



TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (hereinafter referred to as "Terms") shall apply to all Purchase Orders, including but not limited to, written purchase orders, electronic purchase orders via EDI, acknowledgments, confirmations, or other instruments entered into between the Parties, purchase offers and/or Purchase and Sale Agreements (hereinafter referred to as "Purchase Order"), submitted to ALPEK POLYESTER PERNAMBUCO S.A or Companhia Integrada Têxtil de Pernambuco – CITEPE ("CITEPE"), (Alpek Polyester Pernambuco S.A and CITEPE individually referred to as "Company or Seller" or jointly referred to as "Companies or Sellers") or their subsidiaries and branches with the characteristics established in the same Purchase Order.

For the purposes of this instrument, any Party that controls, is controlled or is under the common control of said party shall be considered as subsidiaries or branches in relation to any of the Parties.

All sales of the Product (Product means those materials and goods that are sold by the Sellers in compliance with their corporate purpose) are expressly limited and conditioned to the acceptance of these Terms, regardless of whether the Buyer (Buyer means any individual or legal entity that submits Purchase Orders to the Sellers) acquires Product through any Purchase Orders, unless such clauses are expressly agreed in writing and executed by the Sellers.

The Seller(s) and the Buyer individually defined as "Party" and collectively defined as "Parties".

Any additional or conflicting terms and conditions to those contained herein, attached to or referable to the Buyer's Purchase Orders, or any other prior or future communication from the Buyer to the Seller, shall have no effect on the Buyer's Product purchase from the Seller.

Any Purchase Order request from the Buyer to the Seller shall, in all cases, constitute the Buyer's unconditional acceptance of these Terms, which together with its Purchase Order shall constitute the ("Agreement"). If there is a conflict between these Terms and the specific provisions contained in the Purchase Orders, the specific provisions shall apply.

1. Prices.

Prices for the Product sold under the Agreement will be the prices that Seller has in effect on the date of shipment, unless otherwise agreed in writing.

2. Payment Terms.

(a) The Buyer shall pay all invoices, without discounts, in reais, by wire transfer of immediately available funds to the bank account designated by the Seller, which will be previously informed to the Buyer. If payment terms are not specified, payment must be received by the Seller no later than thirty (30) days following the date of the Seller's invoice. If the Buyer does not make any payments within the established period, the Seller will charge late payment interest on the unpaid balance of any invoice starting on the day following the due date of said payment. If the payment due date falls on a Saturday, Sunday, or a holiday, the Buyer must make the payment on the business day following the due date.

(b) The Seller, at its discretion, may at any time restrict the payment terms granted to the Buyer, whereby the line of credit offered by the Seller may be modified, reduced, or canceled at any time, at the Seller's discretion.

(c) Notwithstanding the foregoing, if the Seller determines, in its sole discretion, that the Buyer's creditworthiness or future performance is deficient or unsatisfactory, the Seller shall be entitled to (i) suspend deliveries of Product, (ii) request advance payment for the Product by bank transfer, in amounts immediately available at least five (5) days in advance of the scheduled date for shipment of the Product, and/or (iii) request a guarantee to the satisfaction of the Seller that ensures payment and fulfillment of the Buyer's obligations under this Agreement, at least five (5) days before the Product's scheduled shipment date.

(d) The Seller reserves the right to set off against any amount the Buyer owes the Seller under the Agreement or any other agreement between the parties.

(e) Delay of requested material certificates, quality documentation, import orders, packing lists, or any other related documents will not lead to an extension of the payment term.

3. Tax Obligations

All taxes, rights, Contributions, tariffs, consular fees, fees, penalties, and any other charge imposed by any governmental authority, now or subsequently, in connection with this Agreement or with the production, processing, manufacture, sale, delivery, transportation, import, or export of the Product, or with the delivery of funds as payment for the Product shall be the responsibility of and paid for by the Buyer. If they were paid or will be collected by the Seller, the Buyer shall reimburse the Seller for such amounts within ten (10) days following the date on which the Buyer receives written notice from the Seller.

