

**UNIMETAL GROUP**  
**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**  
**Version November 30<sup>th</sup>,2022**

## 1. DEFINITIONS

"**GTCS D**" means these General Terms and Conditions of Sale and Delivery.

"**Party**" means SELLER and BUYER, and collectively, the "**Parties**".

"**UNIMETAL GROUP**" means Unimetal Indústria, Comércio, Indústria e Empreendimentos Ltda. or Unimetal São Vicente Indústria, Comércio e Empreendimentos Ltda., as well as any of their affiliated companies, acting as seller of the Products.

"**BUYER**" means any person, legal or natural, that has entered into or wishes to enter into an agreement with UNIMETAL GROUP to buy the Products.

"**Products**" means Calcined Petroleum Coke, Graphitized Petroleum Coke and/or Petroleum Coke produced and supplied by UNIMETAL GROUP.

"**Request**" means the initial request, whether written or not, made by BUYER to UNIMETAL GROUP, for the supply of Products, which includes information regarding the intended purchase, such as type of Product, quantity, chemical specifications the date of delivery, and packaging and transportation of the Product.

"**Offer**" means any written document issued by UNIMETAL GROUP in response to a Request, submitted to BUYER's appreciation, describing the offer/conditions for the supply of Products, including but not limited to the type of product, specification, packing, quantity, size, price, payment terms, etc.

"**Order Confirmation**" means any order, whether written or not, issued by the BUYER to purchase the Products in connection to the Offer previously submitted by UNIMETAL GROUP.

"**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce.

"**Sale Confirmation**" means the written confirmation issued by UNIMETAL GROUP in relation to the Order confirmation (or equivalent document) submitted by BUYER.

## 2. APPLICABILITY

- 2.1. These GTCS D are applicable to the supply and export of Products, by any company of UNIMETAL GROUP, as Seller, on a spot or continuous basis, with or without a written agreement.
- 2.2. The BUYER declares having read, understood and accepted, on irrevocable and irreversible terms, the rights and obligations stated on these GTCS D.
- 2.3. All sales by UNIMETAL GROUP are subject to these GTCS D.
- 2.4. These GTCS D shall apply to and shall be part of any Request, Offer, Order Confirmation, Sale Confirmation or agreement entered into between the Parties, or any other equivalent document for supply of Products by UNIMETAL GROUP to BUYER and shall then form the complete agreement between the Parties.
- 2.5. These GTCS D should be interpreted together with (i) any supply agreement duly executed by the Parties; (ii) a General Terms and Conditions applicable by BUYER; or (iii) BUYER's Request or Order Confirmation, and in case of conflicts over these documents and these GTCS D, the GTCS D shall prevail.
- 2.6. In any event, BUYER's acceptance of the Offer and/or Products shall manifest BUYER's acceptance to the totality of these GTCS D. No addition to or modification of these GTCS D will be effective unless set forth in writing and accepted in writing by UNIMETAL GROUP. These GTCS D also apply to all pre-contractual situations between UNIMETAL GROUP and BUYER, as applicable, even if the purchase and sale is not completed.

## 3. REQUEST, OFFER, ORDER CONFIRMATION AND SALE CONFIRMATION

- 3.1. Request made by the BUYER shall not be binding on UNIMETAL GROUP. UNIMETAL GROUP shall analyze the Request and send an Offer, which shall be valid for a period of seven (7) Brazilian working days, unless otherwise stated by UNIMETAL GROUP.
- 3.2. If BUYER agrees with the Offer, it shall send to UNIMETAL GROUP, within five (5) working days after receipt thereof, the Order Confirmation, in writing. Beyond the provisions of Section 2.6, the submission of a writing confirmation or Order Confirmation by the BUYER shall be deemed as the formal acceptance of these GTCS D as well as UNIMETAL GROUP'S terms and conditions for the delivery of Products.

