

General Terms and Conditions – Sales of Goods (OBR)

This document contains the GTC's for sales of goods by **Oleon do Brasil**. If you are a customer of **Oleon Americas, Oleon NV, Oleon Asia-Pacific or Oleon China (mainland or FTZ)**, please contact your account manager to receive the GTC's of sale for your region.

1. Definitions and applicability

1.1. **Definitions.** For the purposes of this Agreement:

- "Agreement" means any sale of Goods between Parties.
- "Appointees" means employees, officers, managers, directors, representatives, agents, affiliates or successors.
- "Business Days" means any weekday except for Saturday, Sunday and public holidays in Brazil.
- "Buyer" means the entity who purchases the Goods from the Seller.
- "CoA" means certificate of analysis.
- "CISG" means the United Nations Convention on Contracts for the International Sale of Goods.
- "Customer Data Sheet" or "CDS" means Seller document detailing Buyer specific technical specification and quality levels regarding the Goods.
- "Goods" mean the Goods as set out in the Order Confirmation.
- "Defect of the Product" means that a product can be considered defective when it does not meet the specifications of the applicable Customer Data Sheet or Technical Data Sheet.
- "GTC's" mean these General Terms and Conditions of Sale, as amended from time to time.
- "Order Acknowledgement": a written confirmation by Seller, following a Purchase Order, confirming the receipt of the Purchase Order.
- "Order Confirmation": a written confirmation by Seller confirming the acceptance of the Purchase Order.
- "Party" or "Parties": means Seller and Buyer who may collectively be referred to as Parties or each individually as Party.
- "Purchase Order": any request by Buyer to purchase Goods from Seller.
- "Regulatory Information Sheet" or "RIS" means the Seller document containing the applicable product legislation and regulation.
- "Sanctions": any economic Sanctions laws, regulations, embargoes or restrictive measures, as amended from time to time.
- "Safety Data Sheet" or "SDS" means any document by Seller documenting safety measures that need to be taken into account regarding the Goods.
- "Seller" means Oleon do Brasil, with legal name Oleon Comércio de Oleoquímicos EIRELI, Marginal Avenue, SP 340, Pista Norte, KM 142, Galpão 11, Santo Antônio da Posse/SP, Brazil;
- "Technical Data Sheet" or "TDS" means any Seller document detailing technical specification and quality levels regarding the Goods.

1.2. **Application.** These GTC's exclusively apply to the Agreement between Parties regarding the same subject. Any other terms and conditions that Buyer seeks to impose or incorporate are rejected, especially but not limited to these mentioned on the Purchase Order. Any deviation from these GTC's requires the explicit approval in writing of Seller.

1.3. **Order of Precedence.** In case of conflict between different documents applicable to the Agreement, the following order of precedence shall apply: (i) any specific arrangement between parties, (ii) a Framework Agreement with Seller; (iii) the Order Confirmation and (iv) the GTC's.

2. Quotation and order confirmation

2.1. **Binding character.** A quotation is only binding if so confirmed in writing and insofar the quotation includes (i) a price, (ii) defined quantities and (iii) a defined delivery date/period. If these conditions are met, the quotation is valid for 5 (five) Business Days unless otherwise mentioned in the quotation.

2.2. **Order Acceptance.** The Purchase Order merely constitutes an offer by Buyer to purchase Goods. The Agreement becomes effective on the moment and insofar Seller issue an Order Confirmation to Buyer. The Order Acknowledgement does not constitute an Order Confirmation.

3. Warranty

3.1. **Quality.** Seller exclusively warrants that the Goods shall conform to the specifications in the TDS at the time of delivery, or the CDS if applicable. Seller warrants merchantability of the Goods while these are still in their original packing.

3.2. **Regulation.** Seller warrants product compliance with applicable laws and regulations, amongst which REACH regulation, within the country where Seller delivers ('ship-to').

3.3. **Warranty.** Seller warrants the Goods against defects for the shelf

life of the Goods, but in any case, it may not exceed the period of 3 (three) months after delivery. Goods can be considered defective when it does not meet the specifications of the applicable TDS or CDS. Seller declares that the warranty will be null or void if the Goods have suffered damage caused by misuse or one of the circumstances as mentioned in art. 10.1.

