

1. General

These general terms and conditions (the "GTP" of Protendidos Dywidag Ltda. ("DYWIDAG", "We", "Us", "Our" or "Ourselves")) form an integral part of the agreement concluded between DYWIDAG and the Supplier (the "Parties", and the "Agreement"). These General T&C are exclusive of any other terms and conditions, and shall be fully applicable to any provision of goods or services by the Supplier to DYWIDAG unless otherwise expressly agreed in writing by the Parties in the specific terms of the Agreement.

2. Conclusion of Contract

- (1) Our orders are only binding if submitted or confirmed in writing.
- (2) Supplier shall confirm Our order in writing within three (3) business days after receipt. Our order shall be deemed accepted by Supplier unless we receive a written rejection within 3 business days after receipt of Our order by Supplier.
- (3) DYWIDAG reserves the right to modify or withdraw any order submitted within three (3) business days after issuing the order, provided that the Supplier had not already notified DYWIDAG of its acceptance in a written form.
- (4) By accepting Our order, Supplier undertakes to comply with all the terms and conditions contained in the order, including these GTP.

3. Prices – Terms of Payment

- (1) We shall pay the purchase price after delivery and receipt of a correct invoice within 21 days with a 3% discount over the gross purchase price or within 60 days without deduction.
- (2) The prices shall include all products and services provided by the Supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances, recovery of re-usable packaging by Supplier).
- (3) We shall only be considered in default of payment after receipt of a written reminder.
- (4) In the case of defective delivery we are entitled to withhold payment until products have been correctly received.
- (5) The invoice issued by the Supplier shall comply with all the specifications required by all applicable legislation. In particular, without limitation, it shall always include its series number, kind or type of invoice regarding the nature of the operation, item supplied and its quantity, price for unity of goods and its sum, seller and buyer taxpayer number, seller and buyer address, transport company identification and its note of transportation, ICMS and its rate (aliquot) registered on a separated field of the invoice, and all others information required by the law. Any transportation and deliveries must include a copy of the invoice or a pro forma invoice.
- (6) We are entitled to offset Supplier's claims with amounts due to Us or Our affiliates.
- (7) Supplier's receivables may only be assigned or pledged with our written consent. We will not withhold consent without good cause.
- (8) Payments do not constitute acceptance or a waiver of possible claims.

4. Delivery times and delays in delivery

- (1) The delivery date provided by in the order is binding. In the event Supplier can reasonably foresee that delivery date cannot be met, the Supplier shall notify Us in writing without delay. Partial deliveries or early deliveries may only be made with our prior written consent.
- (2) In case of default of Supplier, We reserve all our statutory rights. In addition, We are entitled to claim a contractual penalty for each calendar day of delay in the amount of 0,15% of the value of the outstanding goods or services, up to a maximum of 5%.
- (3) Acceptance of the delayed delivery shall not be construed as waiver of any statutory or contractual rights.
- (4) We are under no obligation to accept delayed or defective deliveries.
- (5) If the delivery is earlier than agreed We can return or store the goods at the Supplier's expense and risk. We can charge 0.2% of the total order value for storage per day, or the actual costs, if higher.

5. Delivery, transfer of risk, delays in acceptance, packing

- (1) Unless agreed otherwise all deliveries shall be made free of charge to the destination named in the order. The parties expressly agree to "DDP, named place of destination, according to INCOTERMS® 2020".
- (2) All Goods shall be packaged so as to protect them adequately before, during and after delivery. Each delivery shall be accompanied by a certificate of analysis and/or up-to-date material safety data sheet in accordance with specifications that may be included in Our order or Our Supplier Quality Manual. Supplier will provide all documents and labelling of products required to comply with all requirements in the countries of origin, transit or destination.
- (3) Every delivery shall be executed in accordance with DYWIDAG's Supplier Quality Manual, as in effect at the time of submission of each order. The latest version of the Suppliers' guideline can be accessed at: <https://t1p.de/0a7jl>
- (4) The risk of accidental loss of or damage to the goods or services passes to Us when the goods or services are delivered to Us at the agreed time and place of performance.

