

GENERAL CONDITIONS FOR THE SALE OF PRODUCTS FLENDER BRASIL LTDA

1. GENERAL

1.1 The scope, quantity, quality, functionality, and technical specifications of Products, documentation, software, work, or services provided by the Supplier are defined exclusively by the Supplier's order confirmation or the Contract.

1.2 The "Contract" constitutes the entire agreement between the parties, comprising the Supplier's offer letter, these terms, and any other documents expressly identified in the offer letter. Customer's terms apply only if expressly accepted in writing by the Supplier. The Supplier's offers are non binding until confirmed by a purchase order from the Customer, which is then confirmed by the Supplier. The Customer may not alter or cancel any purchase order after it has been received by the Supplier, unless the Supplier has agreed in writing to such alteration or cancellation.

1.3 Unless otherwise specified, "Supplier" refers to Flender Brasil Ltda, the legal entity signing this Contract. "Customer" refers to the legal entity to whom the offer letter is addressed.

1.4 Definitions

"Contract" means the entire agreement as defined in Clause 1.2, including any Order from the Customer to the Supplier for Products or services, these General Conditions, and any attached drawings, specifications, and schedules.

"Force Majeure" means any unavoidable event, as per the Sole Paragraph of Article 393 of the Brazilian Civil Code, including but not limited to Acts of God, natural disasters, war, civil unrest, national emergencies, terrorism, cyber incidents, IT system attacks, strikes, lock-outs, infectious diseases, epidemics or pandemics, travel restrictions, embargoes, or trade sanctions imposed by the EU, U.S., Brazil, or the United Nations that expose a Party or its Affiliates to sanctions or penalties, affecting performance hereunder.

"General Conditions" shall mean these General Conditions for the Sale of Products.

"Party" or "Parties" shall refer to Flender Brasil Ltda and the Customer.

"Price" shall mean the Price of the Products as stated in the Purchase Order.

"Products" shall mean the equipment or parts to be supplied and any ancillary services to be performed by the Supplier.

2. RIGHT OF USE

2.1 Unless expressly agreed otherwise, all intellectual and industrial property rights in the Products, all documents ("Documents"), software, hardware, know-how, and other items provided by the Supplier under this Contract are the Supplier's exclusive property. The Customer shall not reverse engineer, decompile, or reproduce the Products or parts thereof, except where such restrictions are unenforceable by applicable law.

2.2 The Customer may use the Documents, unmodified, solely for the operation and routine maintenance of the Products by its personnel, unless otherwise agreed in writing by the Supplier.

If Products include Supplier software, it is licensed under the "Applicable License Conditions" (found in software documentation, the software itself, or attached license terms), which prevail over this Clause 2. The software is provided in object code only. The license grants a non-exclusive right to use the software as described in the Applicable License Conditions, or, if none, for operation and routine maintenance of the Products.

2.3 If specific third-party licensor terms apply, the Supplier will provide them with the Products, and the Customer shall comply.

If the software contains Open Source Software ("OSS"), the Supplier will provide the applicable OSS license terms with the Products, and these OSS license terms shall prevail over this Contract. Details on third-party software and OSS are available in the software documentation (e.g., README_OSS).

2.4 Rights granted in Clause 2 are transferable only with the transfer of ownership of all Products to that third party.

Subject to Customer's intellectual property rights and applicable law, the Supplier and the Supplier Group may collect, use, modify, and copy data received under this Contract for their business purposes. Legal obligations regarding Personal Data remain unaffected.

3. CYBERSECURITY PROTECTION

3.1 Unless otherwise agreed, upon delivery of any equipment supplied by the Supplier, the Customer shall be solely responsible for system integrations and system safety for any equipment not supplied by the Supplier. The Customer shall be solely responsible for protecting the equipment and its software support system components against any External Cyber Threat or Internal Cyber Threat. The Supplier is not responsible for cyber incidents or breaches, unauthorized access, or theft of data in the Customer's IT or OT systems. If either Party becomes aware of a security breach affecting the other's ability to perform its obligations, it shall notify the other Party without undue delay.

3.2 "External Cyber Threat" is defined as any threat, act, attack, or other incident that negatively affects the reliable operation of any equipment supplied by the Supplier, whose origin is external to the physical compartment of that equipment.