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- 3.3. Notwithstanding the above, the BUYER may send the Request together with an Order Confirmation. In this case, the submission of an Offer by UNIMETAL GROUP will not be necessary and the confirmation by UNIMETAL GROUP shall be made solely through a Sale Confirmation.
- 3.4. No Order Confirmation made by the BUYER shall be binding on UNIMETAL GROUP, unless confirmed and accepted by UNIMETAL GROUP in writing through a Sale Confirmation. For the avoidance of doubt, UNIMETAL GROUP shall have the right to refuse any Order Confirmation at its sole discretion.
- 3.5. UNIMETAL GROUP offers its Products in several standard chemistry specifications and sizes. The exact Product specifications agreed upon by the Parties will be set forth in the Offer and if the BUYER approves the Offer, the BUYER will be immediately approving the characteristics of the Product.
- 3.6. The Products will be packaged in accordance with the Offer. If BUYER requests and UNIMETAL GROUP agrees, UNIMETAL GROUP may deliver Products in a different package provided in the Offer. In this case, BUYER is responsible for the eventual costs of such alteration, duly agreed by the Parties.
- 3.7. Statements of acceptance, verbal agreements and all other acts intended to have legal effect by UNIMETAL GROUP's legal representatives shall only become binding as far as they have been confirmed by UNIMETAL GROUP's legal representatives in writing, including, but not limited to email or formal letter sent by Courier.
- 3.8. In the event that the Buyer acquires the Products and resells them to third parties, such Buyer will assume full responsibility for such resale, undertaking to resell the Products only to duly qualified third parties who carry out lawful activities. The Buyer shall be solely responsible for any illegality practiced by the purchasers of the Products, undertaking to indemnify the UNIMETAL GROUP for any damage, direct or indirect, that it may observe in relation to such resales.

#### 4. PRICE AND TERMS OF PAYMENT

- 4.1. The price applicable shall be the price confirmed in the Offer and/or Sale Confirmation. For avoid any doubt, if the Parties negotiate discounts or other commercial conditions, the commercial terms described in Sale Confirmation shall prevail.
- 4.2. Price Validity: for FOB Brazilian port terms, the price is subject to UNIMETAL GROUP's adjustment if shipment is not performed during agreed schedule stated in the Offer and Order confirmation. For CFR/CIF port terms, the price is subject to UNIMETAL GROUP adjustment in case the vessel is unavailable during agreed shipment schedule.
- 4.3. Unless otherwise agreed by UNIMETAL GROUP, prices shall be based on the applicable Incoterms.
- 4.4. Any additional costs incurred to deliver the Products to the BUYER, including but not limited to packaging, freight, import duty, installation, insurance premiums, as well as any applicable taxes, customs duties, withholding taxes, value added tax and/or any other tax that might be levied as well as any additional costs associated with payments, including but not limited to banking costs ("Additional Costs"), shall be for the account of the BUYER ,unless otherwise agreed between the Parties and stated on the Sale Confirmation.
- 4.5. Invoices are based on the product weight determined at UNIMETAL GROUP facilities. For the sake of clarification, all items of the Clause 6 will be applicable after the delivery of the Products.
- 4.6. The BUYER shall pay the price of the Products and Additional Costs due on the payment date stated in the Offer and/or Sale Confirmation. UNIMETAL GROUP may, at its sole discretion, grant a different payment term from that stipulated in the Offer and/or Sale Confirmation, in which case the BUYER will not have a right, and the different term may even be suspended at any time, at the initiative of GRUPO UNIMETAL, in relation to the remaining maturities dates.
- 4.7. All payments shall be made to UNIMETAL GROUP account in the currency stated in invoice issued by UNIMETAL GROUP without any deduction credit or set off whatsoever.
- 4.8. Failure to promptly and fully pay the price by the BUYER will result in the payment of a fine of two percent (2%) on the overdue amount, in addition to interest of 1% (one percent) per month, calculated pro rata die, as well as monetary correction by the IGP-M, without prejudice to losses and damages.
- 4.9. Unless otherwise agreed to in writing between UNIMETAL GROUP and BUYER, UNIMETAL GROUP shall not be required to deliver any Product until payment is made in accordance with the relevant invoice.
- 4.10. Notwithstanding the provisions above mentioned, UNIMETAL GROUP shall also have the right to, according to Offer and/or Sale Confirmation (i) immediately stop any further shipments under one or more Orders Confirmations until UNIMETAL GROUP has received full payment, or (ii) demand from BUYER a full prepayment of any further shipment of Products under one or more Order Confirmation.

