

general terms and conditions

August/24

natura

welcome, supplier!

By adhering to this General Terms and Conditions ("GTC"), you or your company will become a Sof Natura, and companies controlled by Natura (Contractor), and will be enabled to supply Products and/or provide Services to the Contracting Party's companies throughout all countries in Latin America. The first two (2) pages summarize the GTC.

Duration of the contractual relationship

From submission date of the Purchase Order until the payment or delivery of Products or completion of the Service, whichever happens last.

parts

A **Legal Entity** (legal entities) or **Person** indicated in the Request or Purchase Order, Service or Contract, with the legal entity of Natura or Avon and the companies controlled by them being the Contracting Party and the Supplier being the Contractor. Together are hereby designated as **Parties**.

All Natura legal entities incorporated in the Contracting Country are part of the Natura group.

products

The **items** specified in the Request or Purchase Order, Service Order, Contract, *if applicable*, and/or Technical/Commercial Proposal must meet all commercial and technical specifications required by Natura and companies controlled by it. Including, but not limited to, products and/or goods delivered to the Contracting Party by the Supplier; provision of services by the Supplier that involves the delivery of goods or technological developments, software, or any other deliverable that are ordered by Natura and companies controlled by them.

services

They refer to **activities** the Supplier undertakes to perform, as detailed in the Request or Purchase Order, Service Order or Contract *if applicable*, and/or Technical/Commercial Proposal. This may include providing software that does not fall into the Products category.

The Supplier must:

- | | |
|--|---|
| <p>01 Comply with the terms and deadlines agreed in the request, purchase order, contract and its annexes</p> <p>02 Always collaborate with the Contractor.</p> <p>03 Maintain the quality standards required and agreed upon the request, purchase order, contract and its annexes.</p> <p>04 Respect and comply with the laws of the country for the provision of the service or supply of goods and any others that are applicable where Natura or its controlled affiliated is/are located.</p> <p>05 Prioritize the safety and health of its employees, associates, subcontractors or any other person linked to the provision of services or the supply of goods.</p> | <p>06 Avoid losses. It is understood as loss of costs, expenses, losses (direct or indirect) suffered, arising from the execution of the service or purchase/sale of goods.</p> <p>07 Adopt sustainable environmental and biodiversity protection practices, <i>when applicable</i>.</p> <p>08 Comply with the provisions of the Code of Conduct available at the link below:
natura.com.br/fornecedores-pre-requisitos-codigo-de-conduta</p> <p>09 Notify the Contractor about the risks that may arise during the execution of the service or in the supply of goods or that may affect its execution.</p> |
|--|---|

- 10** Develop good corporate governance practices and prevent risks of money laundering, terrorist financing, any form of corruption and/or transnational bribery. You must also comply with the applicable regulations on the matter in the jurisdiction where you provide the service or supply the goods.
- 11** Exempt and repair all damages and losses caused to the Contractor and/or any of its subsidiaries, controlling companies, subordinates or third parties during the execution of activities or the supply of goods, regardless of whether such damages were caused by it, its subordinates, dependents or associated, and regardless of the cause or nature of the damage.
- 12** Comply with regulations on personal data and respect the privacy of personal data as regulated in the jurisdictions where the service or supply of goods will be provided.
- 13** Respect intellectual and industrial property rights and refrain from using the works, creations, developments, content or texts of third parties without their due authorization and the obligation to duly communicate said notice to its contractors, collaborators and consultants.
- 14** Respect and comply with the labor laws of its collaborators, workers, related parties, among others, in accordance with the labor laws applicable in the jurisdiction where the service is provided or the goods are supplied.

how will it work?

- 1** The Supplier registers in the Contractor's system and adheres to the CGC and Natura&Co's Supplier Code of Conduct (CoC). Undergo audits,

if applicable
- 2** There is negotiation and signing of a Contract, if necessary, and sending of the Purchase Order (formalization of the contract)
- 3** The Supplier delivers the product or performs the service
- 4** The supplier issues the pre-Invoice, the Contracting Party approves it and then the invoice is issued
- 5** The Contractor makes payment within the established deadline and in accordance with the payment policy

additional warranties

The **Products** must be ready for sale, free from encumbrances or impediments, and have, as a rule, a 12-month warranty after delivery, with the possibility of extension following applicable legislation or manufacturer warranties. In this sense, the Supplier will be responsible for the sanitation, *if applicable*, of products delivered in the cases provided for by law.

