

## General Sale Conditions

*These general sale conditions (hereinafter the “General Conditions”) will form part of a sales contract, unless the sales contract refers to particular conditions, in which case, the particular conditions will prevail over these General Conditions.*

### 1. Contract

The purpose of these General Conditions is to establish the conditions and procedures under which **Indorama Ventures Soluções Sustentáveis Brasil LTDA.** (hereinafter, the “**Company**”) will sell its products (hereinafter, the “**Products**”) to a buyer (hereinafter, the “**Buyer**”) when the Buyer makes the orders and the Company accepts them (hereinafter, the “**Order**”). When making an Order, the Buyer sends an offer to purchase the Products in accordance with the provisions of these General Conditions. The Company shall not be deemed to have accepted such an offer until it sends the Products to the Buyer or, if it occurs in advance, until it accepts the Buyer’s Order in writing. The Company will not be bound by any general or printed conditions presented by the Buyer, unless accepted in writing by an authorized representative of the Company. Unless the Company expressly and specifically objects in writing, the General Conditions shall apply to all offers, order confirmations, orders or sales acceptances, whether or not they apply to other prior purchases made by the Buyer. No employee or agent other than the authorized officer of the Company is authorized to sell the Products or make representations about them.

#### Definitions:

*“Binding Company” means, in relation to either Party, a subsidiary or parent company of that Party or a company subject to the same control as the Company.*

*“Company” means the seller of the Products, in accordance with these General Conditions, and*

*“Contract” means any of the following documents: the General Conditions and/or a Sale Contract or a Sale Order of the Products by the Company or any other agreement in writing.*

*“Party” means, on an individual basis, the Company or the Buyer and “Parties” both jointly.*

### 2. Price

The purchase price of the Products (hereinafter, the “**Price**”) and any other conditions of sale will be established in the Contract or in the confirmation of acceptance of the Order issued by the Company. The Price will be in USD but will be converted in BRL with the PTAX of the day before to the billing date.

The Company may increase the Price in accordance with the provisions of Clause 18 herein.

### 3. Payment and Credit

The payment conditions will be those established by the Company as it deems appropriate and included in the Contract. If the Buyer fails to pay one or more installments of the Price at maturity, or if the Company considers that the financial solvency is unsatisfactory, then the Company, at its sole discretion, shall be entitled, in addition to the rest of the rights and actions that are confide in the Contract or in any other way, by law, to: (a) suspend the Contract by notifying the Buyer and (b) require immediate payment in cash for future deliveries, or (c) require a satisfactory guarantee before it proceeds to make new deliveries; d) in case one of the cases foreseen in letters “b” and “c” do not occur within a maximum period of fifteen (15) days, the Company may consider the Contract as rescinded. The amounts due and pending payment during a period exceeding thirty (30) days will accrue a fine of 10%, monetary correction and interest of 1% from their expiration between the type foreseen in Article 406 of the Brazilian Civil Code. The Company shall invoice the Buyer for each sale and individual shipment of the Products delivered in accordance with each of the Orders through ordinary mail, electronic mail or any other means of electronic transmission. Invoices with respect to which the Buyer does not present written objections within one (1) month of the shipment will be considered incontestable invoices. The Buyer shall pay the amount corresponding to the

