

PURCHASE ORDER TERMS AND CONDITIONS

"Buyer" means the legal entity qualified on the cover of this purchase order. "Seller" means the party selling the applicable products or services to Buyer. By selling products or services to Buyer, Seller confirms that the following terms and conditions apply to Buyer's purchases. Any change shall be made in writing and signed by Buyer. References to "products" include items specifically described in the Agreement (as defined below) or incorporated into Seller's service purchases by Buyer.

1. PURCHASE TERMS AND CONDITIONS (a) Any products or services that Buyer acquires from Seller electronically, by telephone, paper or any other kind of transmission shall be subject to the following: (i) if Seller already has a duly signed purchase agreement in force with Buyer, then the terms provided agreement shall govern, and such agreement, together with the terms and conditions of this purchase order and any subsequent purchase orders issued under that agreement and which are not in conflict with the agreement, shall be the entire content of the agreement; and (ii) if Seller does not have a duly signed purchase agreement with Buyer, then the terms and conditions of this purchase order and any subsequent purchase orders issued under this agreement shall be the full content of the agreement. The full agreement as described above will henceforth be referred to as the "Agreement". Purchase orders issued by Buyer will only be binding in writing. Oral agreements between Seller and Buyer shall not be valid and binding unless agreed upon and confirmed by the parties in writing.

(b) Seller shall not assign or subcontract its obligations under the Agreement without Buyer's prior written consent, and if Seller does so, assignment or subcontracting shall be deemed void.

(c) The Agreement shall be governed by and construed in accordance with the laws of Buyer's country of residence, notwithstanding any conflicts of law. The United Nations Convention on International Goods Purchase and Sale Agreement shall not apply to this Agreement.

2. PRICING; PAYMENT. (a) Unless otherwise provided for in this Agreement, prices: (i) will be established in Reais [T.N. Brazilian currency real, pl. reais] or, when stated in dollars must be converted into Reais on the date of billing; (ii) will not be subject to an increase during the term of the Agreement; and (iii) DDP (Delivered Duty Paid) (INCOTERMS 2010) at the facilities specified by the Buyer. No extra fees will be charged, including, but not only, surcharges unless first specifically agreed with Buyer in writing.

(b) Unless prohibited by law, Seller will indicate separately on its invoices any taxes borne by Buyer as a result of the sale or delivery of products or services.

Payments will be due from the date of billing by Buyer of (i) any invoice without dispute; or (ii) products or services in due compliance, as applicable. All invoices must be issued and delivered to the Buyer by the 25th (twenty-five) day of each month as

] an indispensable requirement for its acceptance.

(c) Seller shall be liable for expenses arising from the sale of products and services carried out under an Agreement, including but not limited to (i) all taxes, fees and contributions, whether municipal, state and federal, domestic or foreign, present or future; (ii) all fees and royalties that should be payable as a result of the use of a particular patent, method, process, material and/or equipment; (iii) all municipal, state and federal licenses necessary for the rendering of services or sale of products, ensuring and being responsible for obtaining and maintaining thereof. Seller shall highlight in the invoices it issues the taxes to be withheld by the Seller in accordance with the legislation in force.

3. TRANSPORTATION; DELIVERY. (a) Delivery dates are final and TIME IS ESSENTIAL REGARDING THE DELIVERY. Seller will notify Buyer immediately in writing if Seller anticipates any difficulty in complying with any delivery date and will use its best efforts to meet the delivery date. Buyer is under no obligation to accept deliveries which do not take place on the agreed delivery date, but the Parties shall negotiate in good faith and adjust new delivery terms.

(b) Unless otherwise provided for in the Agreement, delivery shall take place, and ownership and risk of loss shall be transferred in the following situations: (i) with respect to products which are not incorporated into the services, as the products are transferred to Buyer's storage facilities; and (ii) with respect to products incorporated into the services, full services have been accepted by Buyer.

(c) If the documents requested for the shipping documents are not provided immediately or in accordance with the appropriate instructions, then the requested product must be stored at Seller's expense and risk until delivery of all documents.

4. INSPECTIONS. Buyer shall inspect and test all products and services and all materials, equipment and facilities used by Seller when producing the products or providing services to Buyer. Seller shall keep an inspection and testing system for these products and services as acceptable to Buyer and shall keep records of all inspection and testing data and, with respect to the products, samples of each batch shipped for five (5) years after delivery or six (6) months after the end of their shelf life, whichever should take longer. Unless otherwise agreed upon by Buyer in writing, Seller shall provide to Buyer a certificate of analysis of the specifications approved by Buyer in respect of each batch shipped.