4. Limited Warranty.

The Seller warrants that, upon delivery:

(i) the Product satisfies the Seller's current written specifications for the specific Product sold subject to this Agreement;

(ii) the Product has been manufactured according to all federal and state laws and regulations applicable to the Product and the Seller's sale thereof in accordance with this Agreement; and

(iii) it shall transfer Product ownership free of any encumbrance or restrictions. The Seller does not offer guarantees against intellectual property violations of any kind (including patent, trade secret, or registered trademark) resulting from using the Product, by itself or in combination with other products, to manufacture, use, sell, offer to sell, or import the Product by itself or together with other products, or the use of materials during any process. The Buyer assumes all risks and obligations of the results obtained by the Use (according to the definition of such term in Section 6) of the Product, whether it is used by itself or in combination with other substances or in any process. The Seller may discontinue the delivery of the Product, and the manufacture, sale, offer to sell, use, or importation which, in its opinion, shall lead to infringement of any patent. EXCEPT AS PROVIDED IN THIS SECTION, THE SELLER EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR NOT, INCLUDING, WITHOUT



LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY USE IN COMMERCE OR TRANSACTION. IT IS THE BUYER'S SOLE RESPONSIBILITY TO ENSURE THAT THE PRODUCT IS FIT AND SUFFICIENT FOR ITS INTENDED USE. The Seller makes no warranties or representations to the Buyer, its affiliates or subsidiaries, or any third parties as to its ability or the ability of others to act properly in the event of a failure of a computer or device to accurately store, process, provide or receive data, in connection with this Agreement.

5. Inspection; Limitation of Liability; Seller's Default

The Buyer shall examine the Product, at its expense, immediately upon delivery and shall notify the Seller in writing of any applicable claim within 30 (thirty) days from the date of delivery. Before the Use (term defined below) of the Product (except for reasonable quantities for testing and inspection), the Buyer shall notify the Seller in writing if the Product does not meet specifications. If the Buyer fails to give the Seller written notice of a defect or inferiority in quality within such thirty (30) business day period, any Use of the Product (except for reasonable amounts for testing and inspection) shall constitute full acceptance of the Product and a waiver by the Buyer of any claim in that regard. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL LOSS OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN ANY WAY RELATED TO PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, OPERATIONAL INTERRUPTION OF BUSINESS, WHETHER OR NOT CAUSED BY THE SELLER'S NEGLIGENCE. The Buyer's exclusive remedy for nonconformity for any action or claim under this Agreement, including for non-delivery or late delivery, shall be limited, at the Seller's discretion, to (i) replacement of non-conforming Product; or (ii) refund of the price of such non-conforming Product. In no event shall the Seller's cumulative liability exceed the price of the Product supplied that was the direct cause of the alleged damage.

6. Technical information; Hazards and Preventive Procedures.

Any assistance or technical information provided by the Seller or any of its affiliates shall be deemed given and accepted at the Buyer's risk and shall not serve as a warranty or specification unless otherwise expressly provided. The Buyer agrees to become familiar with all hazards and precautionary procedures regarding the handling, transportation, or Use of the Product, or materials made in whole or in part from the Product, and the containers in which such Products are shipped. And it shall handle materials, Products, and containers properly in accordance with the foregoing. The Buyer accepts the risks associated with the handling, unloading, landing, storage, transportation, use, disposal, processing, mixing, or reaction (the "Use") of the Product supplied under the Agreement and assumes responsibility for advising its employees, agents, contractors, and customers in connection with such Use of the risks to human health or human safety and the environment, whether the Product is used alone or in combination with other substances or in any process or other activity.

If the Seller supplies safety data sheets regarding the Product, the Buyer explicitly agrees that it shall advise all of its employees, agents, contractors, and customers who will Use the Product of such safety data sheet and any supplemental safety data sheets or written notices received from the Seller from time to time, without this implying any guarantee or liability of the Seller towards the Buyer.