Price of each delivery in accordance with the written instructions of the Company or as specifically indicated in the Contract. The Price of the Products expires and will be demandable in the thirty (30) days following the date of issue of the invoice and this deadline will be considered a guaranteed and essential term (*essential term*) for the payment of the Price. In the event of a dispute between the Parties regarding the accuracy of an invoice issued by the Company, the Buyer will continue to be obliged to fully repay the amount invoiced under the aforementioned conditions. If the Buyer considers that there are disputes about the accuracy of an invoice, on the date on which the relevant invoiced amount becomes due and payable or prior to said date, as provided herein, it shall, (i) provide an explanation in writing on the controversy and (ii) pay the Company the full amount invoiced without delay from the date on which said amount is considered due and payable as stipulated in the Contract. If the improper nature of a previously compensated amount, which is subject to controversy, is clarified, the amount corresponding to said overpayment shall be paid or refunded within a term of thirty (30) days as of said decision, at the option of the Buyer. The payment will not be considered received unless it is made with immediately available funds. No partial payment made by the Buyer shall constitute an agreement and satisfaction nor shall it be considered a settlement of the total outstanding balance of any invoice of the Company, regardless of any annotation or clarification that is attached to the payment. The Buyer shall reimburse the Company for the cost of the collection of any amount owed by the Buyer to the Company, including, without limitation, attorney fees. The Buyer may not withhold or compensate any amount owed to the Company to satisfy any amounts claimed by the Buyer from the Company or any of its Related Companies.

#### **4. Taxes**

All amounts established or expressly payable by the Buyer to the Company in accordance with the provisions of this Contract shall be considered excluded from any tax, social contribution, assessment for benefits, compulsory loan or fee or similar government taxes, present or future, (hereinafter, jointly, “**Taxes**”) applicable to any supply. Therefore, if any Taxes are to be applied to any supply made by the Company to the Buyer in accordance with this Contract, the Buyer must pay the Company (in addition to the price and at the time it pays the amount corresponding to said price) an

amount equivalent to the amount of the corresponding Tax amount.

#### **5. Right to Property and Risk of Loss**

##### ***A. National Sales***

The right to property and the risk of loss of the Products supplied will pass from the Company to the Buyer at the moment in which the Products are delivered at the agreed delivery point.

##### ***B. International Sales***

Unless otherwise agreed in writing or by the Contract, on the invoice or in any other part of any Sales Contract, the right to property shall pass from the Company to the

Buyer at an agreed delivery point CIF/CF (INCOTERMS 2010).

However, both with respect to domestic and international sales, the Company may claim the right to property or ownership of the Products delivered or to be delivered to the Buyer if the Company does not receive full payment of the Price of the Products, expenses related to any work done in relation to the Products and any cost or damage, including default interest arising from any breach by the Buyer of its obligations with respect to the sale of the Products.

#### **6. Insurance**

##### ***A. National Sales***

Unless otherwise stipulated in the Contract, the Company shall insure the Products until they are received at the agreed delivery point, from such moment the insurance duty on the Products shall rest with the Buyer.

##### ***B. International Sales***

The Buyer will be responsible for insuring the Products in accordance with the provisions regarding the CIF or CFR delivery conditions (INCOTERMS 2010), unless otherwise stipulated in the Contract, the invoice or any other written agreement.

However, with respect to both domestic and international sales, if the ownership of the Products has passed to the Buyer but the Buyer has not made the full payment of the Products within the term established by the Contract, the Company will be entitled to receive the corresponding amount claimed through the Buyer's insurer.

The insurance that the Buyer must provide must cover the damages or losses of the Products for the total amount equivalent to the insurable value of the Products.

## **7. Cancellation or delay**

Except with the express written consent of the Company, the Buyer only could cancel an order sent to the Company at least 24 hours of the billing date. If the Company has given its consent to any cancellation of an Order or to the delay of a delivery, the Buyer shall reimburse the Company for all expenses incurred by the Company, or incurred in connection with the cancellation or delay, including all expenses for renewal of stocks. The Buyer and the Company accept and agree that if the Contract covers Products that must be manufactured especially for the Buyer (made to measure) and said Order is suspended or canceled for any reason, the Buyer must assume the delivery and payment of those Products that have already been manufactured and those that are in progress from the date on which the Company receives notice of suspension or cancellation. If the Buyer, for any reason, cannot accept the delivery of such Tailored Products, the Buyer shall make the payment as if the delivery had been made and the Company, at its sole discretion, may store said Products on behalf of the Buyer, or destroy them or dispose of them as deemed appropriate.

