GENERAL TERMS AND CONDITIONS OF CONTRACT

These General Terms and Conditions of Contract ("Terms") govern all purchases made by Niterra do Brasil Ltda., enrolled with the National Registration of Legal Entities CNPJ under No. 52.541.760/0001-00, with its headquarters located at Rodovia Professor Alfredo Rolim de Moura (SP-88), Km 61, No. 8,111, borough Cocuera, Mogi das Cruzes/SP, ("Niterra"), relating to the supply of goods, the provision of services, and import operations. By accepting a purchase order or beginning to fulfill it, the supplier/service provider ("Business Partner") acknowledges that it is aware of and fully agrees to these Terms.

1. PURPOSE AND SCOPE

1.1. These Terms apply to all legal relationships arising from Purchase Orders ("Orders") issued by Niterra, regardless of whether an individual contract has been entered into.

2. ACCEPTANCE

2.1. Acceptance of an Order implies full and irrevocable agreement to these Terms and to all commercial, logistical, technical, and operational conditions set forth herein, including those set forth in any attachments or referenced supplementary documents.

2.2. The commencement of the supply of goods or the provision of services, as well as any indication of partial fulfillment, shall be deemed to constitute tacit and binding acceptance of the Order and these Terms, even if there has been no formal confirmation from the Business Partner.

2.3. The sales prices indicated in the Purchase Order must be adhered to by the Business Partner during the performance of the supply or provision of services, in accordance with the terms and conditions set forth in Clause 6 ("Price and Payment").

2.4. In the event of a disagreement regarding any condition set forth in the Order, the Business Partner must submit a formal objection in writing, exclusively via email, to the responsible buyer at Niterra within a maximum of three (3) business days from the date of receipt of the Order.

2.4.1. If the Business Partner does not respond within the above timeframe, Niterra will interpret this as full acceptance of all the terms of the Order, and the Business Partner will be obligated to comply with them in full. The failure to provide timely notice may not subsequently be used as a justification for noncompliance, renegotiation, or challenge of the agreed-upon terms.

2.5. By accepting the Order or commencing its execution, the Business Partner declares, under penalty of law, that the person responsible for the acceptance has sufficient and legitimate authority to bind the Business Partner to the obligations set forth in these Terms, and assumes responsibility for any defects in representation.

3. DELIVERY AND LOGISTICS

3.1. The Business Partner must deliver the products or perform the contracted services at the location, on the date, within the timeframe, and under the conditions specified in the respective Purchase Order issued by Niterra.

3.2. The acceptance process will be considered satisfactory only if all of the following requirements are met:

a) The quantity delivered must fully correspond to what is specified in the Order, as verified by a physical inspection upon receipt;

b) Packages must be in perfect condition and properly labeled with the following information: item description and code, quantity, purchase order number, and the order number issued by Niterra;

c) The DANFE/Invoice must contain the Business Partner's up-to-date registration information, the correct description of the goods, the Purchase Order number, the Order number, and the payment terms agreed upon in the Order;

d) Acceptance will be contingent upon compliance with the deadlines and schedules previously established by Niterra, as detailed below:

- Materials (goods and products): Deliveries are permitted from the 1st business day through the 25th of each month. If the 25th falls on a weekend or holiday, the deadline will be moved up to the last preceding business day.
- Expenditure Authorization (AD) and Services (administrative and operational): Deliveries are permitted from the 1st business day through the 20th of each month. If the 20th falls on a weekend or holiday, the deadline is the last preceding business day.
- Hours for receiving materials and services: From Monday through Friday, from 8:30 a.m. to 4:30 p.m.

3.2.1. In exceptional cases, and subject to prior and express authorization from Niterra's Purchasing Department, emergency deliveries may be accepted under conditions that differ from those stipulated above.

3.3. Goods will not be accepted in the following cases:

a) Early deliveries, partial deliveries, or deliveries that do not comply with the quantities, deadlines, payment terms, or prices agreed upon in the Order, unless previously authorized in writing by the Buyer or the responsible Manager;

b) Irregularities in the tax document associated with the delivered goods;

c) Products that do not conform to technical specifications or are packaged in damaged packaging and/or have labeling or identification errors;

d) Deliveries made outside the established period and time, as set forth in item 3.2, sub-item "d."