The Supplier must provide detailed reports on the **Services** carried out and the results when requested by the Contracting Party. The Supplier must correct, at no additional cost and within the deadline agreed with the Contractor, any failure, lack of quality, non-compliance and/or lack of attention to the specifications agreed and required by the Contractor.



These terms are presented to all Contractor Suppliers. In this sense, there are general and specific clauses. When facing "*if applicable*" clause, it should only be considered if it coincides with the provision of your Product or Service. In case of divergence between these terms and what is established in the Purchase Order or Purchase Order or Service, what is established in these latter documents will prevail over these Terms.



See more about Cruelty Free International and Environmental Protection and Biodiversity on page 10.

summary

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01. *Beginning of contractual relationship*

It will occur when the Contracting Party issues a Purchase Order for Products and/or Services and the Supplier accepts this Order; or when the Contracting Party accepts a Commercial Proposal from the Supplier. If the local legislation of the country where the service or delivery of the goods will be carried out requires that acceptance be expressed and in writing, it must be done in this way.



What is an Order?

It is a request for a Product or Service made by the Contracting Party to the Supplier in accordance with these Terms and the Specifications or Declarations mentioned in the Order.

When is the Order considered accepted?

When this happens (whichever happens first):

- 01** A written confirmation of the Supplier's acceptance of the Order; or
- 02** Any action or confirmation in the Contractor's system that represents an unequivocal commitment to fulfill the Order.



prevalence of the terms

These terms exclusively govern the contractual relationship, prevailing over any other terms that the Supplier tries to impose, incorporate or that are suggested by previous commercial practices, revoking the previous terms in an unrestricted and complete manner.

In case of conflicts, the following order shall prevail:

- 1º** What is established in the Purchase Order or Service;
- 2º** These GTC;
- 3º** Natura's Global Supplier Code of Conduct (CoC);
- 4º** Accessory documents issued by the Contracting Party or Declarations.
- 5º** Accessory documents issued by the other Party. In case of conflict between documents issued by the same Party, the most recent document will prevail.



If there is a specific written agreement signed between the Parties, it will prevail over any document.

The Contracting Party under no circumstances guarantees exclusivity to the Supplier over the terms of the contractual relationship.

The documents and electronic communications exchanged between the Parties serve as proof of the negotiation, but are not part of the contractual relationship except the **Specifications or Declarations**, signed and accepted by the legal representatives duly authorized.

Specifications: agreed specifications, descriptions, demands or samples relating to Products or Services.

Declarations: written statements made by the Supplier relating to the Products or Services.

02. *general obligations of the provider*



Meet delivery deadlines.



Use the highest quality materials, products, standards and techniques available.



Actively collaborate with the Contracting Party on all issues related to the contractual relationship, following the guidelines and instructions provided.



Only employ personnel with the legal capacity, competence and experience necessary to carry out the tasks in sufficient numbers to fulfill the obligations.



Ensure that equipment, tools, vehicles and other items required to fulfill contractual obligations, including PPE, are compliant and used appropriately.

if applicable



Obtain and maintain the licenses, permissions, authorizations, consents and concessions necessary for executing the contractual relationship. Comply with applicable product safety laws and have documentation when requested.



Immediately notify the Contractor in writing of any identified risk or legal violation that may affect the safety of the Products.



Strictly and duly comply with all legal, social security and tax obligations relating to personnel affected by the fulfillment of a Request or Purchase Order or Service Order.



Do not perform actions or omissions that could cause the Contractor to lose any license, authorization, consent or permission.



Comply with all applicable laws, regulations and other health and safety requirements at the Employer's premises and elsewhere.



Save and preserve the Materials provided by the Contractor, keeping them in excellent condition until their return. It is prohibited: sale, use contrary to instructions or without express authorization from the Contractor.

if applicable



Ensure that its employees, when they are at the Contracting Party's facilities to provide Services, use reusable bottles or cups, in line with the Contracting Party's sustainability policies.



Provide the Contractor with accurate and updated information about the Products and/or Services.



The Supplier must comply with the terms set forth herein and the obligations regulated in various documents signed between the Parties.

03. **supply of products**

if applicable

The Supplier will ensure that the products:



Are following the specifications, statements provided, and the Request, Proposal or Service Order terms.



They are of satisfactory quality and are suitable for the purposes specified by the Contractor, whether express or implied.



They are free from defects in manufacturing, materials and workmanship, remaining that way for 12 months (minimum) after delivery or for a longer period if determined by applicable legislation or the manufacturer's or Supplier's guarantees.



Strictly comply with all applicable laws and regulations relating to the manufacturing, labeling, packaging, storage, handling and distribution of the Products.



