

General terms and conditions of supply

1. Scope

1.1 Any supply to be carried out by Komax Comercial do Brasil Ltda. will be subject to the general conditions established herein.

2. Hierarchy

2.1 In case of any conflict between the terms and conditions, the following order shall prevail: the agreement duly executed by both [parties], the Komax request or order confirmation, this agreement, the Customer's request or quotation request, the Customer's general conditions of purchase.

3. Orders

3.1 Any quotation request or order from the Customer shall contain accurate information and all details applicable to the desired products and services, including any applicable regulations in the packaging and delivery, and its validity is subject to express confirmation of acceptance by Komax, which may be given by electronic means (Komax Direct).

3.2 The scope of delivery will be restricted to the content expressly specified in such confirmation and its annexes, with any additional products or services being subject to additional charge by Komax.

3.3 Komax at its discretion is authorized to promote changes that shall result in improvements provided that such changes do not result in a price increase.

3.4 Komax leaflets and catalogs may be modified at any time, reason why the technical data will only bind the parties if expressly provided in the order confirmation.

4. Price

4.1 Unless otherwise stated herein, any presented amounts will be net, and the Customer shall bear all taxes, fees and customs fees, as well as license, packaging, insurance and transportation costs, which will be specified separately in the invoice. The prices will be readjusted in the following cases:

- extension of delivery period,
- change in the scope of supply,
- discrepancies between the Customer's specifications and the actual conditions,
- salary variation or the price of raw materials between the proposal submission deadlines until the agreed execution of such.

5. Payment

5.1 Payment will be made in the manner specified in the order and, in the absence of such, within 30 days after the invoice, and any deduction or subtraction will be forbidden.

5.2 The payment will be deemed valid only when the amounts are actually free and available in Komax's bank account and the delay will result in the application of a 10% fine, plus legal interest of 3% per month and "pro

rata" monetary restatement, regardless of [contract] termination at the discretion of Komax, and the protest and collection actions are hereby authorized.

5.3 Payment by credit card will not be accepted.

5.4 No maturity date shall be extended in the case of delays which are not attributable to Komax, if a recast is required or if there are missing parts that do not prevent the use of products delivered.

6. Termination

6.1 Komax may, at its discretion, discontinue or retain ready-made products until an agreement between the parties is reached in cases of non-payment or agreed guarantees, or if there is evidence of Customer's insolvency.

6.2 If no agreement is reached within a reasonable time, Komax shall be entitled to terminate [the agreement] and claim compensation for loss and damages and loss of profits pursuant the law.

7. Title retention

7.1 Until the actual payment is confirmed, all products delivered by Komax will be subject to the title retention pursuant the law in force, and the Customer being responsible to safeguard their integrity.

8. Delivery

8.1 The term of delivery will be that fixed in each order, conditioned to the fulfillment of Customer's obligations regarding payments, guarantees, licenses and technical indications, and may be extended without penalty if:

- the Customer has failed to punctually submit relevant information requested by Komax or has altered such information
- occurrences outside the scope of Komax, such as, and not limited to epidemics, war, revolution, accidents, lack of raw materials, semi-finished or finished products by subcontractors, actions or omissions by public authorities and natural disasters.

8.2 Unless otherwise agreed upon by, delivery will comply with the FCA - Free Carrierrule as per the latest INCOTERMS, and the Customer must inform in advance about any special care required for shipping, transportation and insurance.

8.3 The packaging will be invoiced separately and will not be returnable and, if agreed upon by, the return must be provided by Customer at its own expenses.

8.4 Partial delivery is allowed, unless otherwise stated.

8.5 In the event of postponement of delivery at the request of Customer or any fact not attributable to Komax, the risk will pass on to the Customer at the time initially intended for the outflow of such products, and storage and insurance shall bear on account of this.

8.6 Shipments which are damaged in the transport must be provisionally accepted and damages immediately reported to Komax via proper form available at www.direct.komaxgroup.com or www.komaxgroup.com.

9. Formal acceptance

9.1 The Customer shall, within 14 days of receipt, inspect the delivered products and services provided, informing any nonconformity in writing through the proper form available on the website as indicated above. The absence of any manifestation as required will be deemed as an acceptance for all legal purposes. Komax will endeavor its best efforts aiming at resolving any reported defects as soon as possible. Once they have been remedied, the parties shall conduct a test in the presence of their representatives in order to confirm full operation and ratify the formal acceptance.

9.2 If there are any exceptions, the Customer shall specify which faults are not remedied in that moment, so that Komax will inform a reasonable time for their solution and carry out a new acceptance test.

10. Guarantee

10.1 The products total term of guarantee is of 12 months from the formal acceptance.

10.2 Any modification or repair taken by Customer, or third parties not authorized by Komax will result in loss of such guarantee.