3.4. In the event of the transport of hazardous materials, the Business Partner must:

a) Use only carriers that have been previously approved by Niterra; the use of unauthorized carriers is prohibited without the express approval of the Purchasing Department;

b) Adopt all safety measures required by applicable legislation, particularly regulations issued by ANTT, IBAMA, and other competent agencies;

c) Ensure that the carrier possesses all legal documents required for the transport of hazardous cargo, such as the Safety Data Sheet (SDS), hazard label, training certificate, and environmental permit, as applicable;

d) Ensure that drivers are properly trained and equipped with PPE and emergency kits compatible with the nature of the product being transported.

e) Fully comply with Niterra's instructions and requirements, committing to provide, whenever requested, the necessary documents and information, such as an insurance policy with appropriate coverage, permits issued by environmental and regulatory agencies, driver training certificates, and an up-to-date environmental emergency plan.

3.5. All risks related to loss, damage, misplacement, theft, or deterioration of the products until they are actually received by Niterra, in accordance with the terms of this agreement, shall be the sole responsibility of the Business Partner.

3.6. In the event of any occurrence or circumstance that could jeopardize compliance with the agreed-upon delivery or performance deadline, the Business Partner agrees to immediately notify Niterra in writing and via official email as soon as it becomes aware of the situation causing the delay.

4. IMPORT

4.1. When the supply originates internationally, the Business Partner shall be solely responsible for ensuring that the goods comply with the legal requirements of Brazilian regulatory agencies, such as the Federal Revenue Service, the Ministry of Agriculture (MAPA), Anvisa, Inmetro, and any other agencies that may have jurisdiction over the operation.

4.2. The logistical terms and responsibilities of each party shall be determined in accordance with the ICC (International Chamber of Commerce) Incoterms rules, and the specific clause must be expressly included in the corresponding Purchase Order.

5. BUSINESS PARTNER's OBLIGATIONS

5.1. The Business Partner agrees to deliver the products and/or provide the services contracted in full compliance with the technical specifications, quality standards, quantities, and deadlines set by Niterra in the Order.

5.2. It undertakes to fully comply with all laws applicable to its business activities, including, but not limited to, labor, social security, environmental, health, occupational safety, tax, civil, criminal, consumer protection, and regulatory laws.

5.3. When required by the nature of the business or by law, you must submit the corresponding certifications to Niterra (e.g., ISO 9001, ISO 14001, IATF 16949, among others) and maintain such certifications in good standing throughout the duration of the business relationship.

5.4. The Business Partner shall be solely and fully responsible for all labor involved in the performance of the supply and/or provision of services, whether performed by the Business Partner itself or by third parties, including, without limitation, employees, interns, apprentices, temporary workers, independent contractors, and subcontractors.

5.4.1. Niterra will not maintain any employment, corporate, or other relationship with such professionals; the Business Partner is solely responsible for complying with all labor, social security, property, insurance, tax, and other obligations arising from applicable law, as well as for complying with health, safety, and occupational health standards.

5.4.2. It is expressly agreed between the Parties that any and all liability arising from labor claims, administrative penalties, or legal actions filed by the Business Partner's employees or by third parties associated with them, against Niterra, shall be borne in full by the Business Partner, even if Niterra is named as a defendant or eventually found liable, including on a subsidiary or joint and several basis. Furthermore, the Business Partner shall be solely responsible for complying with all labor, social security, property, insurance, tax, and other obligations arising from applicable law, as well as for complying with health, safety, and occupational medicine standards.

5.4.3. In the event that Niterra is subject to administrative or judicial proceedings and/or incurs any expenses due to Labor Claims or other charges related to the Business Partner's employees, the Business Partner agrees to:

a) intervene, whenever possible, in administrative and judicial proceedings, taking all necessary measures to remove Niterra from the dispute;

b) fully reimburse Niterra for all amounts it may incur, including, without limitation, principal judgments, fines, court costs, appeal deposits, social security contributions, contractual and contingency attorney's fees, as well as any other charges directly or indirectly related to such claims.