They are free from any encumbrance or impediment and have the right to sell them to the Contractor (including the necessary license for commercialization, if applicable, which will also allow the Contractor to sell them).



The Supplier must present, when audited or when requested, detailed information about the traceability of the Products supplied, including the presentation of audit reports from the Suppliers of the respective Products, ensuring transparency and compliance throughout the supply chain.

04. **delivery of products**

if applicable

The Supplier will ensure that:



The Product's delivery occurs within the deadlines and schedules agreed with the Contracting Party and following all provisions detailed in the Request, Purchase Order or Service and, if applicable, Contract.



The Products are adequately packaged and protected, ensuring they arrive at their destination in perfect condition.



Each delivery is accompanied by an invoice that includes the Order date, Order number if applicable, type and quantity of Products, Product code numbers if applicable, special storage instructions if applicable and, for partial deliveries, an indication of the pending items.



When is the delivery completed?

After completing the unloading of the items at the delivery location indicated in writing by the Contracting Party and upon receipt of the completed delivery in the Contracting Party's system.

Product does not comply with the Specifications or the Order, Service Order and, if applicable, Contract:

In the event of non-compliance with the contracted conditions and/or errors in billing and lack of information, Purchase Order number, incorrect details of the Parties or tax discrepancy, the Contracting Party has the right to return the Products to the Supplier, with the logistical costs of return and reimbursement of amounts paid under the responsibility of the Supplier, unless another solution is agreed in writing between the Parties.

Quantity smaller than requested

If the delivery consists of less than 95% of the quantity of Products ordered, the Contractor may reject the Products or suspend the Order.

Quantity greater than requested

The Contractor may, at its discretion, reject the surplus.

Non-compliant product

The Employer may reject you.

Late delivery

The Contracting Party may reject the Products or suspend the Order.

Need for recall

If identified in accordance with applicable legislation, the Supplier must:








- 01 Immediately notify the Contractor so that appropriate measures can be taken.
- 02 Refrain from making significant public statements without the Contractor's prior consent, unless legally required.
- 03 Take all corrective measures or procedures required by applicable laws.



In case of non-compliance with contractual conditions, the Contractor has the right to return the Products to the Supplier, with the logistical costs of return and reimbursement of the amounts paid under the responsibility of the Supplier, unless another solution is formally agreed between the Parties.

05. provision of services if applicable

The Supplier must:

-  Provide Services with diligence and professionalism, following the sector's best practices and business standards.
-  Inform the Contracting Party in writing of any irregularity or difficulty that affects the execution of the Services.
-  Correct Services that are defective or do not comply with the Specifications/Contract at its own expense and within the Contracting Party's deadline. Otherwise, the Contracting Party may correct them with third parties and charge the Supplier the costs, in addition to a fine of 10% of the value of the Service redone. Said fine percentage may vary upon prior written notice from the Contractor.
-  Ensure that deliveries of Services are free from defects, present satisfactory quality and are suitable for the Contractor's purposes.
-  Ensure that the Services follow the specifications, Service Order and, if applicable, Contract, without defects, have satisfactory quality and are suitable for the Contractor's purposes.
-  Provide the Contracting Party with a monitoring report detailing the activities carried out and the results achieved when requested.
-  When the Service is performed on Natura properties, the Supplier must carry out the necessary training and registration in advance to access the sites without compromising the pre-defined schedule during contracting.

06. inspections and audits



INSPECTIONS

The Contractor may inspect and test the Products and/or Services at any time.

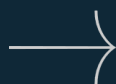
This does not exempt the Supplier from its full responsibility for the Products and/or Services provided, for any hidden or reducing defects, or for any circumstance that directly or indirectly causes damage to the Contracting Party.

Regardless of inspections or tests, Supplier shall comply with all stipulations of the Request, Purchase Order or Service or, if applicable, the Contract.

The Contracting Party may carry out new inspections and tests, even after the Supplier implements the suggested corrective measures.

If the Contracting Party considers, after an inspection or test, that the Products or Services do not comply with the contractual requirements or Specifications,,

Will immediately notify Supplier of the need to make appropriate repairs or corrections to meet required standards.



AUDITS

The Supplier must provide the Contractor with:



Access to documentation

Books and records that demonstrate both financial health and contractual compliance, including adherence to the Code of Conduct.



Ease of audits

Permission to carry out audits on your premises or where services are performed.

When will audits take place?

They will be organised based on specific needs and may occur 5 days in advance or, for checks focused on the Code of Conduct, without prior notice.

