

## **General Terms and Conditions of Purchase (Version of 11/2023)**

### **1. Scope**

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to this and all future purchase orders/contracts with the contractor ("Contractor"). We shall not be bound by conflicting or additional terms and conditions of the Contractor, even if we have not expressly rejected them or have accepted delivery unconditionally.

### **2. Purchase Order/Contract; Offer**

**2.1.** Any oral side agreements relating to the purchase order/contract must be made in writing.

**2.2.** In the event of good cause affecting any continuing obligation under the purchase order/contract or if insolvency proceedings have been commenced in relation to the Contractor's assets, and the Contractor has not yet performed or not yet fully performed the purchase order/contract, we shall be entitled to rescind the contract or, in the case of contracts with continuing obligations, terminate the contract without notice.

**2.3.** Quotes from the Contractor shall be free of charge; cost estimates will be paid only in accordance with a written agreement.

### **3. Correspondence**

**3.1.** In all correspondence, the Contractor shall indicate the purchase order number, the date of the purchase order/contract and the material name and/or material number specified by us.

### **4. Quality Management / IT Security**

**4.1.** The Contractor shall maintain a quality management system, for example pursuant to ISO 9001 and/or ISO 14001. We are entitled to review the Contractor's system by way of audits subject to coordination of the same with the Contractor. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.

**4.2.** The Contractor shall maintain an appropriate IT security management system, for example pursuant to ISO/IEC 27001. Upon request, the Contractor will provide us with respective proof and appoint a responsible person who is in charge for the establishment and implementation of the system. The Contractor shall inform us immediately of any information security incidents concerning the contractual relationship between the Contractor and us.

### **5. Compliance, Anti-Corruption and Anti-Money Laundering Laws, Human Rights Obligations**

**5.1** We refer to the documents titled "Code of Conduct", "Policy Statement on Human Rights" and "ESHQE-Policy" which apply exclusively to the companies of the Evonik Industries Group (within the meaning of section 15 Joint Stock Company Act (AktG)) and which are available at <http://www.evonik.com/sustainability> We further refer to the "Code of Conduct for Suppliers" which sets out our expectations regarding corresponding standards for our business partners, including suppliers, and which is also available at <http://www.evonik.com/sustainability> The Contractor shall implement, maintain and comply with equivalent standards (as demonstrated either by own

standards and proceedings or adherence to industry standards) including by establishing, maintaining and documenting appropriate and effective systems.

**5.2.** The Contractor shall comply with the provisions on Combating Bribery, Bribe Solicitation and Extortion of the OECD Guidelines for Multinational Enterprises, and all anti-corruption laws and anti-money laundering laws applicable to the contractual relationship between the Contractor and us (“Anti-Corruption and Anti-Money Laundering Laws”).

**5.3.** When fulfilling obligations in relation to our contractual relationship, Contractor shall comply with the Human Rights Obligations and shall engage its suppliers and/or service providers acting in connection with the fulfilment of these obligations in their supply chains.

“Human Rights Obligations” shall mean the obligation to put an end to any violation and to take measures to prevent any future violation of Human Rights or (insofar as applicable to the goods to be delivered and/or any substances in such goods) Protected Environmental Rights and to prevent or minimize any risks of adverse impacts on Human Rights or Protected Environmental Rights.

“Human Rights” shall comprise the internationally recognized human rights, understood at least as those expressed in the International Declaration of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO).

“Protected Environmental Rights” shall include the rights according to the Minamata Convention on Mercury of 10 October 2013; the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants as amended by Regulation (EU) 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants; and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989, as well as other applicable regulations.

**5.4.** Furthermore, the Contractor agrees to: a) instruct its officers and employees to comply with the Human Rights Obligations and b) to provide trainings to its officers and employees regarding compliance with the Human Rights Obligations on a regular basis.

**5.5.** The Contractor shall duly inform us upon detection of any serious breach of a Human Rights Obligation in connection with our contractual relationship that occurs or is imminent in Contractor’s own operations or in its supply chain.

**5.6.** The Contractor shall immediately take all necessary measures to end or minimize a breach discovered and take effective measures to prevent future similar violations of the Human Rights Obligations. If a violation of Human Rights Obligations cannot be closed in the foreseeable future, Contractor, together with us, will develop and implement without undue delay a corrective action plan to end the violation or mitigate its impacts.

**5.7.** Without prejudice to any other rights or remedies that may be available to us, we shall be entitled to terminate our contractual relationship for good cause with immediate effect if Contractor (a) fails to end a severe breach of Human Rights Obligations and takes effective steps to prevent future similar breach (including the development and implementation of a corrective action plan) within a reasonable timeframe or (b) violates any Anti-Corruption and Anti-Money Laundering Laws.