## **8. Shipping and Delivery**

Unless the Contract expressly stipulates otherwise, the Company will deliver the Products on the delivery dates agreed in accordance with the Contract. In the event of a delay in delivery, the Buyer must grant the Company a tolerance period of thirty (30) days; after the expiration of said thirty (30) day tolerance period, the Buyer shall have the right to terminate the Contract, although subject to sending a notice to such effects thirty (30) days in advance. The Company may make partial deliveries or suspend the deliveries of any of the Products, at any time, without prior notice, provided that the

delivery dates agreed and stipulated in the relevant Contract are met. The Products will be delivered CIF/CFR at the agreed delivery point in accordance with the Contract (INCOTERMS 2010) and accepted by the authorized agent of the Company. Without the prior written consent of the Company, the Buyer shall not have the right to refuse to accept delivery or return any consignment of the Products, or any part of it, delivered by the Company.

## **9. Weights, Measures and Quantities**

The dimensions and measures of weight of the Company that will be considered accepted by the Buyer if it does not inform the Company of discrepancies in weight in the seven (7) days following the delivery will be applicable.

For shipments in bulk marine vessels, no claim (including, but not limited to, the adjustment of the Price) may be presented for negative differences in weight shortages of at least one percent (1%) in relation to the net weight. In the shipment by Truck or train tank trucks with bulk cargoes, tank wagons with bulk cargoes or packaged shipments, no claim (including, but not limited to, price adjustment) may be presented for negative differences in terms of weight shortage at least at zero point five percent (0.5%) of the net weight.

Although the Company will act in good faith (*obligation of means*) to deliver the full quantities purchased by the Buyer, and in accordance with the remittances and intervals indicated in the Contract, said deliveries will be subject to availability and the Company will not have any liability to the Buyer if the actual deliveries differ from those established in the Order.

If there are higher differences than those foreseen in this clause, the buyer will have to pay or total payment of the price and the parties will have to reach a consensus so as to adjust the difference.

## **10. Equipment used in Deliveries and Containers**

Buyer's responsibility will be defined by the modality of the sale negotiated in the commercial area.

However, by way of example, but not limited to them, as a general rule, the following items shall be those practiced:

a) in the case of transport by road, sea or rail where the delivery of the product takes place in the Buyer's premises, the Buyer will have a period of up to six (6) hours, from the arrival of the truck at its premises, to unload the product. Otherwise, the cost of the truck's stay will be passed on to the Buyer;

b) in the case of maritime transport, for the purchase modality where the delivery of the product occurs at the port of discharge, the responsibility towards the Container and the expenses thereafter will be the Buyer's. Regarding the Container used in the delivery, it must be returned in perfect conditions of cleaning and use to the depot indicated by the ship owner and within the term of free demurrage offered by the commercial area;

### **11. Handling of the Products**

The Buyer states that it has the experience, facilities and equipment necessary to download, receive, store, test, use and dispose of the Products. The Buyer and all its employees and agents handling the Products must know the characteristics of the Products and comply with all laws, regulations and standards applicable to unload, reception, possession, handling, treatment or use of the Products. The Buyer must follow the safety recommendations provided by the Company; however, without prejudice to any instructions on the products provided by the Company, the Buyer will be responsible for ensuring that the Products are unloaded, stored, tested, used, sold or disposed of in strict compliance with the instructions of the Company and the provisions of any applicable laws, regulations and rules.

### **12. Suitability of the Products**

The determination of the suitability of the Products for the uses and applications contemplated by the Buyer and by other third parties will be the exclusive responsibility of the Buyer. The Company will not make any representations or warranties with respect to its suitability for any use that the Buyer expects to give them. The Company will not make any representations or warranties of the results obtained due to changes that may occur in the conditions of use and application by the Buyer and other third parties and that are beyond the control of the Company.