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- 4.11.** If BUYER fails to cure the nonpayment within fifteen (15) days after receiving written notice of non-payment from UNIMETAL GROUP, such non-payment will be deemed a material breach and will give UNIMETAL GROUP the right to (i) terminate one or more outstanding Orders Confirmations immediately and/or (ii) require immediate payment of any and all outstanding invoices.
- 4.12.** If legal action is taken to pursue the collection of amounts, UNIMETAL GROUP will be entitled to recover its attorneys' fees, costs of suit and any other costs incurred by UNIMETAL GROUP.

## **5. DELIVERY**

- 5.1.** Delivery of Products shall take place when the Products passes to BUYER in accordance with Incoterms applicable ("Delivery Date"), moment in which, in accordance with such Incoterms, the BUYER will assume the total risk, without any liability from UNIMETAL GROUP.
- 5.2.** Delivery times are estimated either by port of loading and unloading in accordance with the standard practice applicable at the time of preparation of the Offer. UNIMETAL GROUP will not be liable for eventual delays or reprogramming maritime transit.
- 5.3.** On delivery, UNIMETAL GROUP (or its appointed carrier) shall provide the BUYER with such necessary export documents (including any necessary customs declarations or export licenses) previously requested by the BUYER and confirmed by both Parties.
- 5.4.** Unless otherwise agreed in writing by the Parties, shipment of all Products ordered F.O.B. or F.C.A. will be arranged by UNIMETAL GROUP on behalf of the BUYER and all charges shall be paid by the BUYER, according to the information provided in Sale Confirmation. For CFR destination port respective costs and risks are transferred to buyer as soon as goods are on board the ship.
- 5.5.** UNIMETAL GROUP shall endeavor to comply with shipping instructions given by the BUYER with its Order Confirmation, but UNIMETAL GROUP reserves the right to make part shipments and to ship by vessels of its choice from any port in Brazil, without any additional cost to BUYER.
- 5.6.** When the BUYER is to provide a vessel for shipment, UNIMETAL GROUP shall not be responsible for any charges resulting from any failure by the BUYER (or its agents) to give due notice of the vessel's time of arrival. In addition, BUYER will be responsible for any additional cost, according to the clause 5.8.
- 5.7.** The Delivery Date is approximate only and time for delivery shall not be of the essence, unless previously agreed by UNIMETAL GROUP in writing. The Products may be delivered by UNIMETAL GROUP in advance of the Delivery Date upon giving reasonable notice to the BUYER. If UNIMETAL GROUP delivers the Products at any time after the Delivery Date, due to an act not attributable to UNIMETAL GROUP's fault or willful misconduct, UNIMETAL GROUP shall have no liability in respect of such late delivery.
- 5.8.** If the BUYER fails to take delivery of the Products or any part of them on the Delivery Date and/or fails to provide any instructions, documents, vessel booking, licenses, consents and/or authorizations required to enable the Products to be delivered on the date agreed by the Parties, UNIMETAL GROUP shall be entitled, regardless of written notice to the BUYER, to store or arrange for the storage of the Products, in which case, notwithstanding the provision stated on Clause 5.1, above, the risk shall pass to the BUYER, the delivery shall be deemed to have taken place, and the BUYER shall pay UNIMETAL GROUP all costs and expenses, including storage and insurance charges, arising from such failure.
- 5.9.** UNIMETAL GROUP shall not be liable for any costs incurred for whatever reason after the delivery of the Products. When the Products are sold inclusive of any or all of the freight, handling, port or insurance charges, customs or in the rates for, such charges arising after the date of the Order Confirmation and before the Delivery Date or arising through deviation to a new port necessarily or at the BUYER's request or through any delay however caused, shall be for the BUYER's account.
- 5.10.** Containers free time Detention/Demurrage periods at destination are variable and will be informed when the booking is confirmed. UNIMETAL GROUP will not be responsible for eventual delays that overcome free time days.

