



PROTECTED DOCUMENT: Effective as of January 3, 2024

DE NORA BRASIL LTDA. GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICABLE TERMS

The sale of products, goods, or components (the "Product(s)") and/or the provision of services ("Services") by any one of the De Nora legal entities listed above (in each case, "Seller") to the party from whom Seller is selling the Products or Services ("Purchaser", and with Seller, each a "Party" and collectively the "Parties") is limited to and made expressly conditional on Purchaser's acceptance of these General Terms and Conditions of Sale (these "General Conditions") which, along with any and all associated purchase orders, quotations, proposals, special conditions or other contract documents (including any expressly incorporated specifications or drawings) ("Seller's Documentation") and, collectively with these General Conditions, the "Contract". These General Conditions shall control over any inconsistent or additional terms or conditions proposed or issued by Purchaser or Seller, including any additional or different terms contained in any purchase order, acknowledgement, proposal, or other communication, written or otherwise, unless specifically agreed to in writing by both Parties. These General Conditions shall not be varied, and no conditions contained in any quotations, letters, advice notes, invoices or other communications issued by Seller or Purchaser shall annul or vary them, unless expressly agreed by both Parties in writing. Purchaser's acceptance of delivery or the full or partial payment of the purchase price hereunder shall constitute Purchaser's express and unconditional acceptance of all the General Conditions, notwithstanding any other inconsistent terms, documents, prior dealings, or usage of trade.

2. PRICES AND PAYMENT TERMS

Purchaser shall pay the full purchase price as set forth in Seller's Documentation without any deduction by way of set-off, counterclaim, discount or otherwise in strict accordance with Seller's Documentation. All prices and payments shall be in Brazilian currency. Unless specifically noted otherwise in Seller's Documentation, prices are exclusive of any and all sales, use, excise, ad valorem, property or other taxes, duties or levies of any kind due or applicable to this transaction. Purchaser shall pay directly or reimburse Seller immediately upon demand for any and all such taxes. Payment terms are net 30 calendar days from date of invoice. Where payment is made by letter of credit (to the extent permitted by Seller's Documentation), the applicable instructions as communicated in writing by Seller to Purchaser shall determine the terms of payment thereunder. Where payment on credit terms is expressly approved, payment terms are net thirty (30) calendar days from date of invoice. Any payments delayed beyond thirty (30) days from the specified due date shall be subject to interest on the unpaid balance at the rate of one (1%) percent per month or the maximum rate permitted by applicable law, whichever is less. If advances, progress payments, or milestone payments are included in the Seller's Documentation, such payments shall be made in strict accordance with the Seller's Documentation. Seller reserves the right, among other remedies, to suspend further deliveries in the event Purchaser fails to pay for any one shipment when payment becomes due. All Contracts are subject to credit approval. Should Purchaser's financial condition become unsatisfactory or insecure, in Seller's discretion, Seller shall have the right, at its option, to require from Purchaser payment in advance, cash payment upon delivery, or satisfactory security. If Purchaser is required by applicable law to withhold any amounts paid or payable to Seller for tax purposes, (a) the amount paid or payable shall be increased by the amount that it would have received had not taxes been withheld and (b) Purchaser shall forward proof of such legally required withholding to Seller as soon as reasonably practicable. Purchaser hereby irrevocably grants Seller a security interest in the Products until such time as Purchaser makes full payment of the purchase price. Purchaser agrees to execute and deliver the documentation as may be necessary or advisable to perfect and maintain such security interest in accordance with articles 1361 et seq. and articles 1419 et seq. of Law No. 10406/2002 and Law No. 9514/1997, including registration of relevant private or public instrument, as the case may be, with the public registry.

3. DELIVERY AND RISK OF LOSS

Delivery dates set forth in Seller's Documentation are approximate and Seller will make commercially reasonable efforts to meet same. Timely delivery is subject to prompt and timely receipt from Purchaser of accurate and complete technical and shipping information. Seller reserves the right to make partial shipments, invoices for which shall be due and payable in accordance with the payment terms specified above. Where payment is due in advance or by letter of credit, timely delivery is further subject to timely receipt of such payment or issuance of such letter of credit. All shipping and handling costs are to be paid by Purchaser. Purchaser is liable for compliance with all laws and regulations governing the unloading, storage, importation, handling, and use of all Products.

