the performance of the Services, as data controller or processor within the meaning of the regulation, in strict compliance with the provisions of the GDPR.

STEF, aware of the risks related to the collection and use of personal data on the private life of each individual and in compliance with applicable laws and regulations, has placed the protection of this data and respect for private life at the heart of its concerns. Consequently, STEF has a General Personal Data Protection Policy which governs the collection and responsible use of this data within the strict scope of STEF's activities ("General Policy").

This General Policy, applicable to STEF as a controller or processor within the meaning of the GDPR, is available on the various STEF websites. It is regularly updated to take into account legislative and regulatory developments and those resulting from STEF's organization and activities.

The Subcontractor is invited to consult this General Policy on a regular basis in order to be informed of the latest changes made and to take note of them:

i) of the commitments made by STEF with regard to the protection of personal data and in accordance with the GDPR,

ii) principles and rules followed by the STEF Group for the proper management of personal data in terms of the data processed, the purposes of processing, the respective legal bases, the duration of storage, the recipients of such data, security and confidentiality;

iii) rights that individuals have over their personal data as data subjects and the means to exercise them.

When using the traceability tools provided, STEF guarantees the subcontractor a sufficient level of protection for the

personal data collected and processed in this context.

In this regard, it guarantees that the only purposes for processing this data are the traceability and security of the goods transported.

The confidentiality of this data is ensured, in particular, by the fact that it is only processed by designated recipients who have been trained for this purpose. This data is collected and processed only for as long as is necessary for the purposes for which it was collected. Where applicable, any supplier who has to intervene in the processing of this data is subject to a specific procedure which guarantees the processing of the data and which complies, as a minimum, with the GDPR as well as STEF's requirements, and a data processing agreement may be concluded between STEF and the subcontractor.

## **20. Intuitu personae :**

The Subcontractor may not transfer to third parties, in whole or in part, the rights and obligations arising from the Contract, regardless of the means used, without the prior express authorization of STEF.

Any assignment not authorized by STEF constitutes a serious breach of contract, justifying immediate termination of the Contract.

STEF may freely assign, in whole or in part, its rights and obligations under the Contract, using all the means at its disposal, in particular through any company in which it holds (directly or indirectly) a share of the capital entitling it to at least forty percent (40%) of the voting rights at the general meeting of said company, as well as to any company which holds, directly or indirectly, a share of the capital entitling it to at least forty percent (40%) of the voting rights at general meetings.

If the subcontractor transfers all or part of its share capital to a third party, it undertakes to inform STEF in advance within a reasonable time.

STEF reserves the right to terminate the Contract immediately, without compensation or penalty, with 30 (thirty) days' notice, in the event of a change in control of the Subcontractor's shareholding, whether by purchase or sale, merger, capital increase or restructuring of the group.

## **21. Interpretation – Execution :**

Any dispute relating to the performance of the Services that cannot be resolved amicably shall be submitted to the North Lisbon District Court, to which the Parties attribute exclusive jurisdiction. The interpretation of the Contract is subject to Portuguese law.