In addition, if the Buyer believes or has reason to believe that the MSDS or any other information supplied to the Buyer by the Seller is inaccurate or in any way insufficient for any purpose, the Buyer shall notify the Seller, and grant the Seller a reasonable time to supplement or correct such information. The Buyer's failure to give timely notice shall be further deemed a waiver by the Buyer of any and all claims, demands or actions for personal injury, environmental or property damage, resulting from the Use of the Product, as the Buyer shall in any event, including for inaccuracies, insufficiencies or omissions in the security sheets, if any (including but not limited to), defend, indemnify and maintain the Seller, its affiliates and their respective employees, officers, directors and shareholders (jointly the "Indemnified") safe from and against any and all claims, lawsuits, actions, strict liability, penalties, fines, administrative sanctions, expenses (including attorneys' fees and commissions) and obligations of any kind (the "Claims") that may arise for any reason, including personal injury, death, property or environment damage, regardless of whether based on negligence, strict liability, contract or breach of warranty, resulting from or related to the violation of its obligations under this Agreement or from the sale or Use of the Product or material produced, in whole or partially. The Buyer's obligation to indemnify the Seller in accordance with the provisions of this paragraph shall survive the termination or cancellation of this Agreement.

7. Quantity

Product quantities will be determined by the Seller's metering equipment installed at the Seller's plant, unless a manifest error is proven. No adjustments will be made in cases of (i) quantities delivered more than 30 (thirty) days in advance from the date on which the measurement confirming such error is verified, or (ii) claims less than 0.5% (five tenths percent) of the quantities measured by the Seller at the point of shipment. Product quality will be determined by the Product sample obtained by the Seller at the Seller's point of shipment.

8. Force Majeure, Administrative Measures, and Changed Circumstances.

(a) Fortuitous Event and Force Majeure.

The Parties are exempt from fulfilling their obligations under the Agreement, provided that the fulfillment of their obligations is impossible or delayed, directly or indirectly, due to Fortuitous Events or Force Majeure, as provided for in Article 393 of the Brazilian Civil Code.

Neither the Buyer nor the Seller shall be liable for damages, losses, claims, or demands of any nature arising from delays or failure to perform any of their obligations under the Agreement attributable to Fortuitous Events or Force Majeure. Fortuitous Events or Force Majeure mean any act or event which prevents the affected Party from performing its obligations under the Agreement if such events are beyond the reasonable control of the affected Party, including, but not limited to, the following or any similar, equally serious event:

- (i) natural disasters such as epidemics, pandemics, storms, floods, lightning, earthquakes, and fires;
- (ii) acts of war (whether declared or undeclared), civil unrest or insurrection, riots, sabotage, acts of terrorism;
- (iii) sea, rail, road, or air transport disasters;
- (iv) strikes or other labor disputes that are not due to breach of any employment contract by the affected Party;
- (v) acts or omissions of a Brazilian government authority that have not been voluntarily induced or promoted by the affected Party or that arise as a consequence of any breach of their obligations, including any change in Law;



(vi) failure of the mechanical or chemical functions of equipment normally used by the Seller for the manufacture, handling or supply of Product, or internally produced intermediate products used in the manufacture of Product); and

(vii) the delay in obtaining or the lack of supply of raw materials, fuel, electricity, or other services that are necessary for the manufacture of the Product in sufficient quantities; As long as the party affected by a fortuitous or Force Majeure event has given written notice to the other party (i) within a term that does not exceed seven (7) days after having become aware of said event, specifying the details and the approximate duration of the same and (ii) opportunistically, once the party is no longer prevented from performing its obligations under the Agreement as a result of an Act of God or Force Majeure.

Additionally, the affected Party shall make an effort to remedy or mitigate the effects of the Fortuitous Event or Force Majeure. It is expressly understood that Fortuitous Event or Force Majeure shall not include any of the following events:

(1) financial hardship;

(2) change in market conditions; or

(3) delay in the delivery of machinery, equipment, materials, or spare parts, as long as said delay has not been caused by a fortuitous event or Force Majeure.