Whether or not installation Services are performed by Seller, title and risk of loss shall pass to Purchaser in accordance with the stated shipping terms under Incoterms 2010. Unless otherwise agreed and specified in Seller's Documentation, shipping terms are Ex Works Seller's facility. Seller will notify Purchaser when Products are available for shipment. Purchaser must provide Seller with specific written instructions as to Purchaser's preferred method of shipment or common carrier. If Purchaser does not arrange for a freight carrier or freight forwarder to collect the Products within seven (7) calendar days following notification that the Products are available, Seller may, at its own discretion and at Purchaser's cost, arrange for Products to be collected by a freight carrier or freight forwarder for shipment to Purchaser. Alternatively, Seller may choose to store the Products and may charge Purchaser all incurred storage and handling expenses and fees. In the event Purchaser requests a postponement of delivery beyond the date specified in Seller's Documentation, Seller may invoice the Purchaser and title and risk of loss shall pass to Purchaser at such time as Products are made available for shipment but in no event earlier than the delivery date specified in Seller's Documentation. If delivery is postponed by Purchaser, Seller shall endeavor but shall not have the obligation to either store the Products or secure a storage location at Purchaser's expense and based upon such General Conditions mutually agreed by the Parties in writing, in accordance with the storage instructions that may be a part of Seller's instructions or other documentation for Product installation, maintenance, and care. In the absence of specific instructions in the Seller's Documentation, Products must be stored prior to their installation in an enclosed space affording protection from weather, dust and physical damage and providing appropriate temperature, humidity and ventilation conditions to prevent deterioration. Purchaser's failure to follow Seller's storage instructions may cause damage to the Products and will void the warranties provided hereunder. Seller shall have the right to inspect Products stored by Purchaser prior to installation. If Products are stored by Purchaser for a period of 60 days or more, Purchaser shall reimburse Seller for all reasonable costs of such inspection.

4. PERMITS, REGISTRATIONS AND LAWS

Purchaser shall indemnify and hold harmless Seller from any and all costs, damages, fines and penalties resulting from Purchaser's failure to comply with any and all applicable laws, permits and regulations. Purchaser shall strictly comply with and refrain from exporting or re-exporting the Products in violation of all applicable laws, rules, and regulations affecting Seller regarding trade restrictions, import-export compliance, money laundering, anti-bribery protections, and embargoes, as such laws, rules, and regulations may be amended from time to time. Unless otherwise agreed according to the specified Incoterms governing shipment of the Products, Seller shall have no obligation or liability for export clearance, customs clearance or import duties of any kind. Purchaser shall provide to Seller all documentation requested by Seller to evidence Purchaser's compliance with such applicable import-export laws and regulations.

Seller may provide reimbursement to Purchaser or Purchaser's representative, either directly or indirectly through intermediaries, for their reasonable and bona fide travel and lodging expenses in connection with Purchaser's purchase of Products or Services hereunder. Any such reimbursement is NOT a payment, gift, offer or promise of anything of value, but is rather provided to Purchaser for the sole purpose of reimbursing Purchaser's reasonable travel and lodging expenses related to the promotion, demonstration or explanation of the Products or Services being offered by Seller to Purchaser. Should Seller discover that a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other applicable law, rule, or regulation has occurred or is likely to occur, Seller shall have the right to unilaterally terminate the Contract.

5. PERSONAL DATA PROTECTION

The parties undertake to comply with all laws, rules and regulations applicable to personal data processed as a result of the execution of the subject matter of this negotiation, including but not limited to Law No. 13,709/2018 - General Personal Data Protection Law (LGPD) and regulations issued by the National Data Protection Authority (ANPD).

The parties declare and guarantee that all personal data shared with the other party has been collected and stored lawfully and in accordance with current legislation and the principles related to the LGPD.

For more information visit the privacy policy <https://denora.com/info/privacy-policy.html>