## **6. INSPECTION, COMPLAINTS AND WARRANTY**

- 6.1.** BUYER shall inspect the delivered Products upon receipt with regard to completeness and defects without undue delay, even if samples were provided in advance.

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- 6.2.** BUYER shall notify UNIMETAL GROUP in writing of any complaints regarding the Products: (i) prior to using the Products claimed to be defective or within (ii) fifteen (15) working days after the delivery, whichever happens first. In the absence of notification, the BUYER shall be deemed to have accepted the Products and to have waived any claims against UNIMETAL GROUP in respect of the Products.
- 6.3.** It is understood that UNIMETAL GROUP shall not be liable for any discrepancy of the Products shipped due to causes for which the insurance company, shipping company, other transportation organization or post office are liable. For sake of clarification, in the event that UNIMETAL GROUP pays for any contingency involving the Products and the BUYER receives compensation in the future from an insurer, carrier or any agent connected to the Products sale and purchase transaction, UNIMETAL GROUP must be reimbursed by the BUYER, within ten (10) business days, of all and any amount you have paid to the BUYER.
- 6.4.** The weight variation tolerance for paper bags is +/- 0.5 kg and for big bags is +/- 2%.
- 6.5.** UNIMETAL GROUP 's obligations under Sale Confirmation shall be deemed to have been duly performed and discharged on the expiry of the time limitation stated in clause 6.2 of these GTCSD. After expiry of these limitation, BUYER shall not submit to UNIMETAL GROUP any further complaint of any possible defects in the Product and UNIMETAL GROUP may disregard any such complaint.
- 6.6.** UNIMETAL GROUP DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. BUYER MUST MAKE ITS OWN DETERMINATION OF THE SUITABILITY AND COMPLETENESS OF THE PRODUCTS FOR THE INTENDED PURPOSE.
- 6.7.** UNIMETAL GROUP's weight, chemical and physical analysis shall be final for settlement unless BUYER proves that there is a discrepancy between UNIMETAL GROUP's certificates and BUYER's analysis of the same Products.
- 6.8.** If such a discrepancy does occur, the results shall be confirmed by an impartial accredited inspection agency (agreed by both Parties) by issuing a quality certificate, which shall be binding on both contracting Parties.
- 6.9.** All costs thus incurred shall be charged to the Party which was in error, as determined by the independent inspector.
- 6.10.** The lodging of a complaint does not discharge BUYER from its payment obligations towards UNIMETAL GROUP.
- 6.11.** If a complaint is justified and timely submitted, UNIMETAL GROUP shall at its discretion: (i) replace the defective Products, (ii) take the Products back and credit BUYER for the purchase price; or (iii) grant BUYER a reduction on the purchase price corresponding to the extent of the proven claim.
- 6.12.** The foregoing are the sole and exclusive remedies for any defect or nonconformity of the Products. UNIMETAL GROUP's obligations under this Section 6 will be applicable to such replaced Products.