4. Price

4.1. **Currency.** The price of the Goods shall be in Brazilian Real unless another currency has been confirmed in the Order Confirmation.

4.2. **Included costs.** The price includes the costs of packaging, transportation and unloading waiting time ('dwell time') of two hours, insofar so determined by the applicable Incoterm.

4.3. **Taxes, duties and other costs.** Without prejudice to the applicable Incoterm, the price does not include any taxes, duties, fees, costs or charges, such as VAT, transportation levies, import duties and customs fees, nor does it cover dwell times that exceed two hours. Any bank charges, including bank commission and any other expenses levied outside the country of Seller, are for the account of Buyer.

5. Shipment & Delivery

5.1. **Delivery date.** Delivery dates will be determined in the Order Confirmation or Shipping Notification, as per the chosen Incoterms.

5.2. **Incoterms.** Parties will rely on Incoterms to agree upon delivery and risk specifications. Unless stated otherwise in the Order Confirmation or Shipping Notification, the Goods will be delivered in accordance with FCA of the location where the Goods are produced or stored.

5.3. **Delivery documents.** Seller will provide a CoA at latest at time of delivery of the Goods.

5.4. **Partial deliveries.** Notwithstanding art. 5.1, Seller may execute partial deliveries. Buyer accepts that the Goods delivered by partial deliveries can be part of different production runs.

5.5. **Quantity deviation.** For bulk products, a quantity deviation of maximum 1% will not lead to any breach or penalty. For road tank cars the quantity deviation is calculated on the weighted volume and not on the theoretical volume of the road tank car.

5.6. **Failure or delay in delivery by Seller.** If Seller fails to deliver the Goods or delivers the Goods outside of the agreed time window, the liability of Seller shall be limited to the direct and proven damages of Buyer exclusively caused by the failure or delay.

5.7. **Failure or delay to take delivery by Buyer.** If Buyer fails to take delivery or takes any other action, or fails to do so, resulting in the delay of the delivery moment, Seller will be entitled, in addition to payment of the invoice, to payment of damages incurred by Seller, such as but not limited to costs and expenses for storage, deposit, transport and dwell time, or in case of failure which makes the delivery impossible, termination of the Agreement.

6. Acceptance

6.1. **Conformity and visual defects.** Immediately upon receipt, Buyer will inspect the Goods for (i) quantity deviations, (ii) visible damage (including transport related damage) and (iii) visible defects and will note these on the transportation documents (CMR letter a.o.). Any quantity deviation (beyond the threshold of art. 5.5), visible damage or visible defect must be notified in writing to Seller within 5 (five) Business Days after receipt of the Goods.

6.2. **Hidden defects.** Before processing the Goods, Buyer will inspect the Goods for possible quality deviations or other hidden defects. Hidden defects not visible upon delivery and which become apparent later on, must be notified to Seller in writing within 5 (five) Business Days ('notification period') after they have been or reasonably should have been discovered.

6.3. **Retention samples.** Proof of visible or hidden defects is the burden of Buyer. To ensure an efficient and correct assessment of the source of possible defects, Buyer will take adequately sized retention samples of the Goods delivered and will archive these as long as a quality assessment could be needed.

6.4. **Compensation for quantity shortage.** In case of a shortage of Goods beyond the threshold of art. 5.5, sufficiently established by Buyer and duly notified in accordance with Section 6, the Parties will mutually

agree in good faith the best solution to the matter, choosing to **(i)** delivery of the proven lacking quantity of Goods at Seller's expense and within a reasonable period, or **(ii)** refund of the price of the Goods concerned.

6.5. **Compensation for defects.** In case of damage or defects of Goods, sufficiently established by Buyer and duly notified in accordance with Section 6, the Parties will mutually agree in good faith the best solution to the matter and Buyer may choose to: **(i)** compensation for damage or defects; or **(ii)** replacement of the Goods within a reasonable period; or **(iii)** refund the price of the Goods concerned.

6.6. **No suspension.** Buyer does not have the right to suspend, delay, deduct or compensate any payment for any reason related to this late or defect delivery.

7. Payment

7.1. **Invoice issuance and payment location.** Unless otherwise agreed upon, invoices will be issued on the date of shipment of the Goods and will be payable in Brazil on the bank account of Seller, without any deduction of any kind.

