

## Supply Conditions

**Sales of Products by Order:** For products made to order for exclusive customer service, a variation of  $\pm 5\%$  in the requested volume may occur. This condition should be negotiated between AkzoNobel and the Customer.

**Sales of Products Subject to Import:** If there are variations in the exchange rate of  $\pm 5\%$  between the date of the proposal and the date of delivery of the products, the prices offered will be reviewed between AkzoNobel and the Customer.

**Change in Economic Policy:** The prices and conditions of this proposal were established in accordance with the economic and financial system dictated by current government policy. Therefore, if there are changes in the economic situation between the date of this proposal and the date of contract signing or formal acceptance of the proposal, the conditions presented should be reviewed to restore the initial price balance. Conversely, if, after the contract is signed or the proposal is formally accepted, there are occurrences that directly and significantly affect the balance between the parties, they must seek to immediately restore the initially negotiated commercial conditions, adopting adjustment indexes to recover these conditions.

## Standard Terms and Conditions of Sale

1. **General Provisions:** The terms and conditions on the front and back of this document (the "Agreement") replace all prior statements or agreements and constitute the entire agreement between the parties regarding the products described on the front of this document (the "Products"). The Seller's acceptance of the Buyer's order and the sale of the Products to the Buyer are expressly conditioned upon the Buyer's consent to the Agreement, and all other terms and conditions, whether express or implied, are excluded. Any conduct by the Buyer that acknowledges the existence of an agreement between the Seller and the Buyer, including, but not limited to, the acceptance of delivery of Products or payment for them, will be conclusive proof of the Buyer's acceptance of the Agreement. No document, purchase order, or subsequent conduct, including acts or verbal statements of any buyer, will alter this Agreement. This Agreement will prevail over any additional, contradictory, or divergent terms contained in any initial or subsequent

decisions or communications from the Buyer regarding the Products, unless otherwise agreed in writing by the parties.

2. **Delivery:** Unless otherwise expressly agreed in writing, delivery will be on an FOB basis, at the shipping point, with freight to be paid by the Buyer. Shipping and delivery dates are approximate and are provided in good faith by the Seller but are not guaranteed unless specifically agreed otherwise in writing. The Buyer will be responsible for all storage costs and other costs related to the Buyer's failure to accept delivery in accordance with this document. The method and carrier, unless agreed otherwise in writing, will be chosen by the Seller, and the Seller reserves the right to charge for shipping. The Buyer's signature on the transport document or shipping proof will be conclusive proof of delivery and quantity delivered.

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3. Returns: No Product may be returned for any reason without the Seller's written authorization. Dyed products and special orders cannot be returned under any circumstances. If the Seller authorizes a return, the Buyer must return the Products in good, clean, and resalable condition. If returned for reasons other than the Seller's error in fulfilling the Buyer's order, the Buyer will receive a credit for the invoiced price of the returned Products less 20% for handling if returned within 90 days of the invoice date. The credit value for materials returned after 90 days is subject to negotiation. Products returned to the Seller must be shipped by the Buyer, at their expense, to the warehouse designated by the Seller.

4. Price: All orders will be billed at prices previously agreed upon with the Buyer. All accounts must be paid in local currency, free from exchange rates, collection, or other charges. Delivery costs are not included in the price unless expressly agreed otherwise in writing. Packaging is included in the price and is non-returnable unless otherwise determined by applicable law. Any special packaging requirements will incur an additional non-refundable charge. The Buyer is responsible for all sales or use taxes, industrial product taxes, or any other applicable taxes or charges. The Buyer will reimburse the Seller for any such taxes, industrial product taxes, or charges that the Seller may be required to pay in addition to the price payable by the Buyer for the Products.

5. Payment Terms: Unless expressly agreed otherwise in writing, payment terms will be 28 days net. Subject to the provisions of Clause 6(a), any unpaid balance due to the Seller by the Buyer will become immediately due and payable, regardless of whether

ownership of the products has been transferred to the Buyer. Any amounts not paid according to the billing terms will incur a late fee of 5% (five percent), plus interest at a rate of 1% (one percent) per month, or, if lower, the highest rate permitted by applicable law, in addition to monetary correction calculated pro rata die according to the variation of the IGP-M, from FGV or, in the case of its extinction, by the index that legally replaces it.