6. PRODUCT ACCEPTANCE

Except for Products that are not assembled at Seller's facility, Purchaser has the right to inspect Products at Seller's facility prior to shipment provided that advance written arrangements are made by Purchaser and are confirmed in writing by Seller. All costs associated with inspection and testing requested by Purchaser at Seller's facility will be paid solely by Purchaser. Purchaser shall inspect the Products within a reasonable period of time following receipt at the point of destination and prior to conducting any Acceptance Test (as defined below) to determine if the Products are damaged, incomplete or do not otherwise conform to Purchaser's express specifications. If Purchaser receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in specification, Purchaser shall make relevant notes in receiving documents and notify Seller in writing immediately. Such notice shall be reasonably detailed and shall specify the damage or discrepancy. Purchaser's failure to inspect the Products and/or give written notice to Seller of any alleged defects or non-conformity within a reasonable period of time after receipt at the point of destination shall waive Purchaser's right to reject the Products and return them to Seller for credit and Purchaser's sole remedy for non-conforming or defective Products shall be warranty claims made in accordance with Article 8 herein. For purposes of this Article 5, "reasonable period of time" means a period of time that is not immoderate or excessive, in accordance with prevailing industry standards at the time of delay if a statutory period is not applicable. If Seller's Documentation expressly provides that the Products are subject to specific acceptance testing (the "Acceptance Test") in order to verify Product performance in accordance with specifications set forth in Seller's Documentation, the Products shall be deemed fully accepted when they have satisfied the requirements of the Acceptance Test. Purchaser's remedy for Products that have failed an Acceptance Test or are within the warranty period shall be limited, at Seller's sole discretion, to the repair or replacement of such Products. Notwithstanding any right conferred upon the Purchaser to inspect or test the Products prior to acceptance, any use, repair, modification, or alteration of the Products by Purchaser, its agents, employees or licensees, for any purpose after delivery thereof, shall constitute Purchaser's irrevocable and unconditional acceptance of the Products. Accordingly, in the event of any discovery by Purchaser of a non-conformity or defect following such acceptance of the Products, Purchaser's sole recourse is a warranty claim pursuant to the warranty provisions stated in Article 8 herein.

7. INSTALLATION AND/OR START UP SERVICES

If Seller's Documentation includes the provision of Services (including installation supervision, on-site assembly, or start-up services), Purchaser will confirm to Seller at least two (2) weeks (or such shorter term set forth in Seller's Documentation) prior to the date Seller's personnel will be required on site to perform such Services that Purchaser has fully completed all work necessary for such Services in accordance with Seller's Documentation. In the event that the completion of such Services is delayed for any reason not the fault of Seller, Purchaser shall pay for any additional costs resulting from the delay. Seller shall not be responsible for the means and methods selected for such Services, or for the manner in which such Services are performed, including the efficiency, adequacy and safety of same. Seller makes no warranty, express or implied, with respect to such Services, except that the Seller shall be responsible for any claims or damages resulting from its own negligence.

8. SUSPENSION AND CANCELLATION

Unless expressly provided for in Seller's Documentation, Purchaser shall have no right to suspend, cancel, or partially cancel a Contract. To the extent Seller's Documentation expressly provides for any such right, if Purchaser suspends, cancels or partially cancels a Contract pursuant to such express provision, Purchaser shall promptly pay Seller for all Products delivered to date, work performed on account of the Products, and all Services completed or in process prior to such suspension and/or cancellation, plus any other reasonable costs incurred by Seller as a result of such suspension and/or cancellation including, if applicable, an appropriate restocking fee.

9. WARRANTY

Subject to the conditions stated below, Seller warrants the Products (excluding spare parts and Services) against defects in materials and workmanship for a period of eighteen (18) months from the date in which title has passed to Purchaser or twelve (12) months from the date of installation of the Products, whichever occurs first. Seller shall, at its option, repair or replace any Products or components thereof that prove upon examination to the satisfaction of Seller to be defective. In addition, any part or component that has been repaired or replaced shall be warranted for a period equal to the lesser of (i) the remaining warranty period hereunder; or (ii) one year from the date of such repair or replacement. Spare parts are warranted against defects in materials and workmanship for a period of ninety (90) days from the delivery of the spare parts, unless otherwise specified. This warranty expressly excludes and does not apply to the appearance of the Products, as variations in color and appearance may occur.

In the event that Seller fails to initiate material steps toward a corrective action plan to repair or replace the defective Products within 30 days following Purchaser's notification, Purchaser may, at its reasonable discretion, take action to repair or replace such defective product and Seller shall bear the direct and commercially reasonable cost for parts and labor thereof. In such circumstances, Seller has no warranty obligation regarding the repair or replacement performed by Purchaser. Further, if Purchaser improperly repairs or replaces the defective Products and/or uses incompatible components, Seller is not responsible for any costs, damages or malfunctions resulting therefrom. Any alteration, disassembly, division, modification, storage, or use of the Products not in express accordance with Seller's Documentation shall void all warranty obligations of Seller related to such Products. Purchaser assumes full responsibility in the event Purchaser uses the Products in combination with other goods or in any manner not stated in Purchaser's written specifications provided prior to sale. All costs associated with removing the Products from service and re-installing same following examination, repair or replacement are to be borne by Purchaser. Seller may, in its sole discretion, require that the Products be shipped to Seller's facility for examination, repair or replacement. All transportation costs to and from Seller's facility, if required, are to be prepaid by Purchaser. The warranties set forth herein, if any, are made expressly in lieu of other warranties, express or implied, and any implied warranty of merchantability or warranty of fitness for a particular purpose, even if that purpose is known to seller, is hereby expressly excluded; provided, however, that the products are warranted to conform in all material respects to the relevant and known specifications, and performance standards, including any mutually agreed modifications thereto. Seller's liability and buyer's exclusive remedy for any failure by seller to supply products that meet the foregoing warranty is expressly limited to, at seller's option, the repair or replacement of the non-conforming products.