## **6. Compliance with Global Trade Regulations, Proof of Origin**

**6.1.** The Contractor shall observe and cause its employees and its affiliated companies to fully comply with all Trade Control Laws. “Trade Control Laws” means all applicable legal and regulatory requirements relating to export controls, economic sanctions, trade embargoes and boycotts. No goods, including the tangible and intangible items (in particular technologies and software), technical support or other services to be provided by Contractor, shall be directly or indirectly shipped, transferred or performed, exported or re-exported to any country, entity or individual without the

approvals required by Trade Control Laws by the designated national authority. The Contractor shall not use for delivery/cargo a vehicle, equipment, or vessel owned, leased, chartered, or operated by a sanctioned party or an affiliated party or operating on behalf of a sanctioned party under the Trade Control Laws. The Contractor shall not use for delivery/cargo a vehicle, equipment, or vessel owned, leased, chartered, or operated by a sanctioned party or an affiliated party or operating on behalf of a sanctioned party under the Trade Control Laws. Prior to any transaction, including any export of goods, technical support, or other services, that is made under or in any way related to our contractual relationship, the Contractor shall verify and represent and warrant that (a) there will be no violation of any Trade Control Laws by such transaction, also considering the prohibitions on circumventing such Trade Control Laws, and (b) the Contractor is not included on any of the restricted party lists maintained by EU, UN, UK or US

**6.2.** Without prejudice to any other rights or remedies that may be available to us, we shall be entitled to terminate our contractual relationship or any transaction that is made or in any way related to our contractual relationship for good cause with immediate effect if Contractor fails to comply with the obligations set forth in Section 6.1 above. In addition, Contractor shall indemnify us against, and hold us harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by Contractor of its obligations set forth in Section 6.1 above.

## **7. Subcontractors**

**7.1.** Subcontractors may only be engaged with our prior written consent. This consent shall only be withheld for objective reasons and such a reason includes, in particular, the failure to observe safety requirements. The Contractor shall subject the subcontractors to the same obligations as those owed to us hereunder and furthermore shall ensure compliance with such obligations by its subcontractors.

## **8. Transport**

**8.1.** The Contractor shall take note of the shipping address specified in the purchase order/contract. Transport/shipping and packaging must comply with tax, transport and packaging regulations with regard to the applicable mode of transport, e.g. rail, road, sea, air transport, etc.

**8.2.** In addition to the delivery address, the purchase order information (namely, the purchase order number, the purchase order date, the place of delivery, the name of the recipient (if applicable) and the material name and/or material number specified by us) shall always be included in the transportation documentation. If subcontractors are hired, they shall identify in all correspondence and documents as mentioned above.

**8.3.** Load units from one (1) ton onwards shall be labelled with the unit load weight in a clearly visible and that cannot be removed, washed away, or erased manner.

**8.4.** The Contractor is entitled to provide partial delivery/performance only with our written approval.

## **9. Labelling, Product Information, EU REACH**

**9.1.** Insofar as applicable to the goods to be delivered and/or any substances in such goods, any such goods shall be labelled in accordance with the current Brazilian legislation.

**9.2.** The Contractor undertakes to provide Evonik in advance with all necessary product information, in particular in relation to composition and the life period, e.g. safety data sheets, information on

processing, labelling regulations, assembly instructions, work safety measures etc., and also any changes to any of the above.

**9.3.** To the extent applicable to the goods to be delivered and/or to any substances contained in such goods, the Contractor shall ensure compliance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("EU REACH").

**9.4.** The Contractor shall ensure that the goods to be delivered do not contain gold, tin, tantalum, tungsten or combinations of the above-mentioned materials originating in the Democratic Republic of the Congo or its neighboring states. The Contractor shall, at our request, provide information on the origin of the above-mentioned goods and/or combinations thereof.

## **10. Delay**

**10.1.** The delivery/execution date specified by us in the purchase order/contract is binding. The Contractor shall inform us without undue delay and in writing in the event of an inability to perform its obligations within the agreed timeframe. In the event of a delay, we will be entitled to our legal rights.

**10.2.** The Contractor may claim in its defence that documents or information required from us have not been provided only if it has not received such documents or information within a reasonable period despite of time, despite having sent us notice on this matter.

