

1. Applicability

1.1 These General Terms and Conditions of Sale are an integral part of any and all orders for the provision of services or the supply of goods ("Order") executed by EDAG do Brasil Ltda. ("EDAG") to the contractor ("Customer"), hereinafter jointly referred to as the "Parties".

1.2 These Terms and Conditions shall apply to all commercial relations between EDAG and the Customer and shall prevail over any and all other understandings between the Parties, whether written or verbal.

1.3 EDAG expressly rejects any other terms and conditions expressed in the Order or in other documents issued by the Customer. Different and/or additional conditions proposed by the Customer shall only be applicable if expressly accepted and acknowledged in writing by EDAG. Execution of an Order and/or payment implies automatic acceptance of these Seller's Terms and Conditions by the Customer.

2. Offers and Orders

2.1 Unless otherwise agreed, EDAG shall forward to the Customer, free of charge, an offer for the provision of services or supply of goods ("Offer"), the commercial terms of which shall be valid for 30 (thirty) days. Any extension of the validity period of the Offer must be expressly agreed between the Parties.

Once the Offer has been accepted, the Customer shall issue an Order to EDAG. The Order shall be deemed to have been accepted by EDAG upon written confirmation or, failing this, upon commencement of the provision of services or supply of goods.

2.2 All information contained in the Offer and accompanying documents, including but not limited to technical descriptions, drawings, diagrams, programs and figures, is confidential and the property of EDAG, and the Customer must not use it for any purpose other than issuing an Order.

2.2.1 Images and/or descriptions of services or products presented in EDAG catalogs and/or websites and/or used in any other media are for advertising purposes only and may not be considered an integral part of any Offer.

3. Price and Payment

3.1 Unless otherwise agreed in writing or expressly set out in the Order, the prices of the products or services are net and do not include applicable taxes and duties on the provision of the services or sale or expenses for packaging, freight, insurance, etc.

3.2 Unless otherwise agreed in writing between the Parties, payment shall be made by the Customer within 14 (fourteen) working days from the date of issue of the Invoice by EDAG.

3.3 If the Customer fails to pay any amounts due to EDAG on the agreed date, or makes partial payments, the amounts due and unpaid shall be increased by default interest of 1% per month calculated "pro rata die" and a default fine of 5% on the overdue amount.

3.4 If, for whatever reason, the Customer remains in default for a period of more than 10 (ten) working days from the due date of the obligation, EDAG may, at its sole discretion and without prior notice, suspend performance of the Order. If the Customer fails to pay the amount due within 5 (five) working days of the end of the aforementioned 10 (ten) day period, EDAG may, at its sole discretion and without prior notice, cancel the Order. All amounts owed by the Customer up to the date of cancellation of the Order shall remain due to EDAG.

4. Delivery Conditions

4.1 EDAG shall provide the services described in the Offer in accordance with the technical specifications, descriptions, quality, design, engineering, or any other technical requirements expressly agreed between the Parties.

4.2 The services shall be provided in accordance with the schedule agreed between the Parties in the Offer.

4.3 In the case of the supply of products, these will be picked up by the Customer at EDAG's premises, unless otherwise stated in the Order.

4.4 The Customer shall be responsible for taking out transport insurance, as well as for freight charges and other transport obligations, packaging and other similar expenses.

4.5 Compliance with the timetable for the provision of services or the date of delivery of products is subject to receipt by EDAG of all the equipment, components and information necessary for the execution of the Order. It is the Customer's responsibility to make this equipment, components and other necessary information available to EDAG.

4.6 Should the Customer fail to pay the amounts due on the agreed dates, EDAG shall not be obliged to comply with the delivery dates, which shall be extended by the period corresponding to the delay in payment.

5. Acceptance

5.1 The services shall be deemed to have been accepted by the Customer upon completion by EDAG and the signing of an acceptance document by the Parties.

5.2 The services shall also be deemed to have been accepted by the Customer in the event of the Customer's unjustified refusal to sign a term of acceptance or to carry out an inspection test in conjunction with EDAG in the event of an allegation of defective service provision.

5.3 Unless otherwise agreed in writing between the Parties, the Customer must inspect the products upon receipt.

5.4 The provision of services by EDAG is conditional on (i) the cooperation of the Customer in all matters pertaining to the services and the provision of access, accommodation and other facilities necessary for the performance of the services; (ii) the prompt response to EDAG's requests for instruction, information, approvals, authorizations or decisions as are reasonably necessary for EDAG to provide the services in accordance with the requirements of the Order; (iii) the timely provision of such information or materials by the Customer as requested by EDAG, and to ensure that such information or materials are complete and accurate in all material respects; (iv) timely access to the Customer's employees and equipment as reasonably necessary to enable EDAG to

provide the services, and (v) obtaining and maintaining all necessary licenses and consents, and compliance with all applicable laws in relation to the services prior to the date of commencement of their performance.