5.4.4. The provisions of this clause are intended to allocate risks between the Parties; they do not preclude any recognition of Niterra's liability to third parties under the law or by court order, but they do require the Business Partner, in any case, to fully reimburse Niterra for all amounts incurred, as set forth above.

5.5**.** To provide services on Niterra's premises, the Business Partner must:

- Ensure that all staff members wear a uniform and a visible name tag bearing the Business Partner's logo;
- Submit, whenever requested by Niterra, documentation proving compliance with labor and social security regulations (including the GFIP, payment slips, eSocial, payroll records, and service agreements);
- Require all employees to complete safety and conduct training, in advance, in accordance with Niterra's protocol;
- Provide a list of subcontractors and their respective employment relationships.

5.6. The Business Partner acknowledges that Niterra may, at any time and on a periodic basis, request an update to its registration information request an update to its registration information, including, but not limited to, corporate, tax, labor, and environmental documents, certificates of good standing, and other information that may impact the assessment of risk, integrity, and compliance in the contractual relationship. Failure to comply with the request within the specified timeframe may result in the suspension of new orders and, depending on the circumstances, the temporary or permanent suspension of the Business Partner's account.

5.7. Niterra may, at its sole discretion and considering the nature, scope, or risks involved in the provision of services or supplies, require the Business Partner to obtain and maintain the following insurance policies:

a) General Liability Insurance: covering property damage, bodily injury, and emotional distress caused to third parties or to Niterra during the performance of the contracted services;

b) Professional Liability Insurance (Errors and Omissions - E&O): for services involving projects, consulting, or technical development, covering professional errors and omissions.

5.8. The Business Partner must submit the insurance certificate or a copy of the policy within 5 (five) business days of the request, and the coverage limits must be commensurate with the value and risk of the Purchase Order.

6. PRICE AND PAYMENT

6.1. The prices listed in the Purchase Order are firm, fixed, and non-adjustable for the duration of the respective Purchase Order, unless otherwise expressly provided therein. These amounts comprehensively and definitively include all charges applicable to the supply or service, such as taxes, fees, levies, transportation, insurance, packaging, customs clearance, storage, and any other costs or expenses necessary for full compliance with the contractual obligation.

6.1.1. For international shipments, prices must be consistent with the logistics terms specified in the Purchase Order, in accordance with the applicable

INCOTERM, which defines each Party's responsibilities regarding risks, costs, and obligations related to the transportation and delivery of the goods.

6.2. Any requests to renegotiate amounts, terms, or commercial conditions, including those resulting from relevant legislative, regulatory, tariff, or exchange rate changes - such as, for example, tax reform, significant changes in import or export tax rates, the creation of new taxes, the elimination of tax benefits, sudden exchange rate fluctuations, or other measures that substantially affect the cost structure of the supply - must be formally submitted to Niterra's Procurement Department.

6.2.1. All requests for renegotiation must be accompanied by a detailed technical justification, appropriate supporting documentation, and a concrete proposal for adjustment; such requests do not, in and of themselves, imply acceptance or an obligation on the part of Niterra to review them.

6.2.2. No changes to prices, payment terms, deadlines, or other commercial aspects shall be valid without prior review and formal approval by Niterra; if approved, such changes must be formalized in a specific written document linked to the respective Purchase Order.

6.2.3. Niterra may also propose renegotiation to the Business Partner when legislative, regulatory, or market changes result in a significant reduction in the costs or charges originally factored into the pricing, with the aim of restoring the economic and financial balance of the contract.

6.3. Payment will be made in accordance with the terms expressly set forth in the corresponding Order, in compliance with the deadlines, amounts, payment method, and bank account information provided by the Business Partner.

6.4. Niterra may withhold payments whenever it is determined that:

a) Non-compliance in the provision or performance of services;

b) Discrepancies between the invoice and the purchase order;

c) Incomplete, damaged, or late deliveries;

d) Failure to comply with any contractual or legal obligation.

6.4.1. The withheld payment will be released only after the outstanding issue has been fully resolved, without any additional charges to Niterra.

7. BILLING

7.1. A copy of the DANFE (Electronic Invoice Supplementary Document), generated after invoicing, must accompany the shipment of the delivered goods.