7.2. **Payment Term.** Unless otherwise agreed upon, all payments must be made within 15 (fifteen) days from invoice date. Payment shall be deemed received by Seller when payment is credited on his bank account.

7.3. **Payment failure.** If Buyer fails to make payment by the due date and after the first notice of Seller, Buyer is due **(i)** a late payment interest of 1% (one percent) per month calculated pro rata die and, in addition to a fine of 10% (ten percent) calculated on the unsettled amount, from the invoice date until actual payment and **(ii)** a reasonable compensation for recovery costs. Without prejudice to any Seller's right and without incurring any breach or penalty, Seller shall have the right **(iii)** to cancel or suspend any pending orders and **(iv)** to revoke credit periods and demand advance payments and/or a payment guarantee.

7.4. **Set-off.** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.5. **Assignment of payment claim.** Seller may, at its own discretion and without the prior approval of Buyer, assign and/or transfer the payment claim on Buyer to any financial institution in the context of a financing agreement, such as factoring.

7.6. **Review of Payment Term.** If **(i)** the financial situation of the Buyer and accordingly its financial rating with a reputable rating agency deteriorates, or **(ii)** Buyer failed repeatedly to pay invoices in a timely manner, Seller has the right to review the payment term as defined in art. 7.3.

8. Transfer of risk & ownership

8.1. **Risk Transfer.** Risk of loss or damage to the Goods shall irrevocably pass to Buyer in accordance with the applicable Incoterm described in art. 5.2 or otherwise agreed upon by Parties.

8.2. **Ownership Transfer.** Ownership to the Goods will be transferred to Buyer upon full payment of the corresponding invoice(s) and any other amounts due regarding the Goods, such as late payment interests. In case of full payment before delivery, ownership will be transferred at the time of transfer of risk.

8.3. **Retention of Title.** Buyer acknowledges that Seller will have a retention of title to any Goods not yet paid.

8.4. **Reselling.** Buyer may, in the ordinary course of its business, resell any Goods.

9. Term & termination

9.1. **Term.** Unless Parties entered into a Framework Agreement, the term of the Agreement is limited to the time needed to execute the Order Confirmation.

9.2. **Termination for a cause.** Without prejudice to other rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if **(i)** the other Party commits a fundamental breach of any term of the Agreement, and fails to remedy according to art. 17.1, **(ii)** a petition is filed against the other Party for a moratorium of payment, bankruptcy or a similar legal arrangement, the other Party takes any step or action in connection with its winding-up or any composition or arrangement with its creditors, having a receiver appointed to any of its assets or, in general, the other Party's financial situation deteriorates to a level that the other Party will reasonably be unable to meet its obligations under this Agreement; **(iii)** the other Party decides to close its business; or **(iv)** any direct or indirect change in control of the other Party.

9.3. **Termination for non-payment.** Without prejudice to any Seller's right, Seller may terminate the Agreement with immediate effect by giving written notice to Buyer if Buyer fails to pay two consecutive invoices in a

timely manner.

9.4. **Obligations upon termination.** On termination of the Agreement for any reason, Buyer shall immediately pay Seller all of the outstanding unpaid invoices and any other due amounts. Termination or expiry of the Agreement shall not affect any of the Parties' rights and remedies that are accrued at termination.

9.5. **Surviving obligations.** Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement, shall remain in full force and effect.

10. Force Majeure & Hardship

10.1. **Force Majeure.** Neither Party shall be in breach of the Agreement nor liable for delay in performing or failure to perform if such delay or failure results from circumstances outside either Party's reasonable control. Shall be considered as an event of force majeure: actions by government or another public authority, war, terrorism, riots, strikes, lock-out, flood, fire, epidemic or pandemic, breakdown of machinery, inadequate supply or market scarcity of raw material or energy, unavailability of transport and similar matters. In such circumstances the time for the Parties' performance shall be reasonably extended. In case of a proven force majeure, Seller shall furthermore **(i)** have the right to allocate any products left in stock *pro rata* over its customers, and **(ii)** not have the obligation to procure raw materials from other sources than its regular suppliers. If the period of delay or non-performance continues for 60 (sixty) days, either Party may terminate the Agreement by giving 7 (seven) days' notice to the other Party. Neither Party will incur any liability as a result of the exercise of its rights under this Section.