Who is responsible for the costs of audits?

The supplier will bear the costs of periodic social/ethical audits or in cases of non-compliance. The Employer will cover the remaining costs.

07. **transfer** of responsibility

The transfer of risk and ownership of Products and/or services from the Supplier to the Contractor is governed by the following conditions:

RISK TRANSFER

Occurs when the total price of the Products and/or Services is paid in full.

Except in the case of specific INCOTERM applicable.

TRANSFER OF OWNERSHIP

It occurs when the Products and/or Services are delivered.

The Order will not, under any circumstances, be subject to domain reservation provisions.

→ **transfer of assets**

Materials and tools provided by the Contracting Party to the Supplier to execute the Request, Service Order and, *if applicable*, The assets remain the exclusive property of the Contracting Party. The Supplier is responsible for their safekeeping, must bear maintenance costs and is obliged to take out appropriate insurance, providing proof of such insurance to the Contracting Party. Furthermore, they must be returned in good conditions when the Contractor requests, without retaining unauthorized copies.

Examples of assets: molds, matrices, plans, prototypes, software source codes, documentation, among others.

→ **responsibility for third party rights**

The Supplier warrants that it will acquire any proprietary rights or Intellectual Property from third parties necessary to execute the Order, Purchase Order or Service and, *if applicable*, Agreement and will assume full responsibility for any claims relating to such purchases.



The Contractor is not responsible for any operation that occurs before its formal and express acceptance, especially those carried out at the Supplier's facilities.

08. compliance to the CoC

How should the Supplier act in relation to laws and the Code of Conduct?

Supplier warrants and guarantees that, having received, read and understood the CoC, it agrees to govern its activities subject to the Order, Purchase Order or Service and **if applicable** Contract in accordance herewith.

The CoC binds the Parties and once its violation is confirmed, the contractual relationship will be immediately terminated with the suspension and/or withholding of payment, without prejudice to compensation for damages caused to the Contracting Party.

Other commitments:



Participate in workshops and training related to the Code of Conduct offered by the Contracting Party, in addition to other training considered necessary for the continuity of the commercial relationship.



Promote and demand compliance with the Code of Conduct among its representatives, employees, suppliers and subcontractors, ensuring full compliance.

is the Supplier free of economic sanctions?

(restrictions on the commercialization of products or services imposed by any government or international entity)

Supplier warrants that it is not subject to any international economic sanctions, is not controlled by or associated with parties subject to such sanctions, and agrees to comply with all applicable laws regarding economic sanctions.



Cruelty-Free International

The Supplier guarantees that its Products (finished or ingredients) have not been tested on animals following the standards established by Cruelty-Free International. Failure to comply may result in the return of products, suspension of business activities or termination.



Environmental Protection and Biodiversity

The Contracting Party and the Supplier undertake to respect applicable legislation related to biodiversity, environmental policies and environmental laws, assuming full responsibility for avoiding damage to the environment or illegal access to biodiversity.

Export control

if applicable

When applicable, both the Contracting Party and the Supplier will strictly follow export controls. To ensure compliance:

- 1 Supplier must promptly identify export control requirements, including necessary licenses and permits.
- 2 Inform the Contracting Party about the identified controls.
- 3 Acquire the necessary authorizations and, if requested by the Contracting Party, assist in obtaining these authorizations.
- 4 Present documents to the Contracting Party that prove compliance with export controls.

What are the controls export?

Export laws, restrictions, controls safety and regulations taxes nationally or internationally by governments, international organizations, agencies and authorities.

→ the Supplier must maintain financial records?

The Supplier is obliged to maintain updated and complete books and financial records, reflecting all transactions related to the contractual relationship, during the term of the Request, Purchase Order or Service and, **if applicable**, Contract and for a minimum period of six (6) years after its termination (or longer period as prescribed by applicable law), making them available for inspection by the Contracting Party upon request.

→ What happens if there is a suspicion of breach of obligations?

The Supplier must immediately notify the Contracting Party if it becomes aware of or suspects any violation of the established obligations. The Parties agree to cooperate fully in any investigation and take necessary steps to correct such violations.

09. rights of contractor

When the Supplier does not comply with its contractual obligations, the Contracting Party may:



Termination: terminate the contractual relationship immediately upon written notice, rejecting any Product and/or Service.



Rejection of future deliveries: choose not to accept future deliveries of Products and/or Services.



Refund: request compensation for the costs of obtaining alternative Products and/or Services.