## **7. GENERAL LIMITATION OF LIABILITY**

- 7.1.** UNIMETAL GROUP 's liability is restricted to direct damages caused by breach of these GTCSD, duly verified in a final sentence, which no longer admits any appeal, and shall be limited to the value of the invoice of the respective delivery.
- 7.2.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION, RESALE AND PROFIT, INTERRUPTION IN THE OPERATIONS, DAMAGES SUFFERED BY THIRD PARTIES, AND RESPECTIVE COSTS RESULTING THEREFROM.
- 7.3.** 8. Once Buyer has placed an order confirmation, the BUYER shall be responsible for any damages caused to Grupo Unimetal in case of cancellation or revocation of such Order by the Buyer, including as a minimum consequential damages and loss of profit at a rate of 20% of the price of the cancelled or revoked order(s).
- 7.4.** In case of reduced production or machine breakdowns, or reduction in the availability of the Products offered in the oil refineries where the Products is produced, which impact the sale of the Product by GRUPO UNIMETAL, must be SELLER and BUYER, together, redefine volumes of the Offer, without penalties.

## **8. FORCE MAJEURE**

- 8.1.** UNIMETAL GROUP shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control or unforeseeable upon conclusion of the sale , including, but not by way of limitation, any failures or delays in performance caused by any wars, conflicts, strikes, lockouts, or labor disputes, fires, floods, compliance with any federal, state, or local laws,

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regulations, orders or policies, pandemics, epidemics, action or responses advised or required by a governmental or public authority related to an epidemic or pandemic, or delays in transit or delivery on the part of transportation companies (each a "Force Majeure Event"). In such event, UNIMETAL GROUP may, at its option, be excused from performance or allocate deliveries as UNIMETAL GROUP, in its sole discretion, deems appropriate.

- 8.2.** In the case of UNIMETAL GROUP, a Force Majeure Event shall include the situation in which UNIMETAL GROUP is not or only partially supplied with Products by its supplier.
- 8.3.** If any Force Majeure Event prevents, hinders, or delays performance under the agreement for more than seven (7) consecutive months, then either Party may terminate the relation and/or any agreement by written notice to the other Party without incurring any liability.

## **9. CONFIDENTIALITY**

- 9.1.** The Parties acknowledge and agree that any and all business commercial information of which they have knowledge or access as a result of the business relationship established herein and/or any agreement, with respect to the other Party or its businesses activities, will be deemed as sensitive and confidential information ("Confidential Information") and Confidential Information that each Party becomes aware of shall not be disclosed, revealed, published, reproduced, communicated, lent, sublicensed, sold, assigned, transferred, distributed, leased, modified, translated, reverse engineered, discussed and/or used, by the Party which receives the Confidential Information ("Receiving Party") and its successors, partners, directors, employees, representatives, service providers, contractors, subcontractors, advisors, agents, consultants, directors of subsidiaries and affiliates or any other related persons, in whole or in part and in any way, without the prior written consent of the Party which discloses the Confidential Information ("Disclosing Party"). Confidential Information may also be disclosed by the Receiving Party if requested to disclose due to legal or administrative proceedings, provided that the Disclosing Party is previously and properly notified in writing about such disclosure to argue it and/or to collaborate during the presentation of such argument.
- 9.2.** The obligations of confidentiality and non-disclosure herein assumed by the Parties shall enter into force upon the disclosure of Confidential Information and shall remain valid and in force for a period of five (5) years from the termination of the business relationship between the Parties, regardless the reason.

