

1. Parties and Goods

- 1.1 Seller: Ekoquim Limited (Hong Kong) or any Seller affiliate named on the proforma invoice.
- 1.2 Buyer: the legal entity shown on the proforma invoice, Sales Contract or Seller order confirmation.
- 1.3 Goods: as described in the proforma invoice.

2. Terms and Priority

- 2.1 Buyer terms do not apply unless Seller agrees in writing.
- 2.2 If there is a conflict, the order is: (a) special terms on the proforma invoice or Seller written confirmation, (b) these terms, (c) Incoterms.

3. Incoterms and CISG

- 3.1 The Incoterm and named place/port on the proforma invoice applies, interpreted under Incoterms 2020. If none is stated, FOB port of shipment applies.

4. Risk, Title, and General Average

- 4.1 Risk transfers to Buyer under the stated Incoterm. For shipment delivery terms, risk passes no later than completion of loading on board at the port of shipment.
- 4.2 Title stays with Seller until full payment in cleared funds. This is security only and does not change the risk allocation after shipment.
- 4.3 After shipment, Buyer is responsible as cargo interest for all post-shipment costs and liabilities, including general average, salvage, and any security/bonds required by carriers or authorities. If Buyer fails to provide required security, it is a default.

5. Delivery and Shipping Schedules

- 5.1 Any loading, shipment, ETD/ETA, or delivery dates are estimates only, not fixed deadlines.
- 5.2 Maritime schedule changes (blank sailings, port congestion, transshipment delays, rerouting, equipment shortages, terminal constraints) are not a breach and do not allow Buyer to cancel, refuse cargo, request price changes, or claim penalties/damages.
- 5.3 Seller may split shipments and use transshipment, and may choose or substitute carriers, vessels, routes, and sailings unless restricted in writing on the proforma.
- 5.4 Seller is not liable for indirect commercial losses such as lost profits, downtime, market changes, or third-party penalties caused by delay.
- 5.5 The final price may be adjusted by Seller at any time prior to shipment solely to reflect any sea freight General Rate Increase (GRI) or similar carrier surcharge applied to the relevant booking. Seller will notify Buyer and issue a revised proforma invoice reflecting the freight-related adjustment. Except for this freight GRI adjustment before shipment, all other terms, prices, and obligations in this agreement remain unchanged.

6. Shipping Instructions, Import, and Destination Costs

- 6.1 Buyer must provide complete and correct shipping instructions and import documentation requirements within the deadline stated by Seller. If Buyer delays or provides wrong details, Buyer bears resulting costs and consequences.
- 6.2 Buyer is responsible for import licenses, registrations, customs clearance, and compliance at destination. 6.3 Unless Seller agrees otherwise in writing, Buyer pays all destination-side costs and risks, including terminal handling at destination, storage, detention, demurrage, examinations, re-weighing, and charges caused by clearance delays.

7. Quantity and Shortage Claims

- 7.1 Final shipped quantity is determined by the shipping document stated on the proforma. If not stated, bill of

GENERAL SALES TERMS & CONDITIONS EKOQUIM LIMITED

lading weight governs.

7.2 Apparent shortage/damage must be notified to Seller in writing within 3 days after discharge. Concealed loss must be notified within 15 days after discharge, provided the Goods are preserved and not used.

7.3 Claims must include an independent survey report (SGS or another internationally recognized surveyor acceptable to Seller), with evidence of proper sampling, chain of custody, photos, and documents. Buyer must also show timely notices to the carrier to preserve recourse.

8. Quality and Quality Claims

8.1 Seller's COA is prima facie evidence of quality at shipment.

8.2 Quality claims must be notified in writing within 7 days after discharge and supported by representative sampling at discharge, chain of custody, and independent lab results (SGS or equivalent acceptable to Seller).

8.3 No claim applies to deterioration or changes caused by carriage, humidity, ventilation, stowage, temperature variations, delay, storage, or handling after shipment.

8.4 Seller may request a joint inspection. The unsuccessful party bears the costs.

9. Payment

9.1 Buyer must pay in full as per the proforma invoice, without deductions, set-offs, or counterclaims, except if mandatory law requires otherwise.

9.2 All bank and transfer charges are for Buyer's account unless agreed otherwise in writing.

10. Late Payment Fee, Default, and Remedies

10.1 Late payments accrue a late payment fee of 2% per month (or the maximum rate permitted by applicable law, if lower), calculated from the due date until payment is received in cleared funds.

10.2 Default includes non-payment, insolvency/bankruptcy, material breach, or reasonable insecurity about Buyer's performance.

10.3 On default, Seller may suspend performance, withhold documents, stop goods where legally available, resell, terminate, and claim damages and costs.

10.4 Seller may set off amounts owed by Buyer against amounts owed by Seller.

11. Limitation of Liability

11.1 To the maximum extent permitted by law, Seller is not liable for indirect, incidental, punitive, or consequential damages (including loss of profit, downtime, market loss, or third-party penalties).

11.2 Seller's total liability is limited to the invoice value of the Goods giving rise to the claim.

11.3 Claims are only valid if made under Clauses 7 and 8 and before the Goods are used, blended, repacked, or processed.

11.4 Buyer must mitigate losses and preserve claims against carriers/insurers and other third parties.

12. Force Majeure

12.1 Seller is not liable for delay or failure caused by events beyond Seller's reasonable control, including war, civil unrest, strikes, epidemics, sanctions/banking restrictions, export/import restrictions, port congestion, carrier/terminal failure, blank sailings, canal closures, or lack of transport capacity.

12.2 Force majeure affecting Seller's supplier or upstream logistics chain applies equally to Seller. Seller may allocate available supply reasonably among customers.

13. Compliance and Sanctions

13.1 Each party must comply with anti-bribery, sanctions, export controls, customs, environmental, and safety laws.

13.2 Seller may suspend or terminate if Seller reasonably believes performance may breach sanctions/export controls or if banks, insurers, or carriers refuse service due to compliance risk.

GENERAL SALES TERMS & CONDITIONS EKOQUIM LIMITED

14. Assignment

14.1 Seller may assign rights and delegate performance to affiliates. Buyer may not assign the contract or any claim without Seller's written consent.

15. Confidentiality

15.1 Pricing and commercial terms are confidential, except disclosures required by law or needed for banks, insurers, carriers, surveyors, or professional advisers.

16. Waiver

16.1 No waiver is valid unless in writing. Delay in enforcement is not a waiver.

17. Governing Law and Arbitration

17.1 Brazilian law applies. Conflict-of-law rules and CISG are excluded.

17.2 Disputes shall be finally settled under ICC Arbitration Rules by one arbitrator.

17.3 Seat: Itajaí, Santa Catarina, Brazil. Language: English (documents may be English or Portuguese, but English controls).

17.4 The award is final and binding and may be enforced in any competent court.

18. Entire Agreement and Changes

18.1 These terms and the proforma invoice (plus any Seller written special terms) are the entire agreement. Changes must be in writing and signed by Seller.

19. Applicability

19.1 These terms apply to all Seller proformas and accepted orders unless Seller expressly replaces them in writing.