Reimbursement: if advance payment have been made for Services or Products that have not been delivered, demand the return of these amounts.



Indemnity: claim compensation for additional costs, losses or expenses resulting from the Supplier's breach.



Repair or replacement: require the Supplier to repair or replace the rejected Products and/or Services or fully refund the amounts paid within a maximum period of 30 calendar days.

These measures do not limit other rights that the Contracting Party may have under applicable legislation.

10. obligations of contractor



Pay the price stipulated in the Order, Purchase Order, Service and, **if applicable**, Contract, conditioned on the Supplier's fulfillment of obligations.



Facilitate the Supplier's access to its facilities to perform the Services, respecting internal safety and operating standards. **If applicable**, the Contracting Party may ask the Supplier to sign the necessary documents before authorizing entry into its facilities (for example, "contract for the provision of specialized services" in Mexico).



Provide the Supplier with the necessary information so that it can fulfill its contractual obligations, which the Contracting Party evaluates and considers necessary.

11. price and payment

Price

The price that the Contracting Party will pay to the Supplier will be the amount agreed in the Order, Purchase Order or Service or, *if applicable*, Contract, kept fixed during the validity period, unless contractually modified. If the Contracting Party is a legal entity incorporated in Brazil, the price will be adjusted annually by the IPC-A index.



It will include costs of raw materials, components, labor, Supplier's profit margin, taxes, packaging, insurance, freight and other expenses linked to the execution of the Order, Purchase Order or Service and, *if applicable*, the Contract. Any additional charges require written approval from the Employer.

Payment process

01 issuance of invoices

After delivery of the Products or completion of the Services provided, the Supplier must issue a pre-invoice for the Contracting Party's approval. Once approved, you must issue and send the invoice and invoice to the Contracting Party.

THE INVOICE MUST

- Contain the information necessary for the Contracting Party to verify its reference, including the Purchase Order or Purchase Order number and service record *when applicable*.
- Be sent to the Contracting Party's postal address or email provided for in the Order, Purchase Order or Service or in the Contract.
- Comply with all requirements and formalities established by applicable tax legislation.
- The Contracting Party must approve each invoice sent by the Supplier, for it to be considered sent.

02 payment to Supplier

The Contracting Party will make payments in accordance with the amounts invoiced to the current account indicated by the Supplier in the system.

TERM

- 90 days after the end of the month in which the invoice is received, following the fixed-day payment policy. This period may be modified by the Contractor, with written communication to the Supplier.

EXCEPTIONS

- Alternative payment terms specified in the Purchase Order/Service Order or Contract will take priority over the standard policy.



DISPUTE OF VALUES

The Contracting Party will pay the undisputed amount and suspend the due date of the disputed amounts until the claim is resolved.



TAXES

All amounts owed by the Contracting Party include all taxes, so unless otherwise agreed, the agreed price represents the final total amount.



TAX RESPONSIBILITIES

Each Party is responsible for its tax obligations. If the Contracting Party is legally obliged to withhold or pay taxes the Supplier owes, the Supplier will assume these costs.



PENALTY FOR LATE PAYMENT

They cannot be combined with other contractual penalties.



ACCEPTANCE AND OBLIGATIONS

Payment made by the Contractor does not imply acceptance of the Services or Products, nor does it exempt the Supplier from its obligations.



PAYMENT HOLD

This may occur in the event of non-compliance with obligations once the situation is regularized.

12. rights of intellectual property

if applicable

The Contractor's intellectual property rights to materials and specifications are exclusive to the Contractor.

The Supplier authorizes the use or exclusively transfers to the Contracting Party the free and unimpeded, total, definitive, unrestricted and irrevocable ownership of all Intellectual Property Rights over its Products or Services, complete or unfinished. There will be no limitations on time, territory and ways or uses, reproductions and editions.



CONTRACTOR MATERIALS:

Materials, equipment and tools, projects, specifications and data the Contracting Party provides to the Supplier.

What are the intellectual property rights?

Patents, reproduction rights, trademarks, trade names, registered designs, design rights, web domain names, trade secrets, copyrights and other intellectual property rights, whether registered or unregistered.

Specifications: agreed specifications, descriptions, demands or samples relating to Products or Services.



ASSIGNMENT OF RIGHTS

The Supplier must carry out all actions and provide the necessary documentation to effect the rights transfer to the Contracting Party. This includes ensuring that employees and third parties involved follow transfer procedures.

This clause does not apply to Products “available for sale on the market” by the Supplier, unless otherwise agreed between the Parties.

