

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 Buyer, 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 and Communication:

2.1. Our offers are subject to confirmation. Our offers will be confirmed after issuing the order confirmation or signing an Agreement.

2.2. In case of any communication with us, Buyer shall confirm that the contact person is a legitimate representative of our company. Any incidents relating to our representation must be immediately communicated to us in writing.

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 (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" basis (ex-factory price) 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 and Change of bank account details:

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.

5.3 We will notify the Buyer in writing, of any changes to our bank account information at least two weeks in advance.

5.4 Any inspections or security measures taken by the Buyer to verify our bank account details shall be carried out in a timely manner. The agreed payment terms remain unchanged.

5.5 Payment must be made by bank slip or bank transfer. Failure to pay on the date indicated in the title authorizes us to add a fine of 3% per month and also demand, as a late payment, the addition of interest of 1% "pro rata die".

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 case of CIF basis, the Buyer shall indicate the place of unloading in accordance with current safety regulations in force. 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. Partial Delivery and Services: Partial delivery and services are possible, provided they are in a reasonable measure.

8. Delivery Schedule; Delays:

8.1 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 shall be at least three (3) weeks from the date of such notification.

8.2 In the event Evonik unreasonably fails to remedy the failure within the time limit mentioned above, Buyer shall consent to the extension of the time limit or request the termination of the agreement.

9. Transport Insurance. When required by the Buyer, we shall take out 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 shall 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 shall 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. We do not make any representation or warranty as to the suitability of the goods for a particular purpose or use. Any information about properties, durability and other indications shall 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, which is accurate to the best of our knowledge and we reserve the right to modify and improve such information, but this information will not be binding. The foregoing does not relieve Buyer of its obligation to check the suitability of our products for Buyer's intended use. The same shall 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 asserted such rights in writing.

13. Buyer's Rights in case of Defects:

13.1 Buyer shall 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 impaired, that is, the goods could be used or the service was partially rendered. In case of legally justified claims arising from the quality of the delivered goods or the services rendered, 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 and obtain a refund of the amount paid.

13.2 Furthermore, Buyer shall demand, in accordance with the applicable legal conditions, compensation for direct damage and/or reimbursement of the actual expenses borne by the Buyer in order for the purpose of repairing or replacement. For avoidance of doubt, Clause 14 shall 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 shall 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 shall 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 willful misconduct 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 its 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 amount of the invoice of goods or services in question.

14.2 In no event shall we be liable for indirect damages and loss of profits, except if mandatory by Law.

15. Limitation Period. Buyer's rights to sue for guarantees, compensation for direct damage and/or reimbursement of expenses shall be time-barred in accordance with the terms defined in articles 205 and 206 of the Brazilian Civil Code (Act no. 10,406/2002).

16. Compliance with Globe Trade Regulations,:

16.1 Buyer shall comply with all Trade Control Laws and cause its employees and its affiliated companies to fully comply with all "Trade Control Laws" means all applicable legal and regulatory requirements relating to export controls, economic sanctions, trade embargoes and boycotts. No market, including tangible and intangible items (in particular technologies and software), technical support or other services (as described in the order confirmation pursuant to Section 2.1) shall be directly or indirectly shipped, transferred or performed, exported or re-exported to any country, entity or individual without the approvals required by Trade Control Laws by the designated national authority. Buyer shall not use for delivery/cargo a vehicle, equipment, vessel. Prior to any transaction, including any export of goods, technical support, or services, that is made under or in any way related to our business relationship, the buyer shall verify, represent, and warrant that (a) there will be no infringement of any Trade Control Laws by such transaction also considering the prohibitions of by-passing those Trade Control Laws and (b) the Contractor is not included in any of the restricted party lists maintained by the EU, UN, UK or US.

16.2 Buyer shall not use, sell, ship, transfer or perform goods for: the development or production of any type of or in connection with biological, chemical or nuclear weapons, or missiles capable of delivering such weapons; cyber surveillance that is, or may be, intended for use in connection with the commission of serious violations of human rights and international humanitarian law; any type of military end-use or missile launch systems; any type of nuclear activity (explosives); and the illegal manufacture of drugs.

16.3 Without prejudice to any other rights or remedies that may be available to us, we shall be entitled to terminate our business relationship or any transaction which is made on or in any way connected with our business relationship for good cause with immediate effect if the Buyer fails to comply with the obligations set out in Sections 16.1 and 16.2 above.

We shall also have the right to terminate the corresponding transaction and business relationship in the event that a legal or regulatory approval requirement applies to the export of our goods at the time of shipment, transfer or performance and such approval is not granted upon request; if a trade prohibition applies at the time of dispatch, transfer or execution; or a product registration obligation applies and registration at the time of shipment, transfer, or performance has not been granted. Delays in obtaining the necessary approvals from the responsible authorities shall not give rise to any claim for compensation.

In addition, Buyer shall indemnify and hold us harmless from any claims, damages, costs, expenses, liabilities, losses, or proceedings arising out of, or in connection with, any breach by Buyer of its obligations under Sections 16.1 and 16.2 above.

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 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.