7.2. When issuing an Electronic Service Invoice (NFS-e), the billing process must follow the guidelines provided by Niterra in the Purchase Order. Failure to comply with this procedure may result in a delay in payment.

7.3. The due date for the invoice shall be in accordance with the payment terms set forth in the Order, based on the invoice’s date of issuance, provided that delivery of the goods occurs within the logistics timeframe agreed upon in the Order or within 3 (three) business days after the date of issuance, to Niterra’s address or to a warehouse officially designated by Niterra.

7.4. The email address boletos@niterragroup.com.br should be used exclusively for sending bank payment slips.

7.5. It is prohibited to send other documents, such as invoices, DANFEs, commercial proposals, or other communications, through this channel.

7.6. Sending must be made within the established deadline for internal processing, as follows:

- By the 25th of the month for the supply of materials without an Expenditure Authorization (AD);
- By the 20th of the month for the supply of materials with an Expenditure Authorization (AD) and/or services.

7.7. Failure to comply with these rules may disrupt the payment process, and Niterra shall not be liable for any additional charges resulting from such delays.

8. PENALTIES

8.1. Any failure, whether total or partial, to comply with any obligation set forth in these Terms or in the Order shall result, without prejudice to the right to claim damages, in the imposition of a non-compensatory penalty equal to 5% (five percent) of the total amount of the respective Order.

8.2. The penalty provided for in this clause shall be enforceable regardless of whether judicial or extrajudicial notice is given; proof of breach of contract shall suffice, and the penalty shall be considered a liquidated, certain, and enforceable debt.

8.3. The imposition of the contractual penalty does not preclude Niterra's right to seek:

a) Full compensation for any direct and indirect damages;

b) Compensation for lost profits, including those resulting from production stoppages or loss of business;

c) Reimbursement of costs related to emergency replacement, transportation, storage, rework, or disposal of nonconforming materials.

8.4. The fine may be automatically offset against amounts owed by Niterra to the Business Partner, including in future payments.

8.5. Niterra may verify the work stoppage through an internal incident report or production report, which will serve as sufficient evidence to impose the penalty.

9. WARRANTY

9.1. The Business Partner expressly and irrevocably warrants that all goods supplied and/or services provided:

a) Are free from manufacturing defects, hidden or apparent defects, and technical or design flaws;

b) Fully comply with applicable technical standards, specifications required by Niterra, and performance standards disclosed by the Business Partner itself;

c) Are fit for their intended purpose, in accordance with information provided in advance or as would reasonably be expected of the product or service delivered.

9.2. If any non-conformity, defect, or inadequacy of the product or service is found during the provision of the service or after delivery, Niterra may, at its sole discretion:

a) Require the immediate replacement of the defective product with another in perfect condition, at no additional cost and without interrupting Niterra's operations;
b) Request a full refund of the amount paid, in cases where replacement is not possible or is inappropriate for the specific situation;
c) Request adjustments, repairs, or re-performance of the service, within a previously agreed-upon timeframe, at no cost to Niterra.

9.3. The exercise of any of these rights does not relieve the Business Partner of civil liability for any damages caused to Niterra or to third parties.

9.4. The warranties provided for in this clause remain in effect even after the formal receipt of the goods or services, and shall remain in effect for the period specified by law or in the contract, calculated from the date of delivery.

10. THE BEST PRACTICES

10.1. The Business Partner hereby declares, for all intents and purposes, that it is aware of and fully adheres to the General Conditions of Good Practices - available for review at https://institucional.ngkntk.com.br/wp-content/uploads/2026/04/Condicoes-Gerais-de-Boas-Praticas.pdf -, and to Niterra's Third-Party Code of Conduct - available through the link https://institucional.ngkntk.com.br/governanca -, and hereby commits to observing, throughout the entire business relationship, the principles of ethics, integrity, legality, social and environmental responsibility, and compliance with the anti-corruption standards set forth therein.

10.2. The Business Partner shall ensure that its partners, officers, employees, agents, representatives, subcontractors, and any third parties involved in the performance of the subject matter of this Agreement also fully comply with the principles and rules set forth in this clause.