Example: products developed by the Supplier not specifically for the Contracting Party and sold by the Supplier on the open market.



LICENSES

The Supplier must obtain all necessary licenses for property and related copyrights and/or personality rights.



ORIGINALITY

The Supplier is fully responsible for the originality of the Products or Services delivered.



LICENSE OR ASSIGNMENT INTEGRATED IN THE PRICE

The Price paid by the Contracting Party already includes the remuneration for the license or assignment of rights.



USE OF INTELLECTUAL PROPERTY BETWEEN THE PARTIES

Unless otherwise stated, none of the terms set forth confers rights to use the other party's Intellectual Property.

Examples: company names, web domain names, reproduction rights, title of establishment, patents, commercial secrets, distinctive signs, logos, or other brands, whether registered or not by the other Party.



RESPECT FOR THE RIGHTS OF THIRD PARTIES

The Supplier undertakes not to violate the Intellectual Property rights of the Contracting Party or third parties and/or Personality Rights of third parties during the contractual relationship.



USE OF THE NAME

O Supplier may not use the company name, web domain names, establishment titles, deposited or registered trademarks or other distinctive signs of the Contracting Party that are not part of the Service or Product and also have express authorization from the Contracting Party. You will not use the Natura, Avon or The Body Shop brand logo for any other purpose that is not contractually established.

13. confidentiality

Confidential Information are

Technical and commercial information about activities, products or services. Specifications, inventions, processes, technical or commercial initiatives of a confidential nature disclosed by the Disclosing Party to the Receiving Party.



WHO AND WHEN TO SHARE IT WITH?

Only with your employees, representatives or subcontractors, if necessary to fulfill your contractual obligations, ensuring that these third parties are also obliged to maintain confidentiality, with whom you must enter into corresponding confidentiality agreements.



PREVALENCE OF THE CONFIDENTIALITY AGREEMENT

If there is a specific confidentiality agreement signed between the Parties, the Agreement will prevail over these GTC.



Non-confidential information:

Public information, already known without confidentiality restrictions, developed independently, received from third parties without breach of confidentiality or disclosed by the disclosing Party for publication and information related to illegal acts of which the other Party becomes aware.

14. protection of personal data

If either Party shares, stores or processes personal data relating to the contractual relationship, both Parties undertake to fully comply with applicable data protection laws and any specific data protection agreement that may exist between them.



WHAT IS PERSONAL DATA?

Information that, directly or indirectly (when combined with other data), allows the identification of a natural person.

Protection Addendum Data

The Supplier confirms that it has completed and adhered to the Data Protection Addendum by the date of acceptance of this Term, ensuring compliance with the requirements related to the management and protection of personal data.

15. indemnity

The Parties will be responsible for all damages caused, including the Supplier will indemnify the Contracting Party for costs, expenses, damages and losses resulting from:

claims

of intellectual property

Any claim against the Contracting Party for actual or alleged infringement of Intellectual Property rights, image rights, personality rights or rights of third parties, related to the manufacture, supply or use of the Products, or the receipt, use or provision of the Services.

violation

of contractual clauses

Any failure by the Supplier to comply with the clauses specified in these GTC, Service Order or, **if applicable**, Agreement, including but not limited to violations of intellectual property rights and confidentiality obligations.








claims

of consumers

Request submitted by a consumer, competition or consumer association, or requests or regulatory actions by competent authorities relating to harm to health caused by the Goods or Services or violation of Laws, Rules or Regulations on advertising, publicity and marketing.

16. responsibility

Nothing will limit or exclude the liability of either Party (directly or indirectly) in cases:

-  In case of a product recall, as described in clause 4 of these Terms.
-  If there is an obligation to compensate, described in clause 15 of these Terms.
-  Other losses that current legislation does not allow to limit or exempt liability.
-  Death or injury (personal or property) caused by your own negligence or willful misconduct.
-  Acts or statements fraudulent.
-  Willful misconduct.
-  Negligence resulting in damage.








17. insurance

The Supplier is responsible for maintaining adequate insurance with reputable insurers during the term of the contractual relationship and in any subsequent period. This includes, but is not limited to, professional indemnity, product liability and public liability insurance, ensuring coverage for any liabilities that may arise due to the contractual relationship.

The Contractor may request, at any time, the presentation of insurance certificates detailing the coverage, in addition to updated proof of payment for each policy.

