

1. Scope of Application: Our delivery of goods and services are subject exclusively to these Conditions of Sale, in addition, to applicable law. Terms that differ from these conditions, including any general conditions of the purchaser, will only be deemed to be binding if they have been confirmed by us in written form. Our delivery of products, provision of services or acceptance of payments does not constitute, on our part, acceptance of conditions that differ from these Conditions of Sale and applicable law.

2. Offers, Agreements: Our offers will be confirmed after issuing the order confirmation or signing an Agreement.

3. Form: 3.1 For the purposes of these Conditions of Sale: (a) "in writing" means in text form (including e-mails, computer-generated letters), and (b) "written form" means a hand-signed document signed (including signature in digital or electronic form). Any amendment or addition to these Conditions of Sale, including this Section 3.1, and any termination or mutual rescission of the Agreement shall be in written form.

3.2 Other statements and observations shall be made in writing.

4. Prices: Unless otherwise stated in writing, our prices are quoted "ex Works" and do not include packaging costs. Taxes shall be additionally paid at the rate in force on the date of issuance of the invoice.

5. Payment, Set-off: 5.1 Unless otherwise stated, in writing, payment by the buyer will be made in cash, after delivering the goods or providing services.

5.2 Compensation by the buyer will be allowed, however, provided that it is previously agreed by the parties and solely, for net, certain, overdue and undisputed debts or debts that have been confirmed by a final, unappealable decision of a court of competent jurisdiction.

6. Place of Compliance, Shipping: 6.1 The place for shipping the goods or providing the services will be in our production or storage place.

6.2 For shipments under the Buyer's responsibility as agreed upon by the parties, these will be for the Buyer's own risk. In the event the parties choose to ship the products under Evonik's liability, Evonik will determine the mode of shipment, shipment route, and carrier.

6.3 In the CIF mode, the Buyer must indicate the place of unloading in accordance with current safety regulations. EVONIK will not authorize unloading in an inappropriate place. The extra costs for the impossibility of unloading will be passed on to the Buyer.

7. Delivery and Partial Services: Partial delivery and services are possible, provided they are in a reasonable measure.

8. Delivery Schedule; Delays: In the event we fail to comply with the agreed delivery or service schedule, or do not timely comply with any other contractual obligation, Buyer shall give a notice to Evonik in writing to remedy the failure/delay. Such period will be a minimum of three (3) weeks, counted from the notification.

In the event Evonik unreasonably fails to remedy the failure within the period in question, Buyer may consent to the extension of the term or request the termination of the agreement.

9. Transport Insurance. When required by Buyer, we will arrange for appropriate transportation insurance coverage, on Buyer's behalf and expense, in an amount at least equal to the invoiced value of the goods.

10. Acts of God or Force Majeure. These conditions release us from our obligations to deliver products and/or provide services. The same will be applied in cases of interruption in our power supply or raw material or in cases of labor conflict, government order, interruption of transport services or our operations (as defined in Article 393 of the Brazilian Civil Code – Law 10.406/2002). It will also be applied when our suppliers or related companies for the above reasons fail to deliver or do not deliver in a timely and appropriate manner.

11. Goods Information: Unless otherwise agreed in writing, the contractual characteristics of our goods are based solely on our good specifications in their current versions. Any information about properties, durability and other indications will only be considered a guarantee if they have been expressly agreed and identified by us as such in written form. The information provided both orally and in writing about our goods, equipment, application, plant, processes and process instruction is based on research and our considerable experience in the field of applied engineering. We provide such information is on the assumption that it is accurate and we reserve the right to make modifications and updates to such information, but we are not liable for them. The foregoing shall not relieve Buyer of its obligation to check the suitability of our products and processes for Buyer's intended use and application. Such limitations also apply to the protection of the intellectual property rights of third parties.

12. Complaints: All claims regarding apparent defects on delivery, including, but not limited to, those relating to problems with delivery or visible defects in transporting or packaging of the goods, or in case of latent defects they shall necessarily be submitted to us in writing within the period provided for in the Brazilian Civil Code. In the event Buyer does not report us the claims or give a notice of defects, in a timely manner or in the agreed manner, our goods and services will be considered free from defects. If Buyer, knowing of defects, accepts our delivery or services, Buyer shall only be entitled to raise a claim for such defects if Buyer has reserved such rights in writing at the time of delivery.