## **10. SANCTION CLAUSE**

- 10.1.** BUYER hereby certifies that the Products purchased from UNIMETAL GROUP will not be sold or transferred to a restricted destination, person or entity, or be transported on a vessel or by other carrier owned, flagged or chartered by any country, person, or entity or shipped through any country which may cause UNIMETAL GROUP or any of the UNIMETAL GROUP affiliates to be in violation of or be penalized by any economic sanctions laws, regulations or restrictions ("Restricted Entity/Zone") and any worldwide applicable export control laws.
- 10.2.** BUYER shall also not apply the Products as raw materials to its end products which would be sold to or shipped through any Restricted Entity/Zone. BUYER ensures that the use of the Products shall follow any worldwide applicable export control laws. UNIMETAL GROUP has the right to reject any sale if it would relate to any restricted destination, vessel, person, or entity.
- 10.3.** UNIMETAL GROUP has determined as an internal policy matter that it will not sell its Products to or through Crimea, Cuba, Iran, North Korea, or Syria.
- 10.4.** UNIMETAL GROUP may decide, at any time and at its sole discretion, not to carry out shipments to countries that present situations of war, calamity, or any interurrence of local or international scope that may affect UNIMETAL GROUP. In this sense, UNIMETAL GROUP will make all efforts to comply with contracted sales to countries with any restrictions set forth in this clause, but UNIMETAL GROUP will be totally exempt from liability in the event of failure to conclude a contract due to supervening situations and beyond the reach of UNIMETAL GROUP.
- 10.5.** In this sense, BUYER agrees not to use or transfer to third parties the Products or its end-products which contain the Products to or through Crimea, Cuba, Iran, North Korea, or Syria.
- 10.6.** BUYER represents and warrants that it is not blocked, sanctioned or in any way identified on the U.S., EU, or UN sanctions lists, and that it is not owned or controlled fifty percent or more in the aggregate by one or more blocked or sanctioned persons or other persons identified on such lists.

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- 10.7.** BUYER shall immediately inform UNIMETAL GROUP in writing if there is any change in any representation in this section.
- 10.8.** If, during the term of the relation between the Parties, UNIMETAL GROUP becomes aware of any possible violation of the representations and warranties given under this clause, or of any violation of, or other conduct or omission that may expose UNIMETAL GROUP, or any of its affiliates, to restrictions, sanctions, or penalties under, any economic sanctions or export control laws, UNIMETAL GROUP may unilaterally and immediately terminate or suspend any agreement with BUYER, without any further liability on UNIMETAL GROUP and without prejudice to the payment of indemnification by BUYER to UNIMETAL GROUP for any losses and any direct and indirect damages suffered by UNIMETAL GROUP, including loss of profits, damage to images, and any other loss that UNIMETAL GROUP may suffer arising from or related to the violation or imposition of restrictions, sanctions, or penalties committed by BUYER, it being hereby agreed that such indemnification is not be subject to any BUYER's limitation of liability eventually provided in this Agreement.

## **11. APPLICABLE LAW AND JURISDICTION**

- 11.1.** Any disputes or conflicts of any nature whatsoever, related to or arising from these GTCSD and any agreements entered into between the Parties, including any conflicts related to its existence, validity, interpretation, execution, or termination, shall be subject to jurisdiction of the courts of the State and City of Sorocaba, State of São Paulo, Brazil.
- 11.2.** These GTCSD and any agreements entered into between the Parties, shall be governed by the laws of the Federative Republic of Brazil.
- 11.3.** Notwithstanding the rules established on items 11.1 and 11.2, above, disputes with respect to non-payment obligations can take place on the jurisdiction of the BUYER and according to the rules applied in the BUYER's place, at sole discretion of UNIMETAL GROUP.

## **12. MISCELLANEOUS**

- 12.1.** Severance. If any provision of these GTCSD is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these GTCSD will continue to be valid as to their other provisions and the remainder of the affected provision.
- 12.2.** Prevalence. Except if the Parties execute a written and specific agreement that excludes the application of these GTCSD, these GTCSD constitute the entire and complete agreement between the Parties relating to its subject matter and are in substitution of any previous written or oral agreement thereon between the Parties.
- 12.3.** Language. English will be the language of these GTCSD and, unless otherwise stated, English will be the language of each Confirmation and all documentation prepared in relation to them.
- 12.4.** Assignment or Sub-contracting. The rights and/or obligations under this GTCSD may not be assigned or transferred by BUYER to any third party without UNIMETAL GROUP's prior written consent.
- 12.5.** Privacy and Data Protection. The Parties do not anticipate that personal data will be involved in the purchase and sale of Products. Nevertheless, the Parties shall comply with all obligations arising from the applicable regulations on privacy and data protection applicable in their jurisdiction.
- 12.6.** Antibribery. The Parties hereby agree to comply with the applicable antibribery legislation that shall apply to the sale and purchase of Products under these GTCSD.

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