10. INDEMNIFICATION

Purchaser and Seller shall each defend, indemnify and hold the other harmless from and on account of all bodily injury and property damage claims asserted by third parties as a result of the other's negligent acts or omissions. To the extent that both Purchaser and Seller are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of a claim by a third party against either Purchaser or Seller, then in such event, Purchaser and Seller shall each be responsible for a portion of the liability, including costs and expenses, attributable to its comparative share of the total negligence.

Seller agrees to indemnify and hold harmless Purchaser against any third-party claim alleging that the Products infringe upon a valid and enforceable United States patent, provided Purchaser gives Seller written notice immediately when such claim is asserted, directly or indirectly. Notwithstanding the foregoing, Seller shall have no liability to Purchaser if any patent infringement or claim thereof is based upon or arises out of:

- compliance with designs, plans or specifications furnished by or on behalf of Purchaser.
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(c) the claimed infringement of any patent in which the Purchaser or any affiliate or subsidiary of Purchaser has any direct or indirect interest by license or otherwise.

11. LIMITATION OF LIABILITY

Seller's total aggregate liability to Purchaser with respect to any cause of action or claim hereunder including, without limitation, any indemnities hereunder, shall not exceed 10% of the purchase price payable pursuant to the Contract. In no event shall Seller be liable, either directly or as indemnitor of Purchaser, for any special, punitive, indirect or consequential damages, damages for loss of use, loss of income, loss of profit, or any other indirect damages of any kind or type. Notwithstanding the above, this limitation of liability shall not apply to claims arising from Seller's gross negligence or willful misconduct. All of Purchaser's claims or actions of any description whatsoever against the Seller shall be brought not later than one (1) year after the occurrence of the event upon which each such claim or action is based.

12. FORCE MAJEURE; DELAY EVENTS; PRICE CHANGES

Force Majeure shall mean any act, event or condition that is beyond Seller's reasonable control, that materially and adversely affects Seller's ability to perform its obligations hereunder, and that is not the result of Seller's willful neglect, error, omission or failure to exercise reasonable due diligence. For the avoidance of doubt, delays caused by or related to shortages or unavailability of raw materials or component parts to be supplied by Seller or Seller's sub-suppliers, supported by relevant documentary evidence, shall be considered a Force Majeure event.

Seller shall not be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. If Seller is unable to perform any of its obligations hereunder as a result of a Force Majeure event, Seller shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance.

In addition, to the extent that a Force Majeure event materially increases Seller's cost of performance hereunder, Seller shall be entitled to an equitable contribution from Purchaser towards such additional costs of performance, excluding any costs that are covered by Seller's insurance.

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered, delayed or interfered with directly or indirectly connection with the COVID-19 ("Coronavirus") pandemic or similar pandemic or epidemic and/or any measures introduced by any government authority to address such pandemics/epidemics, the party so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance, delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as practicable of the prevention, restriction, hindrance, delay, or interference with its performance.

Notwithstanding any other provision of these Terms or the Seller's Documentation, unless otherwise expressly stated in the Seller's Documentation, if, at any time during the course of Seller's performance of the sale of the Products or Services, there is an unforeseen and material increase in the price or supply chain of raw materials, materials, labor, or other costs of Seller associated with the Products or Services, Seller shall have the right to reasonably adjust the prices or delivery dates or terms set forth in the Seller's Documentation upon written notice to the Purchaser setting forth the amount of such price adjustment or change in delivery terms and reasonably setting forth the cost changes associated therewith.

13. DEFAULT AND TERMINATION

The substantial failure of either Party to comply with the terms herein shall constitute default hereunder. Upon default by one Party, the other non-defaulting Party shall provide written notice clearly specifying the nature of the default. The defaulting Party shall have thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days and is not cured within thirty (30) days, this Contract may be terminated. In the case of default that cannot be cured within thirty (30) days, this Contract shall not be terminated so long as the defaulting Party has given written notice of extension to the other Party and the defaulting Party has commenced and is diligently pursuing a cure.