5. WARRANTIES. In addition to any specific warranty provided for in legislation, (a) Seller affirms, ensures, certifies and promises that all products and services: (i) be exempt from third party's claims; (ii) strictly comply with specifications, samples, drawings or other descriptions approved by Buyer; (iii) will be free from any defects, latent or subsequent; and (iv) to the extent that Buyer trusts Seller to specify the products or services suitable for the intended purpose. Seller also warrants to be the owner of the products and all products (x) will be marketable, and services (y) shall be rendered in accordance with the standards of care and diligence normally used by persons performing similar services and adopting the best possible working practices. The above

statements and warranties shall remain in effect for a period of eighteen (18) months from the date of receipt of the compliant product by Buyer or twelve (12) months from the date of final acceptance of the services by Buyer. In any defects and hidden defects, such statements and warranties shall remain in effect for twelve (12) months from the date of Buyer's discovery of such defects and faults or the date on which such defects or faults should have been reasonably discovered by Buyer with due diligence, which occur first. If any products or services is not in compliance with the above statements and warranties, then Seller, at Buyer's discretion, shall: (1) with respect to products, exchange or repair non-compliant products; (2) with respect to the services, redo all the services necessary to remedy such non-conformities; or (3) refund the adjusted purchase price of non-compliant products or services and any costs incurred by Buyer. Any replacement products or services shall also be subject to the above statements and warranties, and warranty periods above. The warranty period for repaired products shall be extended to offset time lost until repair is completed. If Seller fails to exchange, repair or redo, as applicable, within a reasonable period of time upon notice of non-compliance, Buyer shall do so at Seller's expense, unless otherwise negotiated in writing by the Parties. Seller also warrants that products are manufactured in accordance with any health, safety and the environment regulations and laws and that they are properly packaged and labeled in accordance with any applicable regulations and laws. (b) Any legal rights or remedies of Buyer set forth in this Agreement are not exclusive and Buyer should also rely on the legal rights and remedies available under applicable law.

6. TERMINATION OF QUANTITIES; CHANGES IN ORDERS.

(a) Buyer should terminate, upon written notice to Seller, the purchase of any quantity of products or services (i) for mere convenience, (ii) if Seller ceases to comply with or deliver any portion thereof when requested, and/or (iii) if Seller violates any provision of the Agreement, including but not limited to any provisions of Clauses 7, 8 or 9 below. If there is termination for convenience, Buyer shall pay to Seller termination charges equivalent to the cost incurred on materials and works (and not otherwise mitigated) on products or services requested before to buyer's notice of termination; provided that Seller takes all reasonable necessary measures to mitigate such costs. Seller shall notify Buyer in writing, specifying and proving the actual termination charges incurred within thirty (30) days after termination. If termination occurs due to failure to deliver or breach of any material provision of the Agreement, termination charges shall not apply and Buyer shall purchase replacement products or services and Seller shall be liable to Buyer for all costs incurred by Buyer as a result of this failure or breach.

(b) Before the shipment or completion, Buyer should request changes related to the products or services to be supplied, including but not limited to changes in shipping or packaging method, time or place of delivery, and an increase in the quantity delivered. Seller shall immediately notify Buyer of any increase or decrease in cost, if any, and Buyer and Seller shall agree to any price adjustments before adopting such change, unless Buyer, in its sole discretion, decides to cancel its change request.

7. COMPLIANCE WITH LAWS. Seller affirms, warrants, certifies and promises that it shall comply with all laws, rules, regulations and standards applicable to the performance of its obligations under this Agreement, including, but not limited to, environmental laws and standards, on safety and health, immigration and on equal employment opportunities. a) shall not use illegal labor, and undertakes not to use practices of slave-like labor, or child labor, and the minor up to eighteen (18) years of age, either directly or indirectly, except as an apprentice, from 14 (fourteen) years of age; b) will not hire a minor up to 18 years of age, including a minor apprentice, in places harmful to their training, to their physical, psychic, moral and social development, as well as in dangerous or unhealthy places and services, at times that do not allow school attendance and, also, at night time, considering this the period between 22 hours (twenty-two hours) and 5 hours (five hours); c) shall not use negative discrimination practices, and limitations of access to employment or its maintenance, such as, but not limited to, reasons of sex, origin, race, color, physical condition, religion, marital status, age; d) undertakes to protect and preserve the environment, as well as to prevent and eradicate environmentally harmful practices by performing the purchase, sale, transportation, handling, disposal, storage, distribution or resale of products in compliance with environmental laws, including, but not limited to the Brazilian Environment Police and Environmental Crimes and Brazilian Solid Waste Policy. From time to time, upon Buyer's request, Seller shall provide certificates to Buyer with respect to compliance with any applicable legal requirements.

