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UHSUHVHQWDQWH OHJDO GD HPSUHVD

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- 1. No caso de incumprimento pelo fornecedor de alguma das obrigações contratuais previstas no presente Caderno de Encargos, a ULS S. José pode exigir daquele o pagamento de uma pena pecuniária em montante a fixar, consoante a gravidade da infração, entre 0,50/00 10/00 do valor total da adjudicação.
2. Em caso de resolução do contrato por incumprimento da ULS S. José, o fornecedor pode exigir-lhe uma pena pecuniária em até o triplo do montante da penalização máxima prevista no n.º 1 da presente cláusula.
3. As penas pecuniárias previstas na presente cláusula não obstam a que a ULS S. José exija uma indemnização pelo dano excedente.

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