11. PROCESSING OF PERSONAL DATA AND INFORMATION SECURITY

11.1. Niterra is committed to processing personal data in accordance with current legislation applicable to data protection, particularly Law No. 13,709, of August 14, 2018 - the General Personal Data Protection Law ("LGPD") - as well as any related regulations and updates.

11.2. The Business Partner hereby declares that it is aware that the processing of personal data under these Terms will be carried out in accordance with the guidelines set forth in Niterra's General Conditions for Data Processing and Information Security, available on its official website at https://institucional.ngkntk.com.br/wp-content/uploads/2026/04/Condicoes-Gerais-de-Tratamento-de-Dados-Pessoais-e-Seguranca-da-Informacao.pdf.

11.2.1. Niterra may update the General Terms and Conditions for Data Processing and Information Security at any time, and undertakes to make the current version available at the address provided and, whenever necessary, to notify data subjects of any relevant changes.

11.3. Niterra may transfer personal data processed under these Terms internationally. In such cases, Niterra undertakes to comply with the requirements of applicable laws, in particular the provisions of Article 33 of the LGPD and Resolution CD/ANPD No. 19/2024, by adopting appropriate mechanisms and taking all necessary measures to ensure the security of the operation, the protection of personal data, and the rights of the respective data subjects.

12. ENVIRONMENTAL COMPLIANCE

12.1. The Business Partner agrees to strictly comply with all applicable environmental laws and, upon request, must provide:

a) Valid environmental permits and licenses;
b) Evidence of the proper disposal of industrial, electronic, chemical, or contaminant waste;
c) Waste management, recycling, and final disposal procedures in accordance with the National Solid Waste Policy (Law No. 12,305/2010) and other relevant regulations.

13. OCCUPATIONAL SAFETY AND HEALTH

13.1. All Business Partner employees who, in the course of their work, need to access Niterra’s manufacturing facilities must carry and use Personal Protective Equipment (PPE) appropriate for the activity to be performed.

13.2. The need for additional PPE will depend on the type of activity to be performed; the Business Partner must consult with Niterra’s Occupational Safety team in advance via email at seguranca@niterragroup.com.br.

13.3. Failure to wear or improper use of PPE will result in denial of access to Niterra’s facilities, without giving rise to any obligation to pay compensation or reschedule deadlines.

14. TERMINATION

14.1. Niterra may terminate the Order at any time, without cause, by providing fifteen (15) calendar days' prior notice from the date the Purchase Order is sent to the Business Partner, via written notice (email or registered letter).

14.1.1. In the event of termination without cause pursuant to Section 14.1, the Business Partner shall be entitled to:

a) receipt of the amounts corresponding to products already delivered and accepted and/or services actually rendered through the end of the notice period; and
b) to reimbursement of costs directly and demonstrably incurred in fulfilling the Order, which are reasonable, necessary, and demonstrably unrecoverable, provided that such costs cannot be avoided or mitigated through commercially reasonable efforts by the Business Partner.

14.1.2. Under no circumstances shall the termination without cause provided for in this clause entitle the Business Partner to compensation for lost profits, loss of future revenue, compensation for lost expected earnings, emotional distress, or any other payments of a similar nature.

14.2. Termination may occur for just cause upon simple notice with immediate effect, without prejudice to the application of the penalty set forth in Clause 8 ("Penalties") and the calculation of losses and damages, if any, in the following situations:

a) If the Business Partner transfers, in whole or in part, its rights and obligations to third parties without Niterra's prior and express authorization;
b) Breach of any contractual, technical, legal, or conduct-related obligation set forth in these Terms or in the Order;

c) Refusal, unjustified delay, or defective performance of the supply or service;
d) Violation of the laws and/or Niterra's regulations mentioned in these Terms;
e) Acts that compromise Niterra's reputation or cause material or moral damage to Niterra;
f) If Niterra becomes aware that the Business Partner, its officers, directors, or employees involved in the performance of the contract are under investigation and/or are parties to administrative or judicial proceedings related to a violation of Brazilian Anti-Corruption Laws and/or applicable related laws;
g) Failure to provide prior notice to the other party regarding corporate reorganizations that substantially affect the ability to fulfill contractual obligations.