6. Duties to inform

Any changes to manufacturing processes, materials or sub-Suppliers, changes in manufacturing locations as well as any changes to testing or quality management require Our prior written consent. Upon our request, the Supplier must provide all documents and data allowing Us to determine whether such changes affect the quality of Our products.

7. No Retention of Title

Title to the goods shall pass to Us on delivery.

8. Confidentiality and Exclusivity

- (1) We retain title and copyright to all illustrations, drawings, calculations and other documents. They must not be disclosed to any third parties without Our prior written consent and must only be used for production of Our orders. After processing of the last order they must be returned to Us immediately and without prompting. The non-disclosure obligation applies for a period of 10 years after processing the last respective order.
- (2) If Supplier manufactures goods according to DYWIDAG specifications or drawings or processes material provided by DYWIDAG, then Supplier must manufacture such goods for DYWIDAG exclusively and only deliver them to DYWIDAG.

9. Warranties and Quality of the Products and Services

- (1) The Supplier guarantees and warrants that the products and services possess the contractually agreed properties, are fit for the contractually intended purpose, are state of the art and comply with all specifications and applicable standards.
- (2) The Supplier undertakes to fully comply with the applicable provisions and quality requirements as set out in DYWIDAG's Supplier Quality Manual, as in effect at the time of submission of each order. The latest version of DYWIDAG's Supplier Quality Manual can be accessed at: <https://t1p.de/0a7jl>
- (3) Supplier may only assign any order or related task – in full or in part – to a third party such as an upstream (sub-)supplier of components, free-lance consultant, etc. ("Subcontractor") (1) with Our prior written consent and (2) provided that Supplier concludes a contractual agreement with the Subcontractor that does not fall short of the obligations assumed by Supplier towards DYWIDAG. Supplier shall remain fully accountable to DYWIDAG for proper performance of the orders and Supplier shall be jointly and severally liable for all acts and omissions by any Subcontractor. Supplier and its Subcontractors shall grant DYWIDAG or third parties designated by DYWIDAG (such as regulatory authorities) free access to all necessary departments, premises and facilities (especially for production, provision, storage and testing of the goods and services) and inspection of all relevant documents during normal business hours. The Supplier assigns all warranty claims against its Subcontractors to DYWIDAG and, upon DYWIDAG's request, will execute all acts and documents necessary to formalize such assignment and make it effective and enforceable.
- (4) Without prejudice to any longer statutory periods (including for "aliud pro alio" claims), the limitation period for claims based on internal/hidden defects shall be 36 months and begins with the later of either delivery or acceptance. In respect of repaired or replaced Products, the full limitation period begins again upon the new delivery or acceptance.
- (5) The Supplier shall indemnify DYWIDAG on first demand from all claims asserted against DYWIDAG by third parties related to a defect of quality, title, intellectual property rights such as patents or copyrights, or any other default of Supplier's product or service and reimburse DYWIDAG for all incurred costs or damage in this respect, including reasonable legal fees.

10. Liability

- (1) We reserve all our statutory rights in case of defective material, workmanship, legal defects and/or other instances of default by the Supplier.
- (2) For the purposes of Article 754 of Brazilian Civil Code, the parties agree that DYWIDAG will be only required to inspect goods upon delivery for the purposes of identifying defects that can be detected by random visual checks including the delivery documents (e.g. damage in transit, wrong or incomplete deliveries). DYWIDAG's obligation shall be subject to the inspection being feasible with reasonable effort in the ordinary course of business in each individual case.
- (3) DYWIDAG's complaints for apparent defects detected by the aforementioned random visual checks shall be considered timely if the Supplier receives this notice within 10 calendar days after detection. For the avoidance of doubt, this is without prejudice to the longer limitation period applicable to claims for internal/hidden defects provided in Section 9(4).
- (4) The Supplier shall bear all inspection and rectification costs (including any removal and installation costs) even if only some of the goods or services in question are defective.
- (5) If Supplier does not provide a remedy (either by repair or by replacement as determined by DYWIDAG) within a period of 3 days from the date when the defect is notified (which period may be extended, reduced or cancelled at DYWIDAG's sole discretion and in each case), We may, at Our sole discretion, rectify the defect Ourselves and claim compensation for all related costs and/or advance payments from Supplier.
- (6) DYWIDAG statutory rights to reduce the purchase price and/or rescind the contract and/or claim damages and/or the reimbursement of expenses remain unaffected.
- (7) If DYWIDAG provides free issue materials or equipment to Supplier, these shall remain property of DYWIDAG but shall be at the risk of Supplier while in Supplier's possession or control. Supplier shall maintain all such materials and equipment in good order and condition, shall use the same solely for and strictly in accordance with the Agreement, and otherwise shall comply with all of DYWIDAG's directions given from time to time in respect of the same. Waste or loss shall be made good at Supplier's expense.