Seller shall comply with all applicable anti-corruption or anti-bribery laws, including, but not limited to, *the U.S. Foreign Corrupt Practices Act (FCPA)* and the Brazilian Anti-Corruption Law - No. 12.846/2013 and, consequently, Seller shall pay, offer, give or promise, directly or indirectly, to pay or donate any portion of money or anything of value to any person in a manner that violates applicable anti-corruption or anti-bribery laws. In addition, Seller shall comply with all applicable import and export laws in accordance with the U.S. Export Administration Regulations, including, but not limited to, U.S. trade restrictions that expressly prohibit export to countries subject to U.S. trade embargoes, which should be updated from time to time.

8. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS. (a) Seller shall handle as confidential and shall not disclose any information received from Buyer relating to the Agreement to any person which is not authorized first by Buyer in writing to receive it. Seller shall use this information only as necessary to fulfill its obligations under this Agreement. Upon termination of the Agreement, all information shall be returned to Buyer, or, upon Buyer's decision, destroyed by Seller.

Seller will not make any announcements or disclose any

information relating to the Agreement to any other person or entity, including, but not only, the press or any official agency, except as required by law (and then upon prior written notice to Buyer), unless prior written consent is obtained by Buyer.

(b) All drawings, models, specifications and other documents and materials drawn up by Seller specifically relating to the products or services provided under the Agreement shall become Buyer's property and delivered to Buyer as consideration to the Agreement, upon (i) termination, abandonment or extension of the services or delivery of the products required by the Agreement, or (ii) termination of the Agreement Seller hereby assigns any and all rights it has on these drawings, models, specifications and documents and materials to Buyer.

(c) Any ownership rights in any drawings, models, specifications and other documents and materials provided to Seller by Buyer in connection with this Agreement shall be assigned, at all times and for all purposes, to Buyer.

9. BREACH TO INTELLECTUAL PROPERTY Seller warrants, ensures, certifies and promises that the sale or use of the products or services supplied to Buyer shall not breach or contribute to the breach of any patents, trademarks or copyrights anywhere in the world. If any product, service or part thereof is found to be a violation, Seller shall obtain, at its expense, from Buyer a license to use the product, service or part thereof or replace it or modify it satisfactorily to Buyer to prevent violation. Seller shall not attest to any of its patents or other intellectual property rights against Buyer or Buyer's affiliates, subsidiaries or customers in connection with any other use of the products, services or parts thereof supplied to Buyer in the production, use, preparation, sale or delivery or any other action with respect to Buyer's products or services or Buyer's affiliates, subsidiaries or customers.

10. QUALITY. SHELF LIFE. (a) Seller shall not change the manufacturing process, raw materials or source of these raw materials, proportions of raw materials used in products delivered to Buyer, or product specifications provided under the Agreement unless Seller notifies Buyer in writing of such change at least ninety (90) days before its implementation and Buyer agrees to the change in writing. Seller shall be liable for all costs, losses and damages that Buyer, its affiliates and subsidiaries and its respective directors, managers, employees and representatives (together, the Buyer's Party(ies) should incur or suffer if Seller fails to fulfill the requirements of the preceding provision. Upon Buyer's request, Seller shall supply product samples with the proposed change for testing in Buyer's manufacturing process.

(b) Seller shall participate in programs implemented by Buyer with respect to the quality of the manufacture and delivery of products and services, including, but not limited to, upon Buyer's request, (i) the fulfillment of product warranty quality/quality control within thirty (30) days from the request, and (ii) the signature of a more detailed quality assurance agreement for products purchased under this Agreement.

(c) If Buyer makes claims about the products to Seller, Seller shall investigate and respond in writing within fifteen (15) business days from receipt of Buyer's notice to this effect. The response should detail the root cause, corrective and preventive

actions to be taken and details of improvement programs.

(d) All products delivered by Seller shall have a remaining shelf life at least on 75%, unless authorized in advance by Buyer.

11. CUSTOMS AND MARKETING. (a) Except in cases where it is a purchase order for import of products or if otherwise agreed in writing by Buyer, the latter shall not participate in the process of importing products. All purchases made under the Agreement shall be finalized after import, prices shall include all customs fees and other costs related to customs clearance and Seller shall not state or allow Buyer's name to be displayed as "importer" in the records of any customs declarations. Whenever Buyer permits in writing to be the importer in the records, Seller shall provide all necessary information to enter the customs of each country to which the products will be imported.

