



**GENERAL TERMS AND  
CONDITIONS OF SALES FOR  
THERMIT DO BRASIL  
IND. E COM. LTDA.**

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## 1. Objective

Present the terms and conditions under which the products are supplied, and the services provided by Thermit do Brasil Indústria e Comércio Ltda. The terms and conditions contained herein supersede all previous proposals, negotiations and representations, if any.

## 2. Scope

The terms and conditions presented in this document apply to all agreements entered into by Thermit do Brasil Indústria e Comércio Ltda with its customers, as an integral part of regular business relationships, which consist of delivery and / or sale of goods or provision of services by Thermit do Brasil Indústria e Comércio Ltda.

## 3. Terms and abbreviations

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Terms / Abbreviations	Description
TdB	Thermit do Brasil Indústria e Comércio Ltda
T&C	General Terms and Considerations
CIF	Cost, Insurance and Freight (acronym for Cost, insurance and Freight)

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## 4. Communication with the customer

Safe, clear and objective communication with the customer is of vital importance for the preparation of the product or the provision of services without problems, from the consultation to the effective delivery or termination of the same. It is important to attend to all requested information, such as:

- Specifications of price and delivery time of the product or start of services;
- Specifications referring to product quality and / or product packaging;
- Instructions on transporting the product to the customer and the deadlines, determining whenever possible the CIF;
- Information on specific technical criteria for testing or acceptance and their deadlines;
- Information on specific technical conditions of use or operation;
- Changes during order processing.

Information flows related to the customer are received by TdB through the price quotation for products or services, through the following input channels:

- Phone contact;
- Customer meeting;
- Corporate email;

- Corporate fax;
- Letter with letterhead;
- Accredited customer visit to TdB facilities;
- TdB visit to the client's premises

The Sales Department will send the requested quote to the customer. After approval of the budget, a Purchase Order will be sent to TdB via corporate email, corporate fax, letterhead, document generation through consultation with online systems under the customer's responsibility or any other means of information for the TdB.

It is essential that all communications are always kept confidential and documented for storage on the company's file server, in a defined location and freely accessible by company managers and the HR department.

## 5. Payments

Prices for goods and services provided by TdB are net prices (excluding taxes) and do not include additional fees or costs related to the sale or delivery of goods or the provision of services.

TdB has the right to change a price specified in its offer or order confirmation, if the customer requests a different volume of goods or services, in addition to that specified in the offer or in the order confirmation.

When registering a new customer, the deadline for payment is A VISTA, after the first acquisition the customer can request a credit analysis, which will be forwarded to the finance department. After this analysis, if the request is approved, the conditions can be: 50% (fifty percent) in cash and 50% (fifty percent) within 30 (thirty) days of the first payment or within 30 (thirty) days from the issuance of the invoice.

If, before the completion or execution of any delivery by TdB, the client becomes Defendant in a Judicial Action for Administrative Improbability, Criminal Action or Action for Environmental Crime, or has its bankruptcy decreed, or becomes insolvent or performs a transfer on behalf of creditors, TdB may, at its discretion, terminate delivery and send the customer a written notice of termination so that TdB is subsequently released from any other obligations to the customer. In addition to payment for the delivered goods, the customer will reimburse TdB for the termination costs and a reasonable profit provision for the work completed. If TdB is required to take legal action to collect any outstanding amounts due, TdB will be entitled, but not limited, to reasonable attorney fees, collection costs and fines, monetary correction and interest, as well as any bank or operating fees imposed on TdB.

## 6. Shipments

Unless otherwise agreed, all deliveries to the customer are made by making the products available in TdB's shipping warehouse. When collecting the products, the carrier indicated by the customer must sign the receipt of the products in its own form. If the carrier refuses to sign the receipt of the products, TdB

may suspend the release of the products and the fact will be immediately communicated.

## **7. Warranty**

The customer is obliged to check the goods delivered immediately after delivery or to check the services immediately after their completion, attesting to the integrity of the goods and the fulfillment of the quantities established in a contract or in a purchase order.

The customer will lose the rights under the warranty, as stipulated in the paragraph below, if he does not examine goods or verify the services and does not report visible defects to TdB within 90 (ninety) days after the goods are released to the customer or the provision of a service and if the defects are revealed later - within 7 (seven) days from the day of detection.

TdB makes no warranties, express or implied, regarding the goods it manufactures or sells, except for the period of validity stated on the product identification label. These warranties will not be effective if any damage or defect results from negligence, recklessness or malpractice, or due to improper handling or even improper packaging or storage of the products by the customer or by any other party after delivery to the carrier.