11. Product liability and compulsory insurance

- (1) Supplier shall indemnify DYWIDAG on first demand and in full against any claims asserted by third parties in relation to defects in material or workmanship or legal title or any other Supplier's default in respect of the delivery of the products or the services performed.
- (2) The indemnity above shall include all costs and expenses incurred by DYWIDAG in connection with claims made by third parties, including any product recalls DYWIDAG may conduct due to any defects in the products provided or any other Supplier defaults. DYWIDAG shall notify Supplier in advance of any recall and coordinate the efficient execution of the recall with Supplier.
- (3) Supplier shall also be liable for any damage incurred by DYWIDAG as a result of reasonable precautions or any other mitigation measures adopted to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).
- (4) The Supplier undertakes to subscribe, maintain and keep up-to-date with premium payments of, an insurance policy with a reputable insurance company of renowned solvency that covers any damages that may derive from product liability or any other Supplier's default.
- (5) The above provisions shall not limit DYWIDAG's statutory rights, which will have the right of regressive claim in relation to the demands arising from this contract.

12. Export Control laws and customs duties

- (1) Supplier shall inform DYWIDAG in writing of any permit requirements for its goods and services resulting from any applicable Brazilian, European (EU) or American (USA) export, import, tariff and trade laws as early as possible prior to delivery, and comply at all times with such requirements. Supplier shall provide, without limitation, the following information and data:
 - the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the goods and services are subject to the US Export Administration Regulations (EAR); the commodity code (HS/CN code);
 - the country of origin (trade agreement / non-preferential origin), explanation of the label of origin D = third country / E = EU / F = EFTA;
 - (long-term) Suppliers' declarations for goods having preferential origin status (EU Suppliers) or certificates of origin (non-EU Suppliers);
 - any other applicable information and data (including information and data required by DYWIDAG) for the export and import as well as the further distribution and reexport of the goods.

The Supplier shall inform DYWIDAG in writing of any changes in the above information and data without delay.

- (2) In case of a breach of paragraph 1, Supplier shall bear all expenses and damages incurred as well as other disadvantages suffered by DYWIDAG as a result (e.g. subsequent claims for foreign import duties, monetary fines).

13. Compliance

- (1) The Supplier and its products shall comply with all applicable national and international laws, regulations and standards, including, but not limited to, Inmetro, ABNT, EN or DIN standards, product safety regulations, the internationally accepted minimum labour standards, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety etc.
- (2) Environmental protection plays an important role in DYWIDAG's concept of quality. Supplier shall observe all applicable regulations on environmental protection, introduce and maintain an environmental management system in accordance with DYWIDAG's corporate ecological guidelines and constantly work on the permanent reduction of any negative effects their activities may have on people and the environment.
- (3) Supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labour or child labour. The Supplier shall not hire any employees below the minimum age of 16 years, except for those over 14 years old as apprentices (Article 7, XXXIII, of the Brazilian Constitution).
- (4) Supplier shall ensure that all its Subcontractors who are involved in manufacturing the products delivered to DYWIDAG observe all obligations contained in the above paragraphs (1) to (3).
- (5) Supplier warrants that it and its products comply with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Suppliers based outside the EU shall appoint an only representative (OR) based inside the EU in accordance with Article 8 of the REACH Regulation whose name and address shall be disclosed to DYWIDAG. Supplier shall notify DYWIDAG immediately should the OR change or discontinue its activities.
- (6) Supplier warrants that its products do not contain any substances on the candidate list referred to in Article 59, paragraphs (1) and (10) of the REACH Regulation.
- (7) If the products are subject to the Construction Products Regulation (EU) No. 305/2011 (CPR), Supplier shall provide DYWIDAG with all information required for the preparation of declarations of performance and/or the declarations of performance prepared by the Supplier in a suitable and permanent format and apply the CE mark and/or have the CE mark applied on these products in accordance with statutory requirements, including, but not limited to, the CPR and Art. 30 of Regulation (EC) No. 765/2008. With the