3.3 "Internal Cyber Threat" is defined as any threat, act, attack, or other incident that adversely affects the reliable operation of any equipment supplied by the Supplier, the origin of which is internal to the physical compartment of that equipment.

4. PRICES AND TERMS OF PAYMENT

4.1 Unless otherwise agreed in writing, prices exclude packing, freight, insurance, and other additional charges (e.g., storage, third-party inspections). The price payable by the Customer is the "Contract Price".

4.2 The Contract Price excludes all taxes (e.g., property, sales or similar tax), duties, customs, or other public charges. The Customer shall pay or reimburse the Supplier for any such charges related to the Products. Payments are due to the Supplier's bank account within 20 days of invoice, without deduction (e.g., withholding tax). The Customer shall not be entitled to withhold payment if documentation has not been provided by the Supplier. If the Customer is required to make a deduction by law, the sum payable shall be increased so that the Supplier receives a net amount equal to the amount it would have received without such deduction. The Customer shall provide to the Supplier tax receipts from the relevant tax authorities in connection with the payments in due course.

4.3 Without prejudice to other Supplier rights, if Customer fails to make a payment when due, it shall pay interest on late payments from the due date to the actual date of payment, at a rate of one percent (1%) per month, calculated pro rata die, and a non-compensatory fine of ten percent (10%) of the total delayed amount. If any payment is more than 30 (thirty) days late, the Supplier shall have the right to suspend or terminate the Contract upon written notification to the Customer.

4.4 Each party must pay all sums owed to the other party under this Contract free and clear without set-off, counterclaim, deduction, or withholding, unless otherwise agreed in writing or required by law.

5. DELIVERY TIMES AND DELAY

5.1 All references to commercial terms shall be interpreted in accordance with Incoterms® 2020. Unless otherwise agreed, Products are sold "FCA".

5.2 Agreed dates for Products shall be extended by a reasonable period if Supplier's performance is delayed or impeded by any third party, a Force Majeure event, or Customer's failure to perform its obligations. This includes delays in delivering required documents (e.g., permits), timely performance of Customer's or its appointed third party's work, and compliance with payment terms.

5.3 The Supplier may, if reasonable, deliver Products in stages or installments and invoice accordingly.

5.4 If Supplier solely causes failure to meet the agreed final delivery date, Customer is entitled to liquidated damages of 0.5% of the delayed part's price per completed week of delay, capped at 5% of that part's price, and in no case exceeding 5% of the total Contract Price. Payment of liquidated damages is Customer's sole recourse against the Supplier, and no further claims can be made once this cap is met.

5.5 Any Customer rights and remedies for delay, other than those expressly stipulated in this Clause 5 and Clause 17.2(a), are excluded to the extent permissible by law. If Customer, its contractors, or any appointed third party causes a delay in providing the Products, Customer shall reimburse Supplier all reasonable additional costs and expenses incurred due to such delay.

5.6 The Customer shall be deemed to have accepted the quantity and quality of the Products as being in accordance with the Contract, unless the Customer has notified the Supplier in writing of any shortage or damage within three (3) days of delivery. The Supplier shall not accept or permit any return of Products.

6. TRANSFER OF RISK AND TITLE

6.1 Risk of damage to or loss of any part of the Products shall pass to the Customer upon delivery in accordance with the agreed Incoterms.

6.2 Products are deemed delivered if Customer fails to take over delivery without cause. In such cases, the Products can be stored and insured at Customer's risk and expense, payment becomes due, and all other delivery consequences apply. The same applies if dispatch is postponed for reasons attributable to the Customer.

6.3 Title to any part of the Products remains with the Supplier until full payment is received. Upon Contract conclusion, Customer authorizes Supplier to register this retention of title in public registers, books, or similar records of competent authorities in relevant countries and to fulfill all required formalities at Customer's expense. Customer grants Supplier a right of retention and a continuing security interest in movable property, and, where applicable, a maritime mortgage in the Products, including all attached goods and all proceeds from their sale or lease/rental, to secure full payment. If conditions (e.g., governmental registration) are required by the country of delivery to secure ownership, Customer shall, at Supplier's request, make all necessary declarations and perform all acts to comply with such conditions at its own cost.

7. FORCE MAJEURE

7.1 If a Force Majeure Event occurs, the affected Party is not in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the event's effects.