**10.3.** We may claim any contractual penalty agreed to, or provided for by law, under Brazilian civil law.

## **11. Acceptance and Performance Certificate**

**11.1.** Any certificates of performance to be provided under the contract, as well as acceptance of the goods or services, shall be free of charge and recorded by both parties in writing.

## **12. Weight / Volume**

**12.1.** Without prejudice to any claim we may have, in the event of any discrepancy in the weight of the goods, the weight ascertained by us in the inspection of the goods received shall prevail unless the Contractor prove that the weight determined by it at the time of the valuation of the goods has been correctly measured in accordance with a generally accepted method of determination. This clause also applies to the determination of the volume of goods.

## **13. Invoices and Payments; Changing bank accounts**

**13.1.** Invoices must comply with applicable legal requirements. The invoice must include the purchase order number. The statutory sales tax must be indicated separately on the invoice. Invoices must be sent separately to the invoice address indicated on the purchase order/contract.

**13.2.** The payment period shall commence upon (i) the delivery of the goods to their destination (as set out in the delivery address) or the provision of services or acceptance of the work; and (ii) receipt of the invoice at the invoice address indicated on the purchase order/contract. Payment does not constitute acceptance of goods or services.

**13.4.** The Contractor shall notify us in writing of any intended changes to your bank accounts with a notice period of three (3) months via the known contacts. We reserve the right to verify the plausibility and validity of a new bank account through our own process and to instruct payments into a new bank account only after appropriate verification. Delays in payment processing resulting from such verification of the Contractor's new bank account are the sole responsibility of the Contractor and do not justify any delay in this regard.

## **14. Notification of Defects**

**14.1.** We will carry out an inspection of the goods received only for the purpose of identifying obvious external damage (transport) and obvious external deviations in terms of identity and quantity. We will send notice of such defects without undue delay after delivery has been made. In all other cases, we will notify you of defects as soon as they are identified during our normal course of business and as required by the Brazilian civil law.

## **15. Claims for Defects, Contractor's Liability, Limitation Period**

**15.1.** The Contractor warrants that the goods delivered and the services provided comply with the individually guaranteed characteristics and contractually agreed quality, are suitable for the contractually required use, that its value or fitness for the contractually required purpose is not adversely affected, that it is the state of the art, as well as that it complies with the applicable legal and regulatory standards and regulations.

**15.2.** If the delivery of the goods/performance of the service does not comply with Section 15.1 above or is defective in any other way, we may, at our discretion, require in particular, in addition to any of our other statutory rights, the immediate and free replacement of defective goods or the rectification of defects. In particular, the Contractor will also compensate us, in this case, for all costs and expenses incurred directly or indirectly by us in connection with the replacement or rectification. In urgent cases, or if the Contractor is in default of its replacement/rectification obligations, we have the right to promptly correct the defect ourselves or through a third party at our expense. If we have given a guarantee for the quality or durability of the delivery/service notwithstanding the above, we may also enforce our rights under this warranty.

**15.3.** The Contractor shall be liable for legal defects in accordance with legal regulations; In particular, it shall ensure that the delivery of the goods/performance of the Services or their contractually agreed use does not infringe third party patents or other intellectual property rights in the agreed country of delivery/performance. If a claim is asserted against us as a result of such infringement, we shall, at our first written request, release and hold us harmless from all claims (including all legal costs) we incur as a result of or in connection with such third-party claims. We may not enter into any agreement with the third party that adversely affects the Contractor without its prior consent.

**15.4.** In all other respects, the Contractor's liability shall be determined by the statutory provisions. Upon our first request, the Contractor shall release and hold us harmless from third-party claims for compensation if the defect that caused the liability claim is caused by and the Contractor's liability or its suppliers.

**15.5.** Notwithstanding any intellectual property rights of any Contractor, we or third parties contracted by us shall be entitled to provide services and repair the goods delivered.

**15.6.** Legal and/or contractually agreed claims and rights relating to defects and defects of title shall be time-barred in accordance with applicable civil law.

**15.7.** In addition to the suspension of the limitation period provided for by law, the limitation period for claims and rights relating to defects shall also be suspended for the period of time from the notification of a defect until such defect has been remedied. The limitation period shall start again for supplies of goods or services which are re-delivered/re-performed in whole or in part and for supplies and services which have been replaced or rectified.

## **16. Insurance**

**16.1.** The Contractor shall maintain liability insurance under the usual industry terms, but in any event with a minimum coverage of EUR 2 million per occurrence for the duration of the contract, including the warranty period. The Contractor shall provide documentation of its insurance coverage upon request; Lower levels of coverage can be agreed with us on a case-by-case basis.