(b) Seller shall provide such documents and any kind of assistance requested by Buyer to allow Buyer to request tax and fee exemption on products or articles manufactured under this Agreement.

(c) Seller shall indicate accurately the country of origin of the products supplied through this Agreement on the customs invoice and other applicable documents. Where applicable, Seller shall provide certificates of origin related to these products in accordance with the rules of origin of the tax preferential provisions of NAFTA (North American Free Trade Agreement) and sign any other documents necessary for Buyer to have customs preferences in accordance with applicable programs.

12. INSURANCE – MISCELLANEOUS Seller shall keep in full force and validity as of the date of first sale of the products and for three (3) years after the date of the last acceptance of the products or services by the Buyer insurances with the following minimum coverage: (i) General Commercial Liability insurance on the basis of "occurrences" including coverage for facilities, agreements, products and full liability for operations with a single combined limit of BRL 2,000,000 for personal injury and property damage; and (ii) total coverage with a limit of BRL 5,000,000 that complies with the General Commercial Responsibility policy. Policies should include coverage on domestic territory, cover claims made anywhere in the world, and Buyers shall be included as "additional policyholders" on a primary basis and without contribution. All necessary insurance shall be made with licensed companies in the jurisdiction in which the products are sold or the services are rendered, and acceptable to Buyer. No insurance shall be deemed effective until its satisfactory certificates are delivered to Buyer, including provisions requiring the insurance holder to notify Buyer within at least thirty (30) days before its termination or expiration, or changes to the policy.

13. SERVICES - ENCUMBRANCES; LOCAL RULES. (a) Seller shall obtain from all its subcontractors permissions and releases relating to any encumbrances that should be imposed by them on the products or services provided under the Agreement or the facilities of any Buyer's Party(ies) and Seller shall fully defend, holding harmless and reimbursing the Buyer's Party(ies) “ (b) Seller shall fully comply with Buyer's local rules and regulations when performing services at the premises of any of Buyer's Party(ies). Seller has an obligation to obtain a copy of Buyer's facilities rules. (c) All Seller's employees rendering services under

the Agreement shall be authorized to work in the jurisdiction in which the services are rendered.

14. INSURANCE - ONLY FOR SERVICES

In addition to the requirements of Section 12, Seller shall maintain in full effect and force, while rendering services to Buyer, whether at Buyer's premises or not, the following insurance with minimal coverage: (i) insurance for the personnel used in the rendering of the Services, with coverage for payment of indemnity for death or permanent disability, in whole or in part, of the employee caused by accident, regardless of the place occurred; (iii) Automotive Liability insurance for its vehicles, leased, other is own with coverage for personal injury, death and property damage; (iv) only if professional services are rendered to the Buyer, Professional Liability insurance with a retroactive date at least to the first day on which the services were rendered by the Buyer or earlier; and (v) only if the services involve toxic substances and environmental issues, Legal Environmental Responsibility, with broad coverage and no non-standard exclusions. In addition to the general conditions set forth in Section 12 for all policies set forth therein, (vi) Full Coverage shall also comply with the Automotive Responsibility and Employer's Responsibility policies; and (vii) Automotive Liability, Professional Liability and Legal Environmental Liability policies shall appoint, where permitted by law, the Buyer Parties as "additional policyholders" on a primary and uncontributed basis, and specifically insure the Buyer's Parties for Seller's negligence and other negligent conduct; and (viii) Professional Responsibility and Legal Environmental Liability policies shall be kept in effect (or equivalent coverage tied to purchases) for three (3) years after the last date of acceptance of the Services by Buyer. Where permitted by law, all policies shall contain revocation of the surrogacy in behalf of the Buyer's Party(ies)." Seller shall also obtain insurance for all of its subcontractors at least the same coverages and limits set forth herein and provide satisfactory insurance certificates before allowing subcontractors to enter the premises of Buyer's Party(ies).

15. INDEMNITY . Seller shall fully defend, indemnify, hold harmless and reimburse Buyer's Party and shareholders, customers and representatives from and against any claims, actions, proceedings, damages, losses, costs and expenses, including, but not only, litigation costs and attorneys' fees resulting from, related to or arising from: (a) any breach of any warranty, statement, certification, covenant or agreement made by Seller in the Agreement; (b) any negligence or misconduct of Seller, its affiliates, subsidiaries and/or its employees, directors, representatives and/or workers ("Seller's Party") in connection with the performance of this Agreement; (c) any dispute, process or action by any third party, including, but not only, any "Seller's Party", with respect to Seller's obligations under the Agreement; and (d) any use, control, ownership or operation by the Seller's Party(ies) of its respective business and facilities.

