

## **GELITA DO BRASIL**

### **GENERAL TERMS AND CONDITIONS OF SALES**

#### **1. General**

1.1 – This agreement establishes the general conditions for the supply of Goods, unless agreed otherwise in writing, by GELITA do Brasil Ltda. and the Buyer (identified in the Sales Order that can be given by email or any other documents).

1.2 – No modification of any provision of these conditions will be deemed as binding to the Seller unless agreed to in writing by a representative that is duly authorized by the Seller.

#### **2. Delivery**

2.1 – Unless otherwise agreed in writing, the delivery will be performed in accordance with the order confirmation.

#### **3. Delivery time**

3.1 – If there is a delay in the delivery because of one of the circumstances specified in item 9 below, or any circumstances arising from the fault of the Buyer, which imply the impossibility of the timely fulfillment of the obligations assumed based on this Contract, the deadlines arising from this Contract will be automatically extended for the duration of the event that has caused such impossibility. In these hypotheses, GELITA cannot be held liable for the delay in the delivery of the Goods or any other form of default of the obligations agreed herein. GELITA must inform the BUYER about such an event and about the consequent postponement of the delivery of the Goods.

3.2 – If the Buyer does not retrieve the goods on the dates listed in the sales order, the Buyer is still in any way obligated to make the payment.

#### **4. Successive deliveries**

4.1 – If the parties agree on successive deliveries or partial deliveries, such deliveries will be considered as separate sales.

#### **5. Price adjustment**

5.1 – GELITA can review the price before a delivery, taking into account any unforeseen changes in conversion rates, taxes, fees or other Government charges that increase the costs of the product to be supplied, informing the Buyer for his prior acceptance.

5.2 – Except when otherwise specified, all prices will be quoted excluding taxes, such as IPI (Brazilian Federal Value-Added Tax on Manufactured Goods), ICMS (State Value-Added Tax), PIS (Mandatory Contribution to the Brazilian Profit-Sharing Program) and COFINS (Mandatory Contribution to Fund Social Security) and any other fees or charges applicable from time to time in the Brazilian jurisdictions.

5.3 – The applicable taxes will be added to the prices in each case.

#### **6. Billing and payment conditions**

6.1 – The billing will be made by GELITA on the dates and stipulated in the Sales Order. The due date will be informed in the invoice issued by GELITA to the BUYER and must be complied with under penalty of subsequent supplies being interrupted. Any postponement in the due date must be agreed and authorized in writing by GELITA, which reserves the right to deny extensions at its discretion. The invoices will be issued by GELITA including the taxes under the laws in force. Changes in legislation occurring after the signing of the Sales Order that cause changes in the taxation of the Goods will have their effects reflected in the prices at the time of the billing.

6.2 – The actual date of payment will be deemed to be the date on which the payment is credited to the account of GELITA or when the payment is performed by bank collection document. The non-payment of the bills in their respective due dates will result in delinquency charge and/or interest, charged until the date of actual payment.

6.3 – In case of default of the BUYER, GELITA is under no obligation to receive any new orders for Goods and deliver the Goods listed in any other pending orders, even if they were already received and approved previously. Such suspension will remain in force until the moment of actual payment of the outstanding balance, plus interest, inflation adjustment and all other expenses GELITA has incurred. If the default of the BUYER has caused other damage to GELITA, the suspension of the supply will last until the damage is repaired.

6.4 – If, before delivery, reasonable doubts arise that the Buyer is unable to comply with his obligations to make the payment, GELITA will have the right to require a guarantee of payment. If this guarantee cannot be provided by the Buyer, GELITA will have the right to withhold delivery until the guarantee is provided or terminate the contract.

#### **7. Defects and lack of goods**

7.1 – It is not the responsibility of GELITA that the goods will be suitable for the specific purposes of the Buyer.

7.2 – The liability of GELITA is limited to the quality of the Goods supplied in accordance with the technical specifications agreed previously. In case of any claim for quality defects in the Goods supplied, GELITA must be notified in writing within a maximum period of thirty (30) days after the date of delivery (Article 445, of the Civil Code). If the BUYER does not notify GELITA on any claim for non-compliance with the technical specifications within the thirty (30) days following the receipt of the Goods, it is assumed that the Goods delivered conform to the physical and chemical properties specified. Claims will not be valid if the BUYER or third parties have made any modification or change in the Goods delivered.

7.3 – In the event of hidden defects in the Goods supplied, which cannot be observed by the BUYER at the moment of the receipt of the Goods, the BUYER must notify GELITA of their occurrence within thirty (30) days from when the defect is noticed.

7.4 – If GELITA is directly held liable by the final consumer, in judicial or extrajudicial remedy, for defects in the Goods sold, the BUYER will be ultimate liable for bearing, even if as indemnity, the amount of the damages, or the cost arising from the repair of the Goods. GELITA may make the appropriate deductions in future supplies of Goods for the offset of its credit, including suspending any pending supplies, if necessary, to receive the amounts due in accordance with this clause.

7.5 – Claims against GELITA are limited to events resulting from gross negligence or willful misconduct on the part of GELITA. It is expressly excluded any liability from GELITA due to fortuitous event or acts of God.

7.6 – GELITA will not accept the return of Goods, unless a quality defect is proven. Any return will be preceded by the analysis of the Goods, to be carried out by the quality control of GELITA. The BUYER will give full opportunity to GELITA to inspect the Goods object of the claim and to fix any problems that may be present.

7.7 – Notwithstanding the above, GELITA will not be liable for any injury or damage caused that arise from any of these conditions:

- (a) Products that have been misused, transported or stored improperly, handled outside the specifications or modified by someone other than the Seller;
- (b) Products manufactured by the Buyer or products from which the products of the Buyer are part of, and
- (c) Defects resulting from normal use.

#### **8. Limitation of liability**

8.1 – Under no circumstances GELITA will be liable for any indirect or consequential damages such as, for example, but not limited to loss of profits, production losses, loss of opportunity or contracts, or any other consequential or special damages arising from or in connection with the contract signed between GELITA and the Buyer, regardless of the resulting cause.

8.2 – The total liability of GELITA will be, whatever the cause, limited to the coverage contracted by GELITA together with the insurance company responsible for the policy in force.

#### **9. Acts of God**

9.1 – If any of the obligations of either party in relation to any contract is prevented, obstructed or delayed because of acts of God, such party will be released from all liability regarding compliance with such obligations until the impediment has been removed and the party may, if the impediment persists for more than three (3) months, terminate the contract.

9.2 – The term 'acts of God' includes labor disputes, military mobilization, war, restrictions on exports and imports and other government interference, fires, floods and other natural causes, damage to machinery and other unforeseen disturbances in production, general shortage of means of transport or disturbances in traffic on highways, ports or other transport institutions, negligent or late delivery by subsuppliers or any other circumstances that are whatsoever beyond the control of the parties and that may affect the conditions of the parties to fulfill their obligations.

#### **10. Disputes**

10.1 – The terms and conditions of sale in question will be governed by the laws of the Federative Republic of Brazil, and the parties elect the Jurisdiction to resolve any disputes that may arise around this contract.

#### **GELITA DO BRASIL LTDA.**

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