14.3. The Order may be canceled immediately if the Business Partner:

a) Is declared bankrupt or subject to court supervised or out of court reorganization;
b) Shows clear signs of economic or financial insolvency, including protested securities, lack of tax clearance certificates, or other indicators of an inability to meet its obligations, at Niterra's sole discretion.

14.4. The Parties may be released, in whole or in part, from fulfilling their contractual obligations and from liability for damages arising therefrom to the exact extent that such obligations are prevented, restricted, or delayed by events characterized as unforeseeable circumstances or force majeure, pursuant to Article 393 of the Civil Code, such as, by way of example, wars, acts of terrorism, general strikes, epidemics, pandemics, natural disasters, large-scale fires, systemic power or telecommunications outages, acts of public authorities, legislative or regulatory changes with immediate impact, as well as significant disruptions in national or international supply chains, widespread shortages of inputs, or transportation restrictions that directly affect Niterra, the Business Partner, or their respective critical suppliers.

14.4.1. The affected Party shall notify the other Party in writing as soon as it becomes aware of the fortuitous event or force majeure, indicating, whenever possible, the estimated extent of its impacts and the mitigation measures taken. Failure to provide such notice does not preclude recognition of the force majeure event, but may be taken into account in assessing its contractual consequences.

14.5. In the event of act of God or force majeure that:

a) affects Niterra or its supply chain, Niterra may, at its sole discretion, suspend, postpone, or adjust the receipt of materials and services, change delivery and payment deadlines, reduce contracted volumes, or cancel the directly affected Purchase Orders, without this giving rise to any penalty, fine, indemnification, or right to lost profits in favor of the Business Partner; and
b) affects the Business Partner, the Business Partner may, upon notification to Niterra, request an adjustment to the deadlines for fulfilling the affected obligations, and must use its best efforts to mitigate the impacts and preserve the continuity of supply.

14.5.1. If the event of unforeseeable circumstances or force majeure persists for more than sixty (60) consecutive days, either Party may, by written notice to the other, terminate the Purchase Order or the specific contractual relationship directly affected, without incurring penalties, without prejudice to the payment of obligations already due and deliveries actually made up to the date of the notice.

14.5.2. In any event, Niterra may engage third parties to ensure the continuity of its industrial and commercial operations, without the Business Partner being entitled to any form of exclusivity, indemnification, or compensation as a result.

15. BUSINESS PARTNER DEBTS DUE TO NON-COMPLIANCE

15.1. The Business Partner agrees to fully indemnify Niterra for any operational, material, or commercial losses resulting from failures in supply or performance that give rise to the following types of charges:

a) The difference between the contracted price and the invoiced amount;
b) Physical discrepancies between the quantities delivered and those actually invoiced;
c) Return of non-conforming products identified upon receipt or after use by Niterra;
d) Expenses related to internal sorting, disposal, or segregation processes due to quality defects in the supplied material;
e) Inclusion of additional monitoring steps in Niterra's production process when there is suspicion of technical performance failure in the supplied material;
f) Shipping costs related to the return of non-conforming materials, including pickup, reverse logistics, inspection, and repackaging expenses, except in cases of international shipments where the Business Partner fully replaces the defective material at its own expense and risk, in which

case no direct financial reimbursement will be required, provided that the replacement occurs within a timeframe compatible with Niterra’s operational needs and without disrupting production.

g) Losses resulting from Niterra customer complaints, provided that the Business Partner’s liability for the product’s quality defect has been established.

15.2. In the event of any of the aforementioned charges, financial reimbursement to Niterra will be made through one of the following methods, at the company’s discretion:

a) Direct deduction from the original invoice related to the Order;
b) Offset against the next invoice due, if the original invoice has already been paid;
c) Bank deposit of the amount due into an account designated by Niterra within three (3) business days, if there are not enough invoices due.

16. CONTINGENCY PLAN FOR PRODUCTION MATERIALS

16.1. For shipments of production materials - such as raw materials, components, and supplies directly used in Niterra’s production - the Business Partner must have a documented contingency plan in place for the following situations:

- “Lot out” during receiving inspections;
- Identification of quality defects at any stage of Niterra’s production process.

16.2. The contingency plan must provide for, at a minimum:

a) Immediate availability of technical staff to screen and identify suspect batches at Niterra's facilities;
b) Full and immediate replacement of the defective batch with a lot from a different production run, without disrupting production.

