

## GENERAL TERMS & CONDITIONS OF PURCHASE EKOQUIM LIMITED

### 1. General Scope of Application

These General Terms and Conditions apply exclusively to all agreements relating to the supply of goods between the supplier and EKOQUIM LIMITED. Supplier terms shall not apply unless expressly accepted in writing.

### 2. Assignment

The supplier shall not assign or transfer contractual rights without prior written consent of EKOQUIM LIMITED.

### 3. Delivery, Risk Transfer and Title

Delivery shall be made in accordance with the Incoterms stated in the Purchase Order (latest ICC version).

Risk of loss transfers strictly in accordance with the applicable Incoterm.

Title transfers upon full payment unless otherwise agreed in writing.

### 4. Quality Assurance and Pre-Shipment Inspection

The supplier shall maintain an effective quality assurance system.

EKOQUIM LIMITED or its designated third-party may conduct pre-shipment inspection.

If goods fail inspection, supplier bears all related costs.

Inspection does not constitute final acceptance.

### 5. Specifications and Certificate of Analysis (COA)

Technical specifications attached to the Purchase Order form an integral part of the contract.

The COA must fully match contractual specifications.

COA results shall serve as the binding standard for quality disputes unless fraud or manifest error is proven.

### 6. Delay and Liquidated Damages

If shipment delay exceeds 15 days beyond the agreed shipment date, supplier shall pay liquidated damages equal to 10% of the total Purchase Order value, without prejudice to additional damages.

### 7. Product Liability and Insurance

Supplier shall indemnify and hold harmless EKOQUIM LIMITED against third-party claims arising from defective goods.

Supplier shall maintain adequate product liability insurance.

### 8. Non-Substitution of Manufacturing Facility

Supplier shall not substitute or relocate manufacturing facilities without prior written consent. Unauthorized substitution constitutes material breach.

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### **9. Compliance and Anti-Corruption**

Supplier warrants compliance with all applicable anti-corruption laws including the U.S. FCPA and Brazilian Anti-Corruption Law (Law No. 12.846/2013).

Supplier shall comply with export control and sanctions laws.

### **10. Confidentiality**

All commercial and technical information disclosed by EKOQUIM LIMITED shall remain confidential.

### **11. Force Majeure**

Events beyond reasonable control may excuse performance.

Economic hardship, price fluctuation, export licensing delay, or raw material shortage shall not constitute force majeure unless agreed in writing.

### **12. Retention of Title**

Retention of title by the supplier is rejected unless expressly agreed in writing.

### **13. Governing Law and Arbitration**

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

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

Seat: Itajaí, Santa Catarina, Brazil.

Language: English. Documents may be English or Portuguese, but English prevails.

The award shall be final and binding and enforceable in any competent court.