10.3 The guarantee claim must be carried out by Customer through the proper form "Guarantee Request Worksheet" available on the website as indicated above, Komax being entitled to repair or replace any part of the products covered by the guarantee.

10.4 The Customer shall bear the related costs that exceed the usual costs of transportation, personnel, travel and subsistence, as well as disassembly and reassembly of defective parts.

10.5 Any defects resulting from normal wear and tear, improper maintenance, non-observance of operating instructions, excessive voltage, use of improper consumables, influence of chemical or electrolytic action, arising from construction or installation not performed by Komax or resulting from other reasons beyond the Komax control, as well as in relation to the software are excluded [from the guarantee] in case of modifications and / or combination with third party software and improper use as well.

11. Third party rights

11.1 Komax hereby guarantees that it has all rights to perform its activities in accordance with the agreement.

11.2 Any third-party notifications regarding the delivered products must be notified to Komax within 5 days so that Komax may assume the Customer's defense against such claims, at Komax expenses.

11.3 If Komax is unsuccessful to defend or regularize such and the third party claims are based on a court decision, then Komax will pay compensation for each direct loss incurred by Customer due to third party claims, and nothing more will be due at any other title, especially loss of profit and losses and damages.

11.4 The Customer assumes full responsibility for the lawful use of the products and which are not employed to manufacture products that infringe the patents or other

third party's rights; Komax refuses to assume any responsibility in this regard.

12. Return of material authorization process (RMA process)

12.1 Any return of parts or machinery by Customer shall be preceded by a written notice by means of the "Sales Return Guidelines" form available on the website as indicated above, to which a Return Material Authorization (RMA) number will be assigned.

12.2 Any shipments without following this procedure will be refused and returned back to the sender at its expenses and Komax may properly invoice the returned parts or machines, or (in case of an advance) give them out granting the Customer a credit in this regard.

12.3 The electronic components called ESD (Electrostatic Sensitive Device) may be destroyed by electrostatic charging, so these parts must be shipped, transported and stored in special and suitable ESD packaging and may be refused in case of noncompliance with these information.

12.4 The Customer shall return the spare parts, the products delivered and the services rendered by way of guarantee within 90 days after the date of communication, after which Komax is entitled not to accept such parts or machines, and send them back at the Customer expenses or, if necessary, invoice them correctly, or (in case of prepayment) give them out, granting the Customer a credit in this regard.

13. Contract termination by Komax

13.1 The parties shall agree in good faith on new conditions in the event of an economic and financial imbalance of the obligations assumed herein, and Komax reserves the right to terminate [the agreement] if such a renegotiation is not economically justifiable.

13.2 The termination shall be given by written notice, being entitled to the proportional receipt of the products and services delivered, and shall also the Customer shall be reimbursed for any amount paid in excess of the corresponding product or service that was delivered to it; and no indemnity shall be due in any way.

14. Intellectual property

14.1 No provision between the parties shall represent any assignment, in whole or in part, of the intellectual property rights, including drawings, drafts, circuit diagrams, technical specifications, manuals and others which may be made available in the scope of supply, with its use being forbidden for any other purpose other than such.

15. Confidentiality

15.1 Subject to the strict confidentiality, matters of a technical and financial nature and other communications shall not be provided or disclosed to third parties under any circumstances, unless expressly authorized by the opposing party, and such obligation shall remain in force for the period of validity of the agreement entered into by and between the parties and under any circumstances during the period of two (2) years of its termination.

15.2 Any mention of Komax by Customer in its disclosure material will depend on prior and express authorization of it.

16. Severability

16.1 If any provision contained in documents comes to be deemed as being invalid, illegal or unenforceable, the remaining provisions shall not be affected, and the parties shall negotiate their replacement in good faith by other valid ones whose economic effect is the closest as possible.

17. Bond

17.1 The supply does not create any exclusivity or bond of association, employment, partnership or solidarity between the parties, nor does it grant permission or mandate to perform acts on behalf of one another, particularly and exclusively fulfilling their respective commercial, labor, social obligations pursuant the law.

18. Update

18.1 This agreement shall always be presented in its most current version, as amended from time to time by Komax, without prior notice, which shall be available at <http://policies.komaxgroup.com>.

19. Law

19.1 The supply will be subject to the Brazilian legislation in force.

20. Amicable solution

20.1 Any disputes will be submitted to a round of negotiations with the involvement of the parties and their lawyers aiming at an amicable solution before submitting any issue to the court.

21. Venue

21.1 The venue will be the place of supply, being Komax entitled to choose the venue at the Customer's headquarters.

Valid from July 2021