Neither party will be obligated to settle claims or disputes with employees; nor shall the Buyer be excused from payment of amounts due or resulting from the Seller's credit terms.

The quantities affected by Fortuitous Events or Force Majeure will be omitted from the Agreement without impacting its validity. In the event of a reduction in the production of the Product as a result of Fortuitous Events or Force Majeure, the Seller shall have the right to apportion its production among its internal or external clients in the terms it deems appropriate. If the Seller acquires any quantity of Product while facing a Fortuitous or Force Majeure event, the Seller may use or distribute such Product at its discretion, without obligation to supply any amount of Product to the Buyer.

Under no circumstance will the Seller be obliged to obtain Product for the supply agreed herein that has not been delivered due to Fortuitous Events or Force Majeure.

(b) Impracticability.

If an administrative measure substantially affects the Seller's right to set prices or transportation conditions; or if, for any reason, the Seller closes the unit(s) or the plant that manufactures the Product; or if changed circumstances (whether foreseeable or unforeseeable) causes the Seller to incur a loss for supplying the Product under the terms of the Agreement, the Seller may suspend the performance of its obligations and/or terminate this Agreement by giving written notice to the Buyer without any additional liability to the Seller.

(c) Changed Circumstances.

It means any of the following events impacting the finances of the affected party under this Agreement in a material way:

(i) the imposition of new, amended laws, laws that are no longer in effect, regulations, government taxes, or charges that have the effect of increasing the cost of raw materials if such increase in the cost of production has not already been incorporated in the formulas of corresponding Gross prices for the Seller's products;

(ii) the imposition of (a) any new import duty (or the expiration of any waiver of import duties or preference) or any increase in the type of import duty, or any new anti-dumping tariff on raw materials, or (b) other new governmental restrictions on the importation of raw materials into Brazil, including but not limited to, exchange rate controls, import licenses, or other non-tariff trade barriers).

If a long-term situation adversely affects the Buyer or the Seller due to changed circumstances, the affected party may notify the other party requesting the renegotiation of the Product's price and specifying the reason for such request.

The contracting Parties shall meet to hold negotiations in good faith to remedy the situation to the satisfaction of both. If the Parties do not reach an agreement on such situation, the affected Party shall have the right to terminate the Agreement by giving written notice at least 30 days in advance.

During this 30-day period, all terms and conditions of this Agreement will remain in effect.

Notwithstanding the foregoing, the Seller may, by giving the Buyer notice at any time prior to delivery, increase the price of the Product to reflect any increase in the cost of the Product that is due to:

(i) any event beyond the Seller's control (including currency fluctuations, increases in taxes and duties, and increases in labor, materials, utilities, transportation, or other manufacturing or delivery costs);

(ii) any request by the Buyer to change the delivery date(s), quantities or types of Product ordered, or the specification thereof; or

(iii) any delay caused by any instruction of the Buyer or failure to provide the Seller with adequate or accurate information or instructions for such delivery.

9. Ownership Title and Insurance.

Unless the Seller agreed otherwise in writing at the Purchase Order, all shipments shall be FCA at the Seller's designated facility (per Incoterms® 2020). Except as provided in this Agreement, title to and risk of loss, damage, and Product contamination passes to the Buyer when the Seller makes the Product available to the carrier at the point of shipment; and the Product will be deemed "delivered" at such time. Upon transfer of product ownership to the Buyer, the Buyer assumes all risks and obligations, and the Seller shall not be liable to the Buyer for any damage or injury to persons, property, or the environment resulting from or in connection with the Product.