7.2 The affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

7.3 The Supplier, at its sole discretion, may allocate the products or provide reduced services as a result of a Force Majeure Event, according to its own criteria, and cannot be held liable or considered in default under the Contract in any event for such reduction.

If one or more Force Majeure Events and their effect last for an aggregate of 90 days, either party may terminate the Contract by written notice for the undelivered part of the Products.

8. OBLIGATIONS OF THE CUSTOMER

8.1 The Customer shall obtain all necessary licenses, permits, and approvals for commissioning, acceptance, and use of the Products.

8.2 If Products are delayed due to circumstances not attributable to Supplier, Customer shall pay Supplier all additional costs arising from such delay.

9. CHANGES

9.1 If applicable laws, rules, regulations, engineering standards, codes of practice, or decisions/guidance from courts or public authorities are amended or added after Contract signature, Supplier is entitled to a Contract adjustment. This includes adjusting the Contract Price to reflect additional costs, time schedules, and scope of Products, as necessary to compensate for adverse effects or additional requirements from such changes.

10. DEFECTS LIABILITY

10.1 Warranty period:

10.1.1 The warranty period for Products supplied for wind applications shall be as follows:

- (a) Generators: 24 months from Delivery
- (b) Gearboxes: the earlier of 24 months from dry commissioning or 30 months from Delivery
- (c) Couplings and Spare parts: 12 months from delivery

10.1.2 The warranty period for Products supplied for industrial applications shall be eighteen (18) months from the date of delivery or twelve (12) months from the date of commissioning, whichever occurs first. However, for Parts, this warranty period shall apply only if the Part is inspected and installed by authorised Flender personnel. In all other cases, the warranty period for Parts shall be twelve (12) months from the date of delivery or six (6) months from the date of commissioning, whichever occurs first.

The warranty period for any repaired or replaced Products under warranty shall expire six (6) months after the repaired or replaced Product is put into service or when the original warranty period expires, whichever is later.

10.2 In this Contract, and subject to Clause 10.3, a defect means any non-conformity of the Products with the express terms of this Contract resulting from circumstances existing at the time of risk transfer to the Customer ("Defects").

10.3 Notwithstanding Clause 10.1 and Clause 10.2, the Supplier will not cover:

- a. Deviations that are insignificant in relation to the agreed quality or usability and that do not compromise the use of the Products;
- b. The Products or system where work under the Agreement has not been carried out or properly handled, used, operated, and maintained in accordance with the Supplier's instructions or, if no instructions, the Installation and Operational Manual;

- c. Any and all defects caused by incorrect operating material or lubricants, faulty civil or mechanical work, unsuitable soil conditions, fluctuations in the electrical network, or any unprovided chemical, electrochemical, or other electrical influences;
- d. Products that are consumables, liable to deterioration, or have a low-rated service life;
- e. Unauthorized repair or alteration to the Products with non-Supplier parts;
- f. Damages or failures caused by the use of Products and/or material supplied by the Customer, other than for which it was designed;
- g. Any and all defects caused by fair wear and tear, improper storage, excessive heating, mechanical vibration, overloading, or contravention of prevailing electrical standards and regulations.

10.4 The Supplier's warranty obligation does not include any costs for cranes, electricity, scaffolding, dismantling and assembly costs, transport costs, or expenses of the Supplier's personnel or representatives; all such costs shall be for the Customer's account. The Customer shall dismantle any defective Products or parts thereof and install repaired or replacement Products at its own cost. Delivery of repaired or replaced Products shall be made in accordance with the original delivery terms of the Contract.

10.5 All claims under this warranty must be submitted in writing without undue delay and no later than fourteen (14) days after the discovery of the Defect. The Customer shall immediately take all appropriate measures to prevent any Defect from becoming more serious. The Customer is responsible for proving that its claim is covered by this warranty. Upon written notification, Supplier shall, at its option, remedy a Defect by repair, replacement, or re-performance. For this purpose, Customer shall grant Supplier working access to the non-conforming Products and provide access to operation and maintenance data, all at no charge to Supplier. Replaced Products shall become the property of the Supplier.

10.6 If software is defective, Supplier will provide an updated version when reasonably available. If Supplier modified the software, it will provide an interim solution if feasible at a reasonable cost and necessary to avoid substantial business disruption.