For purposes of this Contract, the failure of Purchaser to pay Seller in accordance with the payment terms hereunder shall be considered a substantial default for which no cure period beyond thirty (30) days shall be allowed. In the event of the Purchaser's default, Seller may, in addition to the right to terminate set forth in this paragraph, elect to suspend work until the default has been cured.

In the event of any termination, Seller shall be paid for Products delivered and Services rendered (including Products specifically manufactured/assembled or special ordered for the Purchaser that have yet to be supplied) through the date of termination. No delay or omission on the part of the Seller in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

14. INTELLECTUAL PROPERTY

All devices, equipment, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller in connection with the Products sold hereunder shall remain Seller's exclusive property. Purchaser shall not disclose any such material to third parties without Seller's prior written consent. Purchaser will not undertake any analyses or "reverse engineering" of the products for the purpose of designing, developing or manufacturing by the Purchaser or by any third party of products that compete with the Product(s).

Seller will retain sole ownership of all discoveries, improvements, inventions, patents, trademarks, copyrights, know-how, trade secrets, or other intellectual property rights associated in any way with the Products. The Parties specifically agree that all improvements, inventions, discoveries, and copyright in works of authorship, including those in formative stages, made by either Party hereto (either alone or jointly with others) improving upon or related to the Products shall from the time of conception or, in the case of works of authorship, from the time of creation, be the property of Seller.

Except for the marking of Products as required by applicable law or as requested by Seller, Purchaser shall not use Seller's name, logo, trademarks, trade names, or other intellectual property in any manner, including product literature, advertisements, or marketing materials without the express written permission of Seller.

In entering into this Contract, Purchaser expressly grants to Seller a fully-paid up, royalty-free, non-exclusive, perpetual license to use Purchaser's name, trade dress, and logo for the exclusive and limited purpose of identifying Purchaser (and the name or generalized description of Purchaser's project as a customer of Seller on Seller's website and other marketing materials and for the issuance of press releases or other marketing materials related to the Purchaser or this Contract. Further, by entering this Contract, Purchaser agrees to, as commercially feasible, to receive reference requests related to the Seller and to coordinate with the Seller following the completion of this Contract on a case study or other post-contract analysis as reasonably requested by Seller.

15. RELIANCE ON INFORMATION

Purchaser acknowledges that Seller has used and expressly relied upon information provided by the Purchaser, if any, regarding site conditions, specifications and other technical requirements in the design, installation and start-up of its Product(s) and the provision of Services. Seller shall not be obligated to establish or verify the accuracy of the information furnished by the Purchaser nor shall Seller be responsible for the impact or effect on its Products(s) and any Services provided by Seller hereunder of the information furnished by the Purchaser if such information is in error.

16. DISPUTE RESOLUTION

All matters arising out of or relating to the Contract shall be governed by and construed in accordance with the laws of Brazil without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of Brazil. Any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the jurisdiction of the City of São Paulo, State of São Paulo, Brazil, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Contract.

17. MISCELLANEOUS PROVISIONS

The Contract constitutes the entire agreement of sale and purchase between Purchaser and Seller and supersedes all prior or contemporaneous communications, representations, understandings or agreements, whether written or oral, unless such document states that it intends to modify this Contract and is signed by both Parties. No modification of this Contract (including changes in scope, specifications, price or delivery schedule) shall be of any force or effect unless made pursuant to a writing signed by both Parties. No course of dealing or performance or usage of trade may be used to modify this Contract. Those federal contract clauses required to be expressly incorporated into this Contract are expressly incorporated herein by reference as if originally included herein. The English language shall be the official text of this Contract.

The failure on the part of either Party to enforce its rights as to any provisions herein shall not be construed as a waiver of its rights to enforce such provisions in the future. Should any provision of this Contract for any reason be declared invalid or void, such declaration will not affect the remaining provisions of this Contract, which shall remain in full force and effect.

Purchaser may not assign or permit any other transfer of this Contract without Seller's prior written consent. Purchaser acknowledges that Seller shall be entitled to manufacture the Products at any of its or its affiliates' facilities worldwide, and the Contract may be assigned to such affiliates without the consent of Purchaser. This Contract is entered into solely between, and may be enforced only by, the Purchaser and Seller; and this Contract shall not be deemed to create any rights in third parties, including customers, subcontractors, or affiliates of the Purchaser, or to create any obligations to any such third parties.

Any translation, summary, or description of the terms herein are provided solely as a courtesy and the terms set forth herein, and the English version thereof, shall govern and have full force and effect and be precedent above any such translation, summary, or description.