10. Delivery.

(a) The Seller may select any reasonable delivery method and shall not be liable if the Buyer has not provided instructions as to the shipment method by the time the Product is available for supply. To the extent that the Agreement allows flexibility regarding the time and volume of deliveries, the Parties agree to cooperate as much as is possible to coordinate delivery periods and times, and the Buyer shall give reasonable advance written notice as to the quantities and delivery schedules desired, all subject to the amounts specified in the Agreement. The Buyer shall be solely responsible for any delays resulting from the transportation, delivery, loading, or storage of the Product, and the Seller shall not be liable to the Buyer for damages or late charges resulting from delay in delivery of the Product.

(b) The Seller shall have the right to require the execution of a prior access agreement from the Buyer, its transporters, contractors, or agents and, as the case may be, to grant or not to grant the latter access to the plant. The Buyer, its carriers, contractors, and agents agree that they shall abide by the Seller's safety rules and regulations while in the Seller's plant.

(c) The Seller reserves the right to reject transports, containers, or warehouses presented for the loading/unloading/transfer or handling of the Product, which, in the Seller's opinion, could offer any risk or potential risk situation.

(d) The Seller reserves the right to refuse to load/unload, transfer, or operate the Product in any condition that the Seller deems, in its sole discretion, to be unsafe, including but not limited to, conditions caused by drivers, chauffeurs, staff, equipment and/or weather conditions without this causing any damage to the delivery time.

(e) Should a Product leak or spill occur after its loading onto the carrier designated by the Buyer, the Buyer must make all notifications and reports required by law and must give the Seller written notice of said notifications and reports of leaks, spills, or any Product loss within two (2) days following their preparation. In addition, the Buyer will be responsible for, and must immediately clean up, said Product leak or spill in accordance with the applicable Laws. If it fails to comply with this obligation promptly, the Seller may perform the notifications, reports of leaks or spills, management, and cleaning at the Buyer's expense.

(f) For all Product deliveries covered by this Agreement, the Buyer shall be solely responsible for unloading the Product.

(g) the lack of delivery notes, reference, invoices, or "bill of lading" within the Purchase Orders shall not generate any responsibility for the Seller.

(h) The Seller reserves the right (if necessary) to subcontract part of the work relating to products and/or services it shall supply under the Purchase Order without the prior written consent of the Buyer.

11. Containers.

The Buyer shall return the containers and assume any other obligations, including demurrage charges, relating to such containers. The Parties agree that if the Buyer does not return such containers within the period established by the shipping company in question, the Seller shall have the right to request in writing payment of any demurrage charges, and the Buyer shall be obliged to pay the Seller all costs generated in connection with the delay.

12. Interruption.

The Seller reserves the right to interrupt deliveries of any Product if the manufacture, sale, or Use, within reason, would violate the rights of any third party. The Seller reserves the right to discontinue the sale of Product to the Buyer accused of counterfeiting trademarked products. The Product Seller or manufacturer reserves the right to interrupt the production and sale of any Product solely to comply with the pending agreements.

13. Breach.

The Seller may terminate this Agreement when any of the following events occurs:

(i) The Buyer's failure to provide a guarantee to ensure performance of its obligations under the Agreement, if required by the Seller;

(ii) The Seller has not received any payment from the Buyer on the date such payment is due under the Agreement, and such breach has not been remedied within five (5) days;

(iii) Buyer's breach of any of its obligations under this Agreement, only if the Buyer does not remedy it within the following ten (10) days counted from the corresponding written notification;

(iv) The Buyer is declared bankrupt or in court-supervised reorganization; the Seller, at its discretion and without prior notice to the Buyer, shall be entitled to exercise any of the following options:

(a) suspend performance of its obligations under this Agreement or any other agreement between the Buyer and the Seller;

(b) terminate the Agreement or any other contract between the Buyer and the Seller, in which any or all of the Buyer's obligations, including payments or deliveries due, at the Seller's discretion, shall be immediately due and deliverable, as the case may be;

(c) set off against any amount the Buyer owes the Seller under this Agreement or any other agreement between the parties. Notwithstanding that the Buyer must perform its obligations, such remedies shall be added to any other rights or remedies to which the Seller is entitled by law. In addition, the Seller shall be entitled to recover from the Buyer all legal expenses and attorneys' fees incurred by the Seller in connection with the Buyer's default,

14. Patent Infringement Arising out of Product Use.

The Buyer expressly assumes the risk of and agrees to the fullest extent permitted by Law to indemnify, defend, and hold Parties harmless from any Claims or patent infringements arising out of the Buyer's Use of the Product, whether alone or in combination with another product or material or in the operation of any process.