10.7 If Supplier performs remedial work and no Defect is found, the Customer shall pay for such work, including diagnosis.

10.8 THIS CLAUSE 10 SETS OUT THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND REPLACES ANY OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED. THE CUSTOMER HEREBY WAIVES ALL OTHER RECOURSE, WARRANTIES, REPRESENTATIONS, CONDITIONS AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER PROVIDED FOR BY LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY). THE CUSTOMER ACCEPTS ANY SOFTWARE PROVIDED "AS IS" AND "AS AVAILABLE".

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All IP Rights in the Products, Services, and Software remain the exclusive property of the Supplier or its licensors. The Supplier grants the Customer a non-transferable, non-exclusive license to use such IP Rights solely for operating and maintaining the Products. The Customer shall execute documents as needed to affirm the Supplier's ownership. Source codes will not be provided.

11.2 Supplier shall defend the Customer against third-party claims that the Products infringe an intellectual property right and pay related costs and damages. At its option, Supplier will either: a) obtain use rights for

the IPR; b) modify or replace the infringing item; or c) take back the infringing item and reimburse its price if other options are not reasonably possible.

11.3 Supplier's obligations under Clause 11.2 are conditional on the Customer: a) promptly notifying Supplier in writing of any claim; b) not admitting infringement and providing reasonable authority, information, and assistance; and c) granting Supplier sole control over the defense and settlement. If use of the Products ceases, the Customer must notify the third party that this is not an admission of infringement.

11.4 Supplier has no liability for IPR infringement caused by the Customer, including infringements arising from the Customer's specifications, unforeseeable use, modifications, or use with other equipment.

11.5 This Clause 11 states Supplier's entire liability for IPR infringement, excluding all other rights and remedies to the extent permitted by law.

12. LIABILITY

12.1 This Clause 12 exclusively governs Supplier's liability for all damages and costs, regardless of the legal basis (including contract, negligence, indemnity, or warranty).

12.2 Supplier's liability for bodily injury and intentional acts or omissions is governed by applicable law.

12.3 UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, CIVIL LIABILITY (STRICT OR NEGLIGENT LIABILITY), OR OTHERWISE, SHALL THE SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EMERGENT DAMAGES, REGARDLESS OF HOW THEY ARE CAUSED OR ARISE (WHETHER ACTUALLY INCURRED OR FORESEEN), NOR FOR LOSSES AND DAMAGES (WHETHER ACTUALLY INCURRED OR FORESEEN) CAUSED BY THE UNAVAILABILITY OF THE FACILITIES OR EQUIPMENT, FORCED INTERRUPTIONS OR INTERRUPTIONS IN SERVICES, LOSS OF USE, FOR LOST PROFITS OR LOSS OF REVENUE, ACTUAL OR ANTICIPATED, OR FOR LOSS OF ANTICIPATED SAVINGS, DAMAGE TO REPUTATION, INVENTORY OR USE CHARGES, COSTS OF PURCHASED OR REPLACED ENERGY, INTEREST OR COST OF CAPITAL OR CLAIMS BY ANY OF THE CUSTOMER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF REPLACED EQUIPMENT, SPARE PARTS OR SERVICES, OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICES NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWING CHARGES, POLLUTION CLEAN-UP COSTS, DOCKING COSTS, DIVING OR UNDERWATER WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER GENERATION PLANT, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO CUSTOMER'S PROPERTY), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN EQUIPMENT, COMPONENTS AND PARTS DELIVERED UNDER THIS CONTRACT, COSTS OF ANY ADDITIONAL TESTS, SEA TRIALS/TESTS, WASTE REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION, OPERATION OR SERVICE SYSTEMS OR FOR LOSS OR CORRUPTION OF DATA.

12.4 Supplier's total liability under this Contract is capped at 20% of the Contract Price per event, with an aggregate limit of 100% of the Contract Price.

12.5 Each Party shall obtain a waiver of all rights of recourse and subrogation against the other Party from its respective insurers, and shall indemnify and hold harmless the other Party from liability for any claims made by or through the insurers of either Party.

12.6 Liability limitations herein also benefit Supplier's subcontractors and agents. Supplier's indemnity liability will be reduced proportionally

to the extent the Customer or its agents caused or contributed to the loss.