17. RIGHT TO AUDIT AND ACCESS TO INFORMATION

17.1. Niterra may, either directly or through third parties it designates, conduct document-based or on-site audits to verify the Business Partner's compliance with contractual, legal, environmental, labor, integrity, and quality obligations.

17.2. The Business Partner agrees to cooperate fully by providing access to relevant documents, records, systems, and physical facilities within the timeframe and in the manner requested.

17.3. An unjustified refusal to cooperate with the audit may result in the suspension of new orders and possible termination of the contract.

18. INTELLECTUAL PROPERTY

18.1. Any and all inventions, software, source code, reports, methodologies, processes, industrial designs, trademarks, or any other material developed by the Business Partner as a direct or indirect result of the fulfillment of a Purchase Order shall belong exclusively and in full to Niterra.

18.2. The Business Partner hereby irrevocably and irreversibly assigns and transfers to Niterra all economic intellectual property rights in such creations,

Niterra
Niterra do Brasil Ltda.

free of any additional encumbrances, for exploitation in Brazil and abroad throughout the entire period of legal protection.

18.3. The Business Partner agrees to sign any and all documents necessary to formalize the transfer of rights or to register intellectual property with the appropriate authorities (INPI or others), if requested by Niterra.

19. FINAL PROVISIONS

19.1. These Terms take precedence over any other documents, proposals, or communications exchanged between the Parties, unless there is a specific, formally signed contract in effect between Niterra and the Business Partner, in which case that contract shall take precedence over these Terms.

19.1.1. In the event of a conflict between the Purchase Order and these Terms, the following shall prevail:

a) the specific terms of the Purchase Order regarding price, deadlines, quantities, subject matter, and technical specifications; and
b) these Terms regarding all other general conditions, including, but not limited to, liabilities, penalties, warranties, confidentiality, personal data protection, auditing, termination, and jurisdiction.

19.2. Subcontracting or outsourcing the performance of the services or the agreed-upon supply is prohibited without Niterra's prior and express authorization, except in cases where subcontracting is provided for in the Order or has been previously approved in writing.

19.3. The Business Partner shall be fully responsible for the acts, omissions, failures, and legal and contractual obligations of any subcontractors or third parties it engages, including with respect to labor, social security, tax, environmental, safety, and data protection matters.

19.4. Niterra's tolerance of any failure to comply with the provisions of these Terms or the Order shall not be deemed a novation or waiver of any of its rights, which may be exercised at any time.

19.5. Niterra's failure to exercise, or its partial exercise of, any right granted to it shall not preclude it from exercising that right in full in the future.

19.6. Under no circumstances shall Niterra be liable to the Business Partner for indirect, incidental, special, or punitive damages, or for lost profits or loss of future revenue, regardless of how such damages arose or the legal basis invoked.

19.7. Niterra's total and aggregate liability for any direct damages proven to have been caused to the Business Partner arising from a specific Purchase Order shall be limited to the total amount actually paid by Niterra to the Business Partner for such Purchase Order.

19.8. The Parties elect the Courts of the Judicial District of Mogi das Cruzes/SP, to the express exclusion of any other, no matter how privileged it may be, to resolve any questions or disputes arising from and/or related to this Agreement and the Order.

Public Registry Notice and Language Prevalence: This document is an English courtesy translation of the official Portuguese version of the General Terms and Conditions of Contract (*Termos e Condições Gerais de Contratação*) of Niterra do Brasil Ltda.. The official Portuguese version is duly registered for the purposes of public notice and legal effect vis-à-vis third parties at the 1st Registry of Deeds, Titles, and Documents and Civil Registry of Legal Entities of Mogi das Cruzes, São Paulo, under registration number 96630 (Book B), on June 16, 2026 (Protocol No. 80477 of June 11, 2026).

The authenticity of the Portuguese registration can be verified on the TJSP Digital Seal portal (https://selodigital.tjsp.jus.br**) using seal: 1115674TISE000720818SE26O.**

In the event of any conflict, discrepancy, or inconsistency between this English translation and the official Portuguese version, or in matters of legal interpretation, the Portuguese version shall prevail for all legal intents and purposes.