10.2. **Hardship.** If, during the term of the Agreement, performance of the Agreement should lead to unreasonable hardship for one or other Party taking the interests of both Parties into account, both Parties shall endeavor to agree in good faith to amend the Agreement in the light of the change in circumstances. An increase in raw material price and/or transport price, if included in the price, of more than 10% between the date of the Order Confirmation and shipment, will automatically be considered an unreasonable hardship for Seller.

11. Confidentiality

11.1. **Non-disclosure.** Neither Party shall disclose during this Agreement and for a period of 5 (five) years after termination or expiration of the Agreement any information exchanged between Parties concerning business affairs, product specifications (including RIS, CDS, SDS's & TDS's), quotations, customers or Sellers of the other Party, etc. except as permitted in Section 11.2. Samples are to be considered confidential information and must be treated as such. Receiving Party agrees not to analyze nor have samples to be analyzed to determine their composition.

11.2. **Allowed disclosure.** Each Party may disclose confidential information **(i)** to its Appointees who need to know such information for the purposes of this Agreement; and **(ii)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. In the former case, the receiving party shall warrant that its Appointees are bound by a similar non-disclosure obligation.

11.3. **Limited purpose.** Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

12. Claims & damages

12.1. **Indirect damages.** Excluded from Seller's liability to the fullest extent allowed by law are any indirect and/or consequential damages, including but not limited to loss of profit, loss of business opportunities, loss of production, increased or additional costs, additional or non-functional personnel cost, etc. whether or not **(i)** such damages were foreseeable and whether or not **(ii)** Buyer was advised of the possibility of such damages.

12.2. **Maximum Liability.** The liability of Seller arising out of or related to this Agreement, for damage demonstrably caused by Seller, shall be limited, by purchase order, to five times the total price in the Order Confirmation or BRL 250,000.00 (two hundred and fifty thousand Brazilian Real), whichever is less.

12.3. **Limitation of claims.** A claim for damages or indemnification by Buyer expires 3 (three) year after receipt of the Goods by Buyer.

12.4. **Intrinsic part.** Buyer acknowledges that the limitation of liability and indemnification in these GTC's, form an intrinsic part of this Agreement and is essential for the prices and conditions offered by Seller in the Order Confirmation and these GTC's.

12.5. **Willful misconduct or fraud.** In case of willful misconduct or fraud

by Seller, articles 12.1 and 12.2 do not apply.

13. Indemnification

13.1. **Notice of Third-party Claims.** Buyer shall give Seller prompt written notice of any claims linked to the Goods, Buyer may receive from third-parties. In no event shall Seller be liable for any losses that result from failure to notify or a delay in providing such a notice. Each notice must contain a description of the third-party claim and the nature and amount of the related losses, to the extent these are known at the time. Buyer shall provide to Seller copies of all documents received in respect of such a claim.

13.2. **Maximum Aggregate Third-Party Claim Liability.** Articles 12.2, **Erro! Fonte de referência não encontrada.** and 12.4 apply to the maximum aggregate indemnification obligation of Seller for third-party claims.

14. Compliance

14.1. **Ethics.** The values of the Oleon Code of Ethics are essential to Seller when doing business. Buyer agrees to comply with said Code of Ethics, which can be found at Oleon's website (www.oleon.com), or which can be sent on request.

14.2. **Sanctions.** Parties will comply with any Sanctions, administered, enacted or enforced by any government under whose jurisdiction Seller and/or Buyer operates. Among others, Buyer will not, directly or indirectly, sell or solicit sales, of or provided by Seller and/or Buyer to any entity or individual located in, organized under the laws of, or ordinarily resident in any country or geographic region subject to Sanctions administered by OFAC or the EU. Buyer shall immediately inform Seller of any Sanctions related actions that would be taken against Appointees of Buyer. If, in the reasonable opinion of Seller, it becomes unlawful for Seller to perform (any part of) the Agreement under the applicable Sanctions, Seller shall be entitled to suspend or even terminate the Agreement without any liability. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, losses, penalties, fees, costs and expenses arising from any breach of this article.