12.7 If the Customer is not the sole end-user, it must contractually extend the indemnities, exclusions, and limitations of liability in this Contract to the end-user for Supplier's benefit and must indemnify Supplier against any claims from such parties that exceed Supplier's liability to the Customer.

12.8 Supplier's liability under this Contract ceases upon the expiry of the defects liability period.

12.9 All Customer rights and remedies against Supplier not expressly stated in this Contract are excluded.

12.10 The Supplier shall not be liable for any loss, injury or damage resulting from or caused by: (1) software provided by the Customer; (2) monitoring systems, digital systems and/or cybersecurity-related systems other than those provided by the Supplier; (3) any recommendation provided as part of the Software or Cloud Service; or (4) improper and/or inadequate services, installations or alterations performed by the Customer on any monitoring systems, digital systems and/or systems related to cybersecurity. "Improper Services" constitutes any action or inaction that violates the maintenance, configuration, and operation criteria resulting in impaired reliability or increased likelihood of failure.

12.11 Nothing in this Contract excludes or limits a party's liability for wilful misconduct (dolo), fraud, bad faith, bodily injury, or death where such liability cannot be limited under applicable law.

13. ASSIGNMENT

13.1 The Customer may not assign this Contract or any part thereof without Supplier's prior written approval.

13.2 Supplier may assign this Contract, or any part of it, to an Affiliate without the Customer's prior consent.

13.3 Supplier may also assign this Contract to a third party without the Customer's consent in connection with a sale or transfer of its business or part thereof.

14. CONFIDENTIALITY

14.1 Each party shall use the other's information ("Information") solely for the purpose of this Contract and keep it confidential. Information may be disclosed to employees and third parties with a need to know, provided they are bound by equivalent confidentiality obligations. The disclosing party is liable for any breach by its employees or third parties.

14.2 These obligations do not apply to Information that: a) is or becomes public through no fault of the receiving party; b) is rightfully received from a third party; c) is independently developed; d) was already known to the receiving party; or e) must be disclosed by law, with prior notice to the disclosing party.

14.3 This confidentiality obligation shall survive the expiration or termination of this Contract.

15. SUSPENSION

15.1 Supplier may suspend performance, without prejudice to its right to demand contractual penalties, losses and damages from the Customer, if the Customer: (i) is more than 30 days late with any payment or security; (ii) fails to perform obligations necessary for Supplier's performance; or (iii) otherwise materially breaches the Contract.

15.2 If performance is suspended under Clause 15.1, the Customer is liable for all parts of the Supplies already provided and must reimburse

Supplier for all reasonable additional costs incurred due to the suspension. Contractual dates will be extended accordingly.

16. TERMINATION

16.1 Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.

16.2 The Customer may terminate the Contract upon 14 days' written notice only if the Supplier materially breaches the Contract and fails to remedy it within 30 days of written notice. For the avoidance of doubt, delay in delivery shall not constitute grounds for termination; the Customer's sole remedy for delay is set out in Clause 5.4.

16.3 Termination by the Customer does not affect parts of the Supplies already delivered. The Customer must pay for all Supplies delivered prior to termination. The Customer may only engage a third party to remedy Defects if: (a) the Supplier has repeatedly failed or refused to carry out such remedial work following the Customer's written requests; (b) the Supplier has provided prior written approval of the third party and the scope of remedial work to be performed; and (c) all remedial work is carried out strictly in accordance with the Supplier's Installation and Operation Manual. Any remedial work performed by a third party without satisfying all of the foregoing conditions shall void the warranty. The Customer may recover reasonable costs exceeding the Contract Price only for third-party remedial work that satisfies all of the foregoing conditions. Clause 12 applies in case of termination, and the right to rescind the Contract is excluded.

16.4 Supplier may terminate the Contract if: a) the Customer comes under the control of a competitor; b) the Customer fails to remedy a material breach or is over 60 days late on payment; or c) the Contract has been suspended for more than 60 days.

16.5 If Supplier terminates, it may recover from the Customer (i) the Contract Price less saved expenditure, and (ii) any additional costs incurred due to the termination.

17. DISPUTE RESOLUTION, APPLICABLE LAW

17.1 This Contract is governed by the laws of the Federative Republic of Brazil, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2 Any dispute arising from this Contract shall be submitted to final and binding arbitration by a single arbitrator under the ICC Arbitration Rules, in accordance with Brazilian Arbitration Law (No. 9,307/96).