18. termination

Either Party may terminate the contractual relationship for cause immediately after written notice to the other Party in cases equal to or similar to those listed:

-  If the other Party violates the conditions of the Order, GCC, Service Order or, *if applicable*, Contract and does not terminate it within 30 days after notification.
-  Suspension of activities due to non-compliance with legal provisions.
-  For those cases in which the quality, knowledge, expertise, and experience of the individual hired as a Supplier have been specially considered by the Contracting Party at the time of hiring, death, illness or proven disability that directly impedes the administration of its own affairs by the said Supplier will give the Contracting Party the right to terminate the Contract.
-  Involvement in publicly known scandals that affect the company's reputation or operations.
-  If the other Party ceases or threatens to cease its business activities.
-  If insolvency, judicial liquidation, bankruptcy, receivership, possession of assets by creditors or any equivalent situation occurs.
-  If there is a change in the corporate control of the Supplier company and this has not been notified to the other party before the corporate agreement.

contractual penalty

In case of significant non-compliance with the Request, GTC, Service Order or, *if applicable*, Contract, which results in the right of termination, the non-compliant Party will be required to pay a fine. This fine is set at 10% of the total value of the Request, Service Order or, *if applicable*, Contract, whether it is a single pre-established value or the value corresponding to the current year of the contractual relationship, as compensation for the infraction committed.

→ termination without cause

for the Contractor

You can terminate the contractual relationship with thirty (30) calendar days' notice and without additional obligations, and you must send prior written notice to the Supplier.



In the case of any labor or compensation claim by a partner, associate, employee, representative, agent, subcontractor, third party, intern, apprentice, representative or agent of the Supplier against the Contracting Party, if the Supplier fails to demand the exclusion of the Employer from the defendant pole of the employment action or failure to use its best efforts to absolve the Employer of any liability completely.



In the event of a strike by the Supplier's employees or any act of God and force majeure that prevents the continuity of the Services and/or suspends their execution for a period exceeding 15 calendar days.

for the Supplier

You may terminate the contractual relationship three (3) months in advance and must reimburse the Contracting Party within 5 calendar days for all advances covering the period after termination.

consequences of termination



The Supplier may not sell or transfer Products, including rejected Products, with the Contracting Party's Intellectual Property rights without prior authorization.



The Contracting Party may negotiate a reimbursement amount to the Supplier for general expenses for unfinished Products or Services in the event of termination without just cause requested by the Contracting Party.



The Supplier must immediately return the Contracting Party's goods and Products in the Supplier's possession. If they are not returned, the Contracting Party may repossess them. As long as the goods and Products are not returned, the Supplier is responsible for their protection and must not use them for purposes other than those contracted.



The Supplier must follow the Contracting Party's guidelines for selling Products.



Rights and claims accrued up to the termination date will remain valid indefinitely.



Specific clauses remain in effect after termination, whether expressly or impliedly.

19. **force majeure**

The Parties will not be responsible for failures or delays in fulfilling their obligations arising from force majeure events or acts of God.

20. **assignment and subcontracting**

SUPPLIER

May not assign, transfer, encumber, subcontract or negotiate your rights or obligations without the prior written consent of the Contracting Party.

When subcontracting is permitted, the Supplier is fully responsible for the performance of subcontractors, ensuring full compliance with obligations.

CONTRACTOR

May assign, transfer, encumber, subcontract or negotiate its rights or obligations without the need for the Supplier's prior consent. In addition, you may subcontract or delegate your contractual obligations to affiliates, third parties or representatives as you deem necessary.

This condition will apply as long as local legislation where the service and/or purchase of goods allows subcontracting.

21. **Notifications**

Notifications or communications relating to the contractual relationship must be made in writing and delivered in person, by post or electronically, with delivery and reading confirmation, to the representatives and at the addresses indicated in the Request or Purchase Order or Service Order.

22. ***waiver and cumulative measures***

WAIVER

It must be made in writing and applies strictly to the condition of the contractual relationship that was waived, and does not apply to other conditions. Failures or delays in exercising rights do not constitute a waiver, nor will they affect their future validity.

ACCUMULATED RIGHTS

The rights in this contractual relationship are complementary and do not replace or limit legal rights.

The Supplier will fully assume any type of judicial and/or administrative process related to any and all complaints presented by its employees, collaborators, partners, associates, third parties, subcontractors, agents, unions and/or any public bodies against the Contracting Party, in any instance or court, arising directly or indirectly from the contractual relationship, being able to transfer legal responsibility in said legal actions, if necessary.

26. **general provisions**

The Supplier assumes responsibility for paying the corresponding amounts, expenses and procedural costs, including legal fees incurred by the Contracting Party, within a maximum period of 48 hours from the date of receipt of the communication sent by the Contracting Party, without prejudice to any retention, even if the Contractor wins these actions.