#### 6. Seller's Warranty:

a. The Seller guarantees that the Products manufactured by it are in compliance with its published specifications covering those products in effect at the time of manufacture ("Seller's Warranty"). EXCEPT AS SET FORTH IN THIS DOCUMENT, AKZONOBEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, REGARDING THE PRODUCTS, THEIR APPLICATION OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Certification by the Seller, through a separate written instrument, regarding compliance with the Buyer's specifications, designs, part numbers, quantities, testing, or otherwise, will not constitute any other warranty or obligation by the Seller.

b. The Buyer will notify the Seller of any Product not in compliance with the Seller's Warranty within a reasonable time after discovering the non-compliance, but in no case later than 90 (ninety) days after delivery of the Products. Failure to provide notice of such non-compliance to the Seller will constitute a waiver of any claims by the Buyer regarding those non-compliant Products.

c. THE SELLER'S OBLIGATION REGARDING THE PRODUCTS (BASED ON

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ANY LEGAL THEORY) AND THE BUYER'S EXCLUSIVE REMEDY IN THIS REGARD WILL BE LIMITED, AT THE SELLER'S SOLE DISCRETION, TO THE REPLACEMENT BY THE SELLER OF ANY PRODUCT (INCLUDING FREIGHT) THAT IS NON-COMPLIANT REGARDING WHICH A CLAIM IS PRESENTED BY THE BUYER IN ACCORDANCE WITH ITEM 6(b) ABOVE, OR TO THE REFUND OF THE PORTION OF THE PURCHASE PRICE PAID BY THE BUYER ATTRIBUTABLE TO THAT NON-COMPLIANT PRODUCT. UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE TO THE BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR CONTINGENT DAMAGES, OR FOR COSTS OF ACTION OR LOSS RELATED TO THE PURCHASE OR USE OF THE PRODUCTS BY THE BUYER.

d. The Seller makes no warranty to any third parties regarding this purchase. If the Products are purchased for resale by the Buyer, the Buyer will include in the terms and conditions of that resale disclaimers of warranties and limitations of liability that are at least as restrictive as those contained in this Agreement.

e. The Seller's Warranty does not apply to any Products identified as obsolete, below standard, or beyond the recommended expiration date, which are sold "AS IS, WHERE IS."

7. Force Majeure: The Seller will not be responsible for any failure to ship the Products or otherwise for any non-performance of the Agreement (whether or not involving negligence by the Seller) that is beyond the Seller's reasonable control and that prevents or restricts the Seller from performing the Agreement. Without limiting the generality of the foregoing, the Seller may, but will not be obligated to, suspend or terminate (in whole or in part) its obligations under the Agreement if the Seller's ability to

manufacture, supply, deliver, or procure materials for the manufacture of the Products through normal Seller's means is substantially impaired.

8. Intellectual Property: The Buyer will not use any trade names or trademarks applied or used by the Seller in connection with the Products in any manner unless otherwise permitted in writing by the Seller.

9. Usage Instruction or Recommendation: Recommendations and instructions by the Seller regarding the use of the Products are provided free of charge and based on information deemed reliable. The use or reliance on these recommendations and instructions by the Buyer will be at their own risk.

10. Workplace Health and Safety: The Buyer expressly assumes all responsibility resulting from or otherwise related to the possession, handling, and/or use of the Products by its employees, agents, or customers. The Buyer agrees to indemnify, defend, and hold the Seller and its affiliates harmless from all claims, judgments, losses, or expenses and from any costs (including, but not limited to, legal costs and attorney's fees) in any way related to the Buyer's or its subcontractor's failure to comply with any of the above provisions.

11. Compliance with Laws: The Products manufactured by the Seller are produced in compliance with the Fair Labor Standards Act of 1938, as amended. The Seller has complied with the requirements of Executive Orders related to "Non-Discrimination in Employment" and equal employment opportunity obligations. Similarly, Products manufactured in Brazil by the Seller will comply with national laws.

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12. Miscellaneous Provisions:

- a. The Buyer may not assign its rights under the Agreement without the Seller's prior written consent.
- b. The Seller's omission, at any time or times, to enforce the strict compliance with any provision of this document will not be considered a waiver of the Seller's rights with respect to that breach or any subsequent breach of that provision or any other provision of this Agreement.
- c. If any of the terms and conditions of this Agreement or their application to any person or