17.3 The arbitration will be conducted in Portuguese in São Paulo, Brazil. Document disclosure will be limited to documents on which a party specifically relies. Evidence in English does not require translation unless requested or required by the tribunal.

17.4 The arbitral award will be written, reasoned, final, and binding. The tribunal will decide based on Brazilian law, not *ex aequo et bono*.

17.5 The courts of São Paulo, Brazil, have exclusive jurisdiction solely for: (a) initiating arbitration, if necessary; (b) granting interim relief before the arbitral tribunal is constituted; (c) enforcing the Contract's payment obligations; and (d) related procedural matters. Once constituted, the arbitral tribunal has exclusive jurisdiction over any interim measures.

17.6 Arbitration proceedings are confidential. The parties, arbitrators, and others involved shall not disclose information, documents, or awards, except as required by law, to protect a legal right, enforce an award, or obtain professional advice.

17.7 Arbitration costs shall be borne equally by the Parties during the proceedings. The final award will allocate costs to the losing party or proportionally based on success. The tribunal cannot award non-contractual attorneys' fees unless otherwise agreed.

17.8 Upon a party's request, the arbitral tribunal may order a claiming party to provide security for the other party's legal and other costs.

18. EXPORT REGULATIONS

18.1 The Supplier's obligation to fulfill this Agreement is subject to no impediments arising from national or international trade laws, customs requirements, embargos, or other sanctions.

18.2 If the Customer transfers Goods or Services provided by the Supplier to a third party, it must comply with all applicable national and international (re-)export control regulations, including those of Brazil, EU, USA, and UN.

18.3 All direct or indirect sales, exports, or re-exports of the Supplier's Products or Services by the Supplier's Group entities in the EU and UK must comply with EU regulations, including but not limited to Articles 12g and 12ga of Council Regulation No. 833/2014 and Article 8g of Council Regulation No. 765/2006.

18.4 Violation of these export regulations entitles the Supplier to terminate this Agreement and/or claim a non-compensatory fine of 5% of the price of the exported Products, which does not preclude claims for further damages.

18.5 The Customer warrants that it, its customer, and the End-User of the Products or Services are not on any applicable restricted party list (e.g., Brazil, EU, USA, UN) and are not controlled by such a party.

18.6 Upon request, the Customer shall promptly provide the Supplier with all information regarding the End-Customer, destination, intended use of Products and Services, and any applicable export control restrictions.

18.7 The Customer shall indemnify and hold the Supplier harmless from any claim, fine, loss, and damages arising from non-compliance with

export control obligations and compensate the Supplier for all resulting losses and expenses.

19. MISCELLANEOUS

19.1 Supplier's obligation to perform is subject to applicable export controls and trade restrictions. The Customer acknowledges that the Products may not be transferred in contravention of such restrictions. If it becomes apparent that the Products cannot be delivered due to export controls or trade restrictions for more than ninety (90) calendar days, the Supplier shall have the right to terminate the Contract in whole or in part without liability for any costs, damages, or losses incurred by the Customer, who shall indemnify Supplier against all third-party claims in this regard.

19.2 If any provision is declared invalid or unenforceable, the remaining provisions shall remain in effect. The parties will endeavor to replace the invalid provision with a valid one that achieves a similar result.

19.3 Any amendments to this Contract must be in a written agreement signed by authorized representatives of both parties.

19.4 No delay or failure by either party to exercise any right or remedy under this Contract shall operate as a waiver of it.

19.5 This Contract constitutes the entire agreement between the parties, superseding all previous agreements and understandings. Each party acknowledges it does not rely on any representation not set out in this Contract and waives any claim for misrepresentation, except in cases of fraud or wilful misconduct.

19.6 If this Contract is submitted to the Customer in another language in addition to the language in which the Contract was signed, this shall occur only to facilitate its understanding. In case of different interpretation, the text written in Portuguese shall prevail.

20. DIGITAL EXECUTION

20.1 This Contract may be signed electronically (e.g., via DocuSign), and such signatures are fully valid under Article 10, § 2 of Provisional Measure 2200-2/2001. The signatories confirm they are authorized representatives.