NO ECONOMIC DEPENDENCE

The Supplier declares to have full commercial capacity, maintaining commercial relationships with other companies and not having economic dependence on the Contracting Party.

23. **severability**

In case of a court or authority determines that any part of the Request or Purchase Order, GTC, Service Order or, **if applicable**, the Contract is invalid, illegal or unenforceable, that part will be deleted without affecting the validity of the remaining clauses or conditions. If a clause or condition can be made valid by modification, it will be adjusted just enough to ensure its legality and enforceability.

24. **delimitation of contractual relationship**

NO MEMBERSHIP

These Terms or the Agreement do not establish a partnership, joint venture or authorize either Party to act as a representative of the other.

LACK OF LABOR LINKS

The Supplier is solely responsible for employees, representatives or contracted partners, subcontractors, covering all labor, social security, social security or any other obligations, thus being obliged to comply with all legal provisions relating to the remuneration of its professionals.

The Supplier undertakes to keep the Contractor safe and sound from any action or claim that any person hired by the Supplier exercises or intends to exercise against the Contractor.

25. **modifications**

CHANGES TO THIS GTC AND, **if applicable, CONTRACTS**

A Contractor may modify the terms of these GTC and, **if applicable**, of the Contract, without retroactive effect.

THIRD-PARTY RIGHTS

Third parties have no rights arising from this contractual relationship, ensuring that only the Contracting Parties are affected by the agreed terms.

APPLICABLE LAW AND JURISDICTION

The Requests, these GTCs, Service Orders and, *if applicable*, Contract are governed by the laws corresponding to the Contracting Party's country.

The applicable jurisdiction to each contractual relationship is detailed below, and vary depending on the Contracting Party location:

COUNTRY	APPLICABLE LAW	APPLICABLE JURISDICTION	COUNTRY	APPLICABLE LAW	APPLICABLE JURISDICTION
Argentina	Law of the Argentine Republic	Ordinary Courts of the Federal Capital	Mexico	Laws of the United Mexican States	Federal Courts established in Mexico City
Brazil	Law of the Federative Republic of Brazil	São Paulo Courts	Dominican Republic	Dominican Republic Laws	Courts of Justice of the Dominican Republic
Peru	Applicable Laws of the Republic of Peru	Lima Courts and Judges	Guatemala	Laws of the Republic of Guatemala	Courts of Justice of the Republic of Guatemala
Uruguay	Law of the Eastern Republic of Uruguay	Competent courts of the City of Montevideo	EL Salvador	Laws of the Republic of El Salvador	Courts of Justice of the Republic of El Salvador
Chile	Law of the Republic of Chile	Santiago Civil Courts or Arbitration Courts	Honduras	Laws of the Republic of Honduras	Courts of Justice of the Republic of Honduras
Colombia	Laws of the Republic of Colombia	Arbitration Court of the city of Bogotá, Colombia.	Nicaragua	Laws of the Republic of Nicaragua	Courts of Justice of the Republic of Nicaragua
Ecuador	Laws of the Republic of Ecuador	Arbitration and Mediation Center of the Quito Chamber of Commerce, Ecuador.	Panama	Laws of the Republic of Panama	Courts of Justice of the Republic of Panama

LICENSES

Supplier shall ensure that it has and will maintain all licenses, permits, authorizations, consents and licenses necessary to fulfill its obligations under the Order or Purchase Order, Service Order and, *if applicable*, Contract, providing supporting documentation when requested by the Contracting Party.

POWERS TO ACCEPT/SIGN

The person who accepts or signs the Request or Purchase Orders, these GTC, the Service Orders and, *if applicable*, the Contract accepts or signs on behalf of a Party and declares that it is authorized to assume the commitments and obligations of the contractual relationship.

27. ***purchase order***

A Purchase Order is the document issued by the Contracting Party and sent to the Supplier so that the Supplier can invoice for the service provided or for the sale of goods requested by the Contracting Party. This Purchase Order contains a number that must appear on the invoice to be issued and may contain the Terms and Conditions and/or these GTCs. It is specified that in some countries in the region and/or in this document, when reference is made to "Service Sheet", "Service Order", "Purchase Order", "Purchase Order" and/or "Purchase Order", the definition detailed here will apply to those terms. By using this Purchase Order to issue its corresponding invoice, the supplier acknowledges and accepts everything contained in this document and/or in the T&C of the same Purchase Order.