application of the CE mark, Supplier warrants the construction product's conformity with the declared performance and the compliance with all applicable legal regulations governing the application of CE marks.

- (8) If Supplier violates one of the above provisions, Supplier shall indemnify DYWIDAG and its associated companies as well as its customers against any resulting costs, claims of third parties (including, without limitation, claims for direct or consequential damages) and any other damages or disadvantages (e.g. fines).

14. Non-disclosure and data protection

- (1) In accordance with the applicable data protection regulations, the personal data of the individuals who sign, manage and perform the Agreement (including these General T&C) in the name and on behalf of each of the Parties (and any other data in connection with which the receiving party becomes the data controller) will be processed by the other party to carry out, perform, manage and monitor the Agreement and comply with their statutory duties. The processing of these data is necessary and the basis for doing so are (i) performing and monitoring the contractual relationship between the Parties and (ii) complying with both Parties' statutory obligations.
- (2) Personal data will be processed by each Party while the Agreement is in force, after which the Parties may retain the personal data for statutory, judicial or contractual reasons. Anonymised personal data may be retained for an indefinite period, subject to the provisions of article 12 of the LGPD.
- (3) Personal data will not be disclosed to third parties except to competent authorities in the exercise of their functions or to third parties when necessary to provide the Services. In addition, on some occasions, due to Our company being a global firm, in the management and execution of the Agreement, data processing may be carried out outside Brazil in jurisdictions that do not provide equivalent protection to personal data, in which case We will adopt the proper guarantees and safeguards.
- (4) The data subjects may exercise their rights of access, rectification, erasure, object, data portability, restriction of processing and not to be subjected to automated individual decision-making and any other right recognised by the applicable regulations from time to time, by writing to the respective Data Security/Protection Officer, available via compliance@dywidag-systems.com. The data subjects are hereby informed of their right to file claims and requests relating to their data protection rights with the relevant data protection authority.
- (5) Before either Party discloses to the other Party any personal data of any individual who performs or manages the Agreement or of any third parties, the disclosing Party must previously inform the data subjects of the content of the preceding paragraph and comply with any other mandatory requirements that may apply for the lawful disclosure of the data to the recipient so that the latter does not have to take any additional steps vis-à-vis the data subjects.
- (6) If the supplier subcontract a supplier or share data with third parties that process personal data related to this Agreement, the supplier must make every effort to ensure that the Subcontractor or the third party complies with the obligations and restrictions for the protection of Personal Data arising from this Agreement.

15. Spare parts

Supplier must ensure availability of spare parts and consumables for at least 5 years after the last delivery.

16. Governing law and arbitration clause

- (1) Any dispute arising out of or in connection with the present contract shall be finally settled by arbitration.
- (2) The arbitration shall be administered by the Center for Arbitration and Mediation of the Chamber of Commerce Brazil-Canada ("CAM-CCBC") under its Rules, and the Rules' provisions shall be an integral part of the present contract.
- (3) The Arbitral Tribunal shall consist of three arbitrators, appointed in accordance with the Rules of the CAM-CCBC.
- (4) The seat of arbitration shall be São Paulo/SP, Brazil.
- (5) The arbitration proceedings shall be conducted in Portuguese.
- (6) These General T&C shall be governed and interpreted in accordance with the civil laws of Brazil (*direito civil brasileiro*)
- (7) The application of the UN Convention on the International Sale of Goods is excluded.