6. Domain Reservation

6.1 All sales of products are made with domain reservation to EDAG. As such, the products delivered will remain the property of EDAG until they have been paid for in full by the Customer.

7. Tools

7.1 Any tools, molds, jigs, accessories, equipment, etc. ("Tools") used, produced or acquired by EDAG for the execution of an Order shall remain the exclusive property of EDAG.

7.2 EDAG shall store the Tools for a period of 6 months after acceptance of the services or products by the Customer. After this period, unless the Parties have agreed an additional period for the storage or acquisition of the Tools by the Customer, EDAG may dispose of the Tools.

8. Force majeure

8.1 Force majeure events of any kind, in particular unforeseeable shortages of labor, energy, raw or auxiliary materials, strikes, lockouts, government measures or other events beyond the reasonable control of the Parties, which delay, prevent or render unreasonable the performance of the services or the production, shipment or approval of the Products, shall exempt the Parties from the performance of the obligations hereunder for the period and extent of the force majeure event. If, as a result of the force majeure event, delivery and/or approval is delayed by more than 8 (eight) weeks, the Parties shall be entitled to cancel the Order.

9. Warranty

9.1 EDAG warrants that the products shall be free from material or manufacturing defects in normal use during the warranty period. All products have a warranty period of 12 (twelve) months from the date of delivery ("Warranty").

9.2 The Warranty covers only defects in materials or workmanship and excludes defects resulting from (i) natural wear and tear of the products due to their use, (ii) improper use of the products, abuse, negligence, accidents, collision, fire, theft, freezing, vandalism or external objects hitting the products, (iii) alteration, disassembly or modification of the products or any of their parts, (iv) addition of components not approved by EDAG to the products, (v) defects caused or induced by faults, malfunctions or damage caused by other machines on the same premises and (vi) events beyond the reasonable control of the Parties.

9.3 If, during the Warranty period, the Customer notifies EDAG of any damage or defects identified in the products, EDAG shall, at its sole discretion, either (i) replace such products with products free of damage or defects, or (ii) credit or reimburse the Customer the price for such products. EDAG shall bear the costs of collecting the defective products and shipping their replacements.

9.4 EDAG guarantees that the services shall be provided using personnel with the necessary skills, experience and qualifications, and in a professional manner, in accordance with generally

recognized industry standards for similar services and that, if any service is not provided in accordance with the foregoing, EDAG, at its sole discretion, shall repair or re-perform the contracted service, or credit or reimburse the Customer for the price of such service.

9.5 In the event of hidden defects identified in the products or services, which cannot be ascertained by the Customer upon receipt, the Customer must notify EDAG of their occurrence within a maximum of 30 (thirty) days of their discovery. No claims may be made after 180 (one hundred and eighty) days from delivery of the products or completion of the services, even if such claims relate to hidden defects that are discovered later.

10. Intellectual property

10.1 EDAG will hold harmless, indemnify and defend the Customer against losses, direct damages, costs or expenses resulting from any claim that the products infringe any patents, trademarks, trade secrets and other intellectual property rights in Brazil.

10.2 All intellectual property rights existing prior to the date of the Order or developed or acquired within or outside the scope of the Order, shall remain with the Party owning or possessing such rights, including any changes, modifications, developments or improvements made to such intellectual property ("Pre-Existing Intellectual Property"). Neither Party shall, by virtue of the Orders, acquire the Pre-Existing Intellectual Property of the other Party. The Customer acknowledges and agrees that EDAG is the owner of the Pre-Existing Intellectual Property rights relating to its business, product lines, plans, processes, designs, projects or procedures currently existing at EDAG or any of its affiliates, including, but not limited to, all product intellectual property.

11. Limits of Liability

11.1 EDAG shall not be responsible or liable under any circumstances for any special, indirect, incidental or consequential damages or loss of profit.

11.2 EDAG's cumulative liability to the Customer for damages, for whatever cause and of whatever nature, shall be limited to 2% of the Order amount of the damages.

12. Confidentiality

12.1 All non-public, confidential or proprietary information of EDAG including, but not limited to, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by EDAG to the Customer, whether disclosed verbally, disseminated or accessed on media or in written, electronic or other form, designated or otherwise identified as "confidential", is confidential and exclusive for use in the performance of these Terms and Conditions, and may not be disclosed or copied unless authorized in advance and in writing by EDAG.

13. Jurisdiction

13.1 The courts of the District of São Bernardo do Campo, State of São Paulo, shall be chosen to resolve any disputes and questions arising from this instrument.