16. BUYER'S PROPERTY Unless

Buyer agrees otherwise in writing, any tools, equipment or other materials provided to Seller by Buyer are Buyer's personal property. Seller shall properly identify Buyer's property and store it safely separately from Seller's property. Seller shall not exchange any property for Buyer's properties and use such

properties only to fulfill its obligations under this Agreement. While under Seller's care, custody or control, Buyer's property shall be held by Seller at its own risk, insured by Seller at its own account and subject to removal upon Buyer's request. In addition, Buyer shall not be liable or have any obligation to obtain insurance against any loss or damage to the tools, machinery, equipment and other personal property of the "Seller's Party(ies) (or its subcontractors). Seller, on behalf of the "Seller's Party(ies)", waives its rights and the rights of insurers to any surrogation against Buyer's Party(ies) for damage to or destruction of these properties, and shall require this subrogation from all subcontractors.

17. OFFSET. Buyer should offset any amount due at any time to Seller or any affiliates or subsidiaries of Seller to Buyer or any affiliates or subsidiaries of Buyer against any amount due by Buyer under this Agreement.

18. FORCE MAJEURE (a) Failure to perform or delay in the fulfilment of any obligation by Seller or Buyer under the Agreement shall be allowed to the extent that such non-performance or non-compliance is caused by "Force Majeure" reasons. "Force Majeure" means any reason that prevents compliance with any obligation under this Agreement and that is outside the reasonable control of Seller or Buyer, and which, with due diligence, could not be avoided, including but not only fires, floods, sabotage, shipwrecks, embargoes, explosions, strikes or other labor issues, accidents, rebellions, acts of government authorities and fortuitous cases. In no event Seller's ability to sell products or services at better prices or economic difficulties of Seller in purchasing raw materials necessary to manufacture the products at a reasonably marketable price shall be an event of Force Major or commercial impracticality.

(b) If Buyer or Seller is affected for Force Majeure reasons, it shall (i) immediately notify the other party in writing, explaining all details and the expected duration of the Force Majeure event, and (ii) use its best commercially reasonable efforts to remedy the interruption or delay. In the event of a Force Majeure event, notwithstanding any other provision of the Agreement, Buyer shall have the right to purchase products and services from other sources for the duration of the Force Majeure event. If the Force Majeure event exceeds sixty (60) days, the Agreement should be terminated by Buyer upon written notice of any liability thereof.

(c) If the Force Majeure event requires Seller to allocate deliveries of products or services, Seller shall make this allocation in such a way as to ensure to Buyer at least the same proportion of Seller's total result as if it were purchased by Buyer before to the Force Majeure event. Seller shall use its best efforts to supply the products or other items, at Seller's expense, with the global operations of its own affiliates and/or subsidiaries or the market to meet the delivery dates required by Buyer.

19. TERMINATION Any party shall have the right to terminate this Agreement and all its obligations and responsibilities under this instrument upon written notice to the other party on the following cases:

(a) if the other party violates any terms or conditions of this Agreement and does not satisfactorily resolve such breach to the other party within thirty (30) days from the date of written notice from the party which requested the termination specifying the kind

of the breach; (b) the other party is bankrupted or if it submits a bankruptcy application; (c) the other party initiates out-of-court, court-supervised reorganization, liquidation or dissolution proceedings; e; (d) the other party makes a transfer to benefit its creditors;

If Seller fails to comply with Clauses 7, 8 or 9 above, Buyer shall have the right to terminate the Agreement immediately without any additional compensation to Seller. Upon receipt of notice of termination, Seller shall immediately: (i) interrupt work as instructed in the notice; (ii) suspend any subcontracts or purchase orders for materials, services or facilities, except as necessary to terminate the remainder of the Agreement, if any; and (iii) terminate all subcontracts to the extent that they are related to terminated work.

20. ACCESS AND AUDIT. To assess the quality of Seller's work and compliance with the Agreement, Seller shall allow Buyer reasonable access to (i) all locations where the work is performed with respect to the products or services provided under this Agreement, and (ii) Seller's books and records relating to the Agreement. Seller shall keep its books and records relating to the Agreement at least for three (3) years after the date of Buyer's last acceptance of the products or services under this Agreement.

21. DIRECTING PAYMENTS If

Seller is aware that a third party has contacted any of its customers in order to redirect payments due to Seller in an unauthorized manner, Seller shall notify Buyer immediately of this fact and cooperate fully with Buyer. If such notice is not provided, any payment made to this third party shall be deemed to have been made by Seller in full compliance with the amounts due or obligations to Seller.

Purchase Order Terms And Conditions, January 20, 2021.