15. Law Enforcement.

(a) The Parties agree to fully comply with all applicable national and foreign laws, treaties, circulars, conventions, guidelines, statutes, regulations, rules, regulations, orders, court orders, processes, requirements, or decrees of any authority government agencies, commissions and jurisdictional bodies with jurisdiction (the "Laws") applicable in connection with the performance of this Agreement, including U.S. Foreign Corrupt Practices Act, OECD Anti-Bribery Convention, Canada's Corruption of Foreign Public Official Act (S.C. 1998, c.34), United Kingdom's Bribery Act 2010, Mexico's General Law of the National Anti-corruption System or any other applicable law or treaty against bribery or corruption. Additionally, both Parties agree to provide their employees with a workplace that complies with the ETI base code, a recognized international code of labor practices - www.ethicaltrade.org/resources/ETI-base-Code, if applicable.

If the Product must pass through customs in the United States of America, both parties ensure that it will comply with all customs laws, including branding regulations and export control regulations of that country, and attest to the accuracy and truthfulness of all statements made on invoices or customs forms.

(b) Buyer shall be responsible for compliance with all applicable Laws once the Product has been delivered by the Seller under this Agreement, including but not limited to, those relating to the operation, labeling, packaging, safety, storage, processing, and the environment.

(c) If any license or government or other authority permit is required for the acquisition, transportation, or Use of the Product by the Buyer, the Buyer must obtain the same at its cost and, if necessary, provide the Seller with evidence of the same if requested. If the Buyer does not present evidence of the above to the Seller, the Seller will have the right to suspend shipments, but if the Seller does not do it, it does not entitle the Buyer to withhold or delay the payment of the price for the Product previously shipped. All expenses and charges incurred by the Seller due to failure to provide the proof mentioned above shall be paid by the Buyer within ten (10) days following receipt of the Seller's written request.

16. Confidentiality.

The Buyer agrees to keep all Seller's confidential information in connection with this Agreement that is not in the public domain, including but not limited to: specifications, drawings, and other technical, commercial, or sales information, or work information (collectively the "Confidential Information"). The Buyer agrees to:

(i) use Confidential Information only for the performance of this Agreement, and

(ii) limit the disclosure of Confidential Information to those employees who need it to perform this Agreement, unless the Seller has provided prior written consent to allow other use or disclosure.

Upon request or in the event of Agreement termination, the Buyer shall promptly return all documents previously supplied by the Seller, destroy all copies of those it may have, and send written confirmation to the Seller certifying such destruction.

17. Brands.

Except as provided in a separate brand license agreement, the sale of the Product (even when accompanied by documents using any trademark or trade name) does not grant the Buyer any license, express or implied, and the Buyer may not use the Trademark or trade name of the Seller in connection with the Product.

18. Governing Law/Jurisdiction.

This Agreement shall be construed and governed by Brazilian law.

The Court of the Judicial District of the Capital of the State of Pernambuco will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement and Purchase Order.

In the event of a dispute, the parties will do their best to resolve said dispute amicably within 21 (twenty-one) calendar days counted from the day the affected party notifies the other party of such a situation.

19. Modifications.

All Seller's technical advice, services, and recommendations are intended to be used by persons having the skill and knowledge and shall be accepted by the Buyer at its own risk, and the Seller assumes no responsibility for results obtained or damages resulting from its use.

No statement or agreement, oral or written, which is not contained herein, or in a future modification celebrated in writing by both Parties, may modify the terms set forth herein. Neither Party shall be entitled to claim any modification, amendment, or waiver of any provision contained herein unless in writing and such writing: (i) specifically refers to the Agreement; (ii) identifies the modified term or provision explicitly; and (iii) is signed by the duly authorized representatives of the Buyer and the Seller.