14.3. **Data Protection.** If and to the extent a Party, during the performance of the Agreement would process personal data (terms "process" and "personal data" as defined under the EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons, commonly known as 'GDPR') of appointees of the other Party, then such Party represents and warrants that it shall process such personal data in accordance with the GDPR. As such, the Party processing personal data shall not process personal data for other purposes than the mere performance of the Agreement, it shall neither disclose nor make available such personal data to any third party, nor process, analyze or use them for other purposes than the performance of the contract.

14.4. **LGPD.** The Seller declares that it fully complies with Law No. 13.709/18 (General Data Protection Law of Brazil - LGPD) in the processing of personal data. Buyer fully adheres to Seller's Data Privacy Policy, for the exact purposes of complying with this Agreement, understanding and accepting all established conditions.

14.5. **Intellectual Property Rights.** Buyer is not allowed to use any trademarks, copyrights or other intellectual property from Seller in his ordinary course of business, unless confirmed in writing. The Agreement does not grant any right to Buyer authorizing Buyer to use Seller's proprietary trademarks or other intellectual property. If in execution of the Agreement patentable information would be produced by one of the Parties, such information shall be the sole property of Seller, who has the right to file a patent that is (partially) based on such information.

15. Regulatory

15.1. **Authorizations and licenses.** If Buyer is, in accordance to the applicable Incoterm, responsible for any obtaining and maintaining authorizations and/or licenses which may be necessary for importing or exporting, and fails to do such in time for Seller to make delivery on the dates indicated in the Shipping Notification, art. 5.7 shall apply.

15.2. **Packaging.** Packaging is not to be returned to Seller and needs to be processed by Buyer according to applicable regulations.

15.3. **Audit.** Buyer shall have no audit rights, not with Seller nor with its subcontractors. Any audits are to be expressly requested and are subject to prior approval and Agreement by Seller.

16. Miscellaneous

16.1. **Subcontracting.** Seller is allowed to rely on subcontractors to manufacture and deliver the Goods, without any prior consent whatsoever of Buyer. Subcontractors used by Seller must not be disclosed to Buyer.

16.2. **Assignment of the Agreement.** The Agreement may not be assigned or transferred, in whole or in part, by Buyer without Seller's written consent. Seller however may assign or transfer this Agreement to any of its subsidiaries or to a person, firm or corporation acquiring all or substantially all of its business and assets.

16.3. **Notices.** All notices must be in writing and may be transmitted by e-mail of which the reception has been confirmed, or registered letter subject to evidence of receipt.

16.4. **No waiver.** Any failure or delay by a Party in exercising any right under this Agreement, the exercise or partial exercise by a Party of any right under this Agreement, or any reaction or absence of reaction by a Party in the event of breach of one or more provisions of this Agreement, will not be construed as a waiver of its rights under this Agreement or under said provision(s) or preclude the further exercise of such rights. Any waiver of a right under this Agreement must be express and in writing.

16.5. **Written.** Any communications or notice that need to be done in writing, is validly done by an email of which receipt has been confirmed.

16.6. **Severability.** If any part of the Agreement is deemed to be illegal, invalid or unenforceable by a competent court or authority, the invalid provision shall be conformed to the greatest extent possible and shall not affect or invalidate any other part of the Agreement.

17. Dispute resolution & governing law

17.1. **Remediation.** In case of a breach, such as but not limited to a quality issue (art. 3.1), late delivery (art. 5.6) or non-conformity or defects (art. 6.1), Buyer must offer Seller the opportunity to remedy his shortcoming within at least 10 Business Days. If the Goods are not in stock in Brazil, the procedure for recomposing the Goods, which will consist of import, customs clearance and delivery of the Goods, according to the chosen Incoterm, will be informed to the Buyer within the same period.

17.2. **Applicable law.** This Agreement is governed by and construed in accordance with the provisions of the laws of Brazil. Any reference made to 'Incoterms' in these GTC's is a reference to Incoterms 2020. The terms and conditions of the selected Incoterm (art. 5.2) form an integral part of this Agreement.

17.3. **Jurisdiction.** Any dispute, controversy or claim arising under, in connection with or relating to this Agreement, in the absence of an amicable resolution, shall be subject to the exclusive jurisdiction of the courts of Brazil, in the city of São Paulo.