13. Buyer's Rights in case of Defects: 13.1 Buyer will not be entitled to rights arising from the defect of our goods and services if the characteristics of the goods and services, provided for in the agreement, are not substantially adversely affected, that is, the goods may be used or the service is partially rendered. In case of legally justified claims arising from the quality of goods or services delivered, we reserve the right, at our sole discretion, to replace or repair goods and services. In this regard, we will always have a reasonable time to replace or repair. If the replacement or repair in question does not remedy the defects, Buyer shall have the right to adjust the purchase price or terminate the agreement by obtaining a refund of the amount paid.

13.2 Furthermore, Buyer may demand, in accordance with the applicable legal conditions, compensation for direct damage and/or reimbursement of the actual expenses borne by them in order for the purpose of repair or replacement. For the avoidance of doubt, Clause 14 will apply for compensation for direct damage and/or reimbursement pursuant to this item 13.2.

13.3 Any rights of recourse of the Buyer against us, as provided for in the applicable law, will be recognized if and to the extent that Buyer has not established with its customers provisions that exceed the legal rights in case of defects.

14. Limitation of Liability: 14.1 We, our legal representatives, employees and persons hired by us to fulfill our obligations, will only be held liable for compensation for direct damage and/or reimbursement of the Buyer's expenses, regardless of the legal basis for such, in the event of breach of contractual obligations, (i) in the event of unlawful acts or gross negligence on our part, on the part of our legal representatives, employees or persons hired by us to fulfill our obligations, or (ii) if the failure to comply with our contractual obligations breaches the essence of the contract and Buyer, in their right, invokes the compliance with these obligations (essential obligations). In case of breach of obligations arising from fault, our liability shall be limited to the invoiced value of goods or services in question, or the maximum value of € 100,000 (hundred thousand euros), whichever is less.

14.2 In no event will we be liable for indirect damages and lost profits, except if mandatory by Law.

15. Time Limits. Buyer's rights to claim guarantees, indemnities for direct damage and/or reimbursement of expenses shall expire in accordance with the terms defined in articles 205 and 206 of the Brazilian Civil Code (Act no. 10.406/2002).

16. Compliance with Legal Provisions, Export and Customs Regulations, Indemnities and Termination: 16.1 Unless otherwise agreed in writing, Buyer shall be responsible for complying with the regulations of the legal and administrative requirements for the import, transport, storage, use, distribution and export of goods. In particular, but not limited to, Buyer may not use, sell or dispose of any goods purchased in the following situations: for developing or producing nuclear, biological and/or chemical weapons; for the illicit manufacturing of drugs; in violation of embargoes; in violation of any legal registration or notice obligation; without having obtained all approvals required by applicable law and/or regulations. Buyer shall indemnify us and hold us harmless from any claims, damage, costs, expenses, liabilities, losses, complaints or proceedings arising from any breach by Buyer of the obligations set forth in this clause.

16.2 If, at the time of delivery/rendering of service, there is a legal or administrative obligation to obtain an export license for our delivery/service and if this, once requested, is not obtained by Buyer, we are entitled to terminate this agreement. Delays in obtaining such approvals by the competent authorities will not result in the right to claim damage.

16.2.1 If Buyer does not obtain the necessary license, they shall bear all costs incurred by Seller.

16.3 We will also have the right of termination in cases in which a commercial prohibition applies at the time of delivery or in the event that there is an obligation of applying for a goods registration and this registration, upon delivery, has not been requested or granted.

16.4 If the products purchased are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier declaration, invoice declaration), without signature. We confirm that the preferred origin declaration will be issued to Buyer.

17. Courts: The competent jurisdiction to settle any dispute arising from these General Conditions of Sale and Delivery will be that of the Supplier.

18. Applicable Law: The agreement and legal relations with the Buyer shall be governed by the laws of the Federative Republic of Brazil. The United Nations Convention for the International Sale of Goods does not apply.

19. Trade Terms: In the event the trade terms are agreed upon according to the INCOTERMS of the International Chamber of Commerce, the INCOTERMS 2020 will be applicable for the purposes of its application and interpretation.

20. Miscellaneous: If any of the sale conditions be deemed wholly or partly invalid, the remaining conditions will not have their validity affected.