TdB will repair or replace, in its warehouse, any product delivered to the customer by TdB that complies with the warranty established in the paragraph above, or at the discretion of TdB, will refund the price paid for the product. Any replaced products must be returned, becoming the property of TdB.

Claims must be made within 90 (ninety) days after the goods are released to the customer and must be provided in writing to TdB.

## **8. Intellectual property**

The designs and samples that TdB makes available to the customer remain the property of TdB and must not be supplied, shown or reproduced, without TdB's express prior written agreement.

The client undertakes not to disclose to third parties the secret and confidential information received from TdB, except for those that TdB consents to in writing or that are released under the peremptory provisions of the Law or as a result of a decision by a public authority.

TdB reserves the rights of ownership and copyrights for illustrations, designs, costs, documents and any other legal institutes not expressly mentioned here that are made available for the purposes of performance of the contract, including in electronic format. They must not be accessible to third parties without the prior written consent of TdB, otherwise they will be void and may result in civil, criminal, labor and administrative liability to those who have participated with intentional or guilty action or omission; in the form of the Law.

Each party will retain exclusive ownership of its intellectual property rights on the date of the contract, whether patented or not, including know-how and knowledge, owned or acquired prior to the entry into force of the contract or regardless of the performance of that contract.

TdB will retain exclusive ownership of the intellectual property rights, whether patented or not, of the know-how and knowledge that it may have acquired during the execution of the contract.

TdB will retain only ownership of intellectual property rights, ownership and participation in the results, products and components developed.

## **9. Sigilo e Confidencialidade**

The client will treat any and all information about TdB as confidential, including, among others, commercial and technical information that the client has obtained during the execution of the contract or order. Eventually, TdB may declare that certain information should be considered confidential, resulting in even greater protection over the information.

Any and all material, documents and information provided by TdB for the execution of the contract or order will remain the property of TdB.

The obligation to keep the information thus declared secret and confidential will be applied during the performance of the contract or order and after its performance, until such information no longer provides value to TdB or can no longer be recognized as confidential.

The customer will ensure that the confidentiality obligation is observed by its employees, agents, partners, representatives and any and all other entities that cooperate with the customer who has access to this Information.

The client will treat Secret and Confidential Information according to its nature, which means, for example, that this information will not be distributed within the organization itself to other people than those who need the information for their functions and that the Secret Information and Confidential documents are stored in a secure manner.

## **10. Majeure**

TdB is not responsible for delays or other non-observances, insofar as such delays or non-observances are due to reasons beyond the control of either party (Force Majeure). Circumstances considered to be force majeure will mean unpredictable events that cannot be avoided by human efforts (for example: war, national strike, blockade, lockdown, earthquake, flood, fire, terrorist attack, etc.) and do not depend on the intention of the parties involved, directly impair the party's ability to fulfill its contractual obligations. If, due to any contingency, TdB is unable to supply products to all of its customers, TdB will be entitled to allocate its available supply among its customers, departments and divisions in any way that it deems fair and equitable. In no event will TdB be obliged to purchase goods from third parties to allow the supply of products to the customer, although TdB may, at its option, do so at any time.

Unless otherwise agreed, and in writing, between the parties, the contractual terms will be extended in proportion to the duration of the force majeure. The Parties shall notify themselves without delay of treatment or the occurrence of any situation of force majeure and its expected duration. Damage resulting from late notification of treatment or the occurrence of force majeure will be borne by the

party responsible for such late notification.

## 11. Other provisions / Applicable law

This GTC will be governed and interpreted exclusively in accordance with Brazilian law, without reference to the principles of conflict of laws.

If any of the provisions of these GTCs become invalid, they will be replaced by the respective binding provisions of Brazilian law.

The competent court to resolve disputes resulting from the contract and / or order or from these GTCs will be the Central Court of Rio de Janeiro / RJ, Brazil.

## 12. Design changes

TdB reserves the right to make changes and improvements to any product without prior notice or to make such changes to products already sold. Furthermore, it reserves the right to withdraw from circulation and replace, adopting all necessary conducts, any product or service whose characteristics are found to be potentially harmful to the customer.

## 13. Auxiliary Documents

n/a

## 14. Revision control

Revision	Date	Reason	Editor
Rev. 02	AAAA-MM-DD		
Rev. 03	AAAA-MM-DD		
Rev. 04	AAAA-MM-DD		