**16.2.** We will maintain transport insurance for all shipments delivered directly to us (e.g. deliveries under sales contracts, contracts for work and materials contracts), maintenance contracts and customized products, but excluding the delivery of materials for use by the Contractor on our site). We will waive insurance coverage for damages in accordance with applicable law. Any premiums for such indemnity insurance or other voluntary insurance shall be borne by Contractor.

## **17. Information**

17.1. All information, including drawings and other materials that we require to assemble, operate, maintain or repair the goods or services delivered to us, which we require for assembling, operating, servicing, or repairing the goods or services delivered to us, shall be provided to us by the Contractor in a timely manner, without us having to request for it and free of charges.

## **18. Entering the Plant/Site**

**18.1.** When entering our plant/site, the instructions of our personnel shall be complied with. Further, the Contractor shall familiarize itself and comply with the respective site regulations (for example, safety regulations).

## **19. Liability**

**19.1.** Regardless of the legal basis, we, our legal representatives, and our employees will be liable only for gross negligence, intent or breach of an essential fundamental obligation for the fulfilment of the purpose of the contract . In the event of slightly negligent breaches of such fundamental obligations, our liability shall be limited to compensation for direct damages that is typical for such a contract. This will not apply if we are mandatorily liable for injury to life, physical integrity and damage to personal property pursuant to the Brazilian legislation.

## **20. Right of Group Set-off**

**20.1.** Receivables that we and our affiliated companies, pursuant to the Brazilian Civil Code, (we will send the Contractor a list of the companies upon request) that we may have against the Contractor shall revert to all companies in our group as joint creditors. These receivables may therefore be offset against any claims we have against any company in our group. The same shall apply to rights of retention or other defenses and exceptions

**20.2.** The Contractor shall not object to our determination of which receivable is to be set off in the event of several outstanding receivables.

## **21. Waste Disposal**

**21.1.** To the extent that the Contractor's delivery of goods/execution of services generates waste as defined under applicable waste management laws, Contractor shall recycle or remove such waste, subject to any written agreement to the contrary, at its own expense and in accordance with such waste management laws. Title to, risk in, and the responsibility for the waste under the waste management laws shall transferred to the Contractor related to the generation of waste.

## **22. Confidentiality and Data Protection**

**22.1.** The Contractor undertakes to keep confidential any information, knowledge and materials, for example, technical and other data, personal data, measured values, techniques, business experience, trade secrets, know-how, drawings and other documentation (hereinafter known as "INFORMATION") disclosed by us or in any other way received from us or otherwise disclosed by us or another company in our group, not to disclose such INFORMATION to third parties and to use it for the purpose of performing only the respective purchase order/contract. Contractor undertakes to return all INFORMATION delivered to it in a tangible form, such as documents, samples, specimens, or alike, without undue delay upon our request and without retaining any copies or notes. In addition, the Contractor shall delete its own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and without retaining any copies or notes and shall confirm the action to us in writing. We will retain ownership and copyright to all INFORMATION.

**22.2.** The Contractor shall comply with all applicable data protection laws and regulations. The Contractor shall inform its employees of the applicable data protection laws and policies and impose confidentiality obligations on them. At our request, the Contractor shall provide us with the relevant statements of compliance.

### **23. Planning documents**

**23.1.** Any drawings or drafts, etc. prepared by the Contractor pursuant to our requests shall become our property without us being additionally charged for it, regardless of whether they remain in the possession of the Contractor. Any statements made by the Contractor to the contrary or otherwise not in compliance with the aforesaid, for example, printed in the documents delivered to us, shall not be binding.

### **24. Advertising Materials**

**24.1.** The Contractor may refer to the business relationship existing between us in its informational and advertising materials only with our prior written consent.

### **25. Prohibition of Assignment**

**25.1.** Assignments by Contractor, unless otherwise agreed, are prohibited; Any exceptions will be effective only with our prior written consent.

### **26. Commercial Terms**

**26.1.** To the extent that any commercial terms have been agreed in accordance with the International Commercial Terms (INCOTERMS),<sup>®</sup> such terms shall be construed and enforced in accordance with the INCOTERMS<sup>®</sup> 2020.

### **27. Place of Jurisdiction and Applicable Law**

**27.1.** Any disputes arising from these General Conditions shall be resolved by federal and state courts of São Paulo/SP.

**27.2.** The contract and the legal relationship between the Contractor and us shall be governed by the laws of the Federative Republic of Brazil. The United Nations Convention on Contracts and the International Sale of Goods (CISG) of 11 April 1980 shall not apply.