20. Notices

All notices, consents, communications, and transmissions under the Agreement shall be in writing and will be deemed to have been received on the day of delivery if delivered by hand, by a nationally recognized overnight messenger service or by parcel service, or by fax (with written confirmation of completed transmission); or within three (3) business days if sent as certified or registered mail with acknowledgment of receipt by mail, using Brazilian mail, postage prepaid, addressed to the Party to whom the notification refers, at the Party's address as stipulated in the Purchase and Sale Agreement or at the Seller's offices located at Rodovia PE 60, km 10, Zona Industrial 3B, SUAPE, Ipojuca, PE, Brazil, CEP 55590-000.

21. Independent Agents.

The Seller and the Buyer are independent contractors only, without an employment relationship. Thus in no case may they be considered under the Agreement as partners, employer/employee, principal/agent, or are listed here as parties to another relationship, similar legal relationship concerning the transactions contemplated in the Agreement or otherwise, and no fiduciary, advisory or any other relationship that imposes indirect responsibility will exist between the Parties under the Agreement or the Law.



The Buyer, being the entrepreneur employing personnel to perform the Agreement, is solely responsible for the obligations arising from the legal provisions and other regulations in terms of work and social security and will therefore be liable for any claim that its workers or employees, or the workers or employees of any company it subcontracts in connection with the performance of the Agreement file against it or the Seller and shall reimburse the Seller any amount used for such expenditures.

22. No Stipulation for Third Parties.

Nothing in the Agreement is designed or construed in such a way as to confer on any person or entity any right under the Agreement in the form of a stipulation for a third party.

23. Assignments.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Buyer may not assign any interest herein or delegate any obligation under this Agreement, whether by operation of law or otherwise, without the Seller's prior written consent. Any assignment or attempted assignment contrary to the foregoing will be considered null and void and as a breach of the Agreement and will allow the Seller, in addition to any other right it holds, to terminate the Agreement.

24. Waiver of Rights.

No failure by either party hereto to exercise any right hereunder shall operate as a waiver thereof.

25. Divisibility.

If any provision of the Purchase Order shall be invalid or unenforceable, such invalidity, ineffectiveness, or unenforceability shall not affect other provisions in the Purchase Order, which shall remain in full force and effect. And the Parties shall use their best efforts to replace such provision with a valid provision that meets the original business intent to the extent legally possible.

26. Substitution.

These Terms supersede all prior terms and conditions. The names and headings of the Agreement paragraphs aim to facilitate reading and shall not be used to define or construe any of the terms and conditions thereof. No waiver of any term, provision or condition of this Agreement, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If there are refunds to be made, the Buyer shall maintain sufficient books and accounting records to document and verify its purchase obligations and history and allow the Seller to audit such books and accounting records during regular office hours. No other type of negotiation or commercial use will be considered in the interpretation or performance of the Agreement.

27. Data Protection.

The Buyer is aware of the principles set forth in Law No. 13.709/2018 (Brazil's General Data Protection Law), the rules established in Law No. 12.965/2014 - "Marco Civil da Internet" (Civil Rights Framework for the Internet in Brazil), in the Seller's Privacy Policy and of international data protection rules, and thus undertakes to guarantee the clarity, transparency, security, and protection of personal data and information that may be obtained as a result of the performance of this Agreement, ensuring that such personal data shall not be accessed, informed, transferred, assigned, or sold to any third parties that are not part of this Agreement, nor used for purposes other than those for which their use or was expressly authorized. In any case, upon termination of the Agreement, all personal data in possession of the Buyer shall be returned to the Seller in the form of a protected file and, after confirmation of receipt by the Seller, permanently deleted from the Buyer's database. Such return and deletion of personal data must be carried out within ten (10) business days after the termination of the Agreement, for whatever reason.