### **13. Warranties and Disclaimer**

There are no warranties in this document, implicit or explicit, offered by the Company, except for the limited warranty for defects in the materials established in the following paragraph. Therefore, the Parties to the Contract agree to waive the provisions of articles 440 and following of the Brazilian Civil Code and related regulations.

For the avoidance of doubt, this limited warranty is expressly offered in lieu of any other implied or express warranties, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

The Products subject to the Contract are not guaranteed as suitable for any specific Purpose of the Buyer. The determination of suitability of the Products for a specific purpose or need corresponds exclusively to the Buyer. The Company assumes no responsibility in relation to the selection or delivery of suitable Products for the individual needs and purposes of the Buyer.

Without prejudice to the provisions of article 449 of the Brazilian Civil Code, the Buyer shall have no recourse against the Company for the damages and losses suffered under the Contract, except in case of negligence (*fault*) or willful misconduct (*fraud*) by the company; no claim filed against the Company may exceed the Price of the Products that has actually been paid to the Company in accordance with the Contract; In addition, the scope of any claim will be limited as to the amount of the specific Product Order Price and/or the Price of the actual quantity of Products delivered in respect of which the Buyer submits the claim. The rights and actions provided in this paragraph shall be exclusive rights and actions of the Buyer; and any rights of the Buyer in relation to loss of profits or special, indirect, punitive or consequential damages are excluded by the present. Charges and expenses inherent to claims will not be accepted unless authorized by an authorized representative of the Company in writing.

### **14. Manifestations**

The Buyer declares and guarantees to the Company that:

- (a) It is a company duly incorporated and operating in accordance with the laws of the jurisdiction in which it has its domicile;
- (b) It has obtained the necessary certifications and consents to fulfill its obligations emanating from the Contract;
- (c) it has the capacity to comply with all the obligations that emanate from the Contract, which represent valid and binding obligations that the Buyer must comply with in accordance with the provisions of the same;
- (d) the negotiation and formalization of this Contract, as well as the fulfillment of the obligations arising therefrom, do not contravene the provisions of the articles of incorporation or the bylaws of the Buyer, nor shall such acts in any case suppose a breach under of any Contract subscribed by the Buyer; and
- (e) it has not subscribed Contracts nor contracted contractual obligations that could negatively affect the Buyer's ability to comply with its obligations arising from the Contract or that may constitute a breach of the Contract.

## 15. Liability Limitations

The Buyer assumes all risks and liability arising from the use of the Products, either individually or in combination with other materials.

Without prejudice to the provisions of article 449 of the Brazilian Civil Code, the Buyer assumes the responsibility of analyzing the Products, and the Company shall have no liability whatsoever if the Buyer uses the Products in a way that does not conform to the standardized specifications in written form by the Company and in force on the date of delivery. The Buyer must deliver to the Company written notification, stating any non-compliance with the Products of the specifications provided by the Company five (5) days before the Buyer identifies said breach. The Company shall have the right to inspect the Products in question. With respect to the

Products that the Company determines that do not meet the specifications, the only and exclusive rights and actions that the Buyer shall maintain shall consist in the replacement of the Products not in accordance with the returns or reimbursement of the amounts owed by the same, at the sole discretion of the Company. In no case shall the liability of the Company exceed that amount or any other claim. Claims related to non-conforming Products will be submitted within thirty (30) days following the date on which the Buyer had known or could reasonably know of the existence of the lack of conformity. The remaining claims must be submitted during the thirty (30) days following the receipt of the Products to which the claims refer, or those for lack of delivery, within thirty days of the expected delivery date. The fact that the Buyer does not deliver to the Company written notification of any claim within the aforementioned periods will constitute an absolute and unconditional waiver of such claim (*decadence*). The Buyer may not in any case take action against the Company after more than ninety (90) days from the date on which the cause of the action arose.

## 16. Disclaimer

The Buyer declares to know the characteristics of the Products and assumes all responsibility and exempts the Company, its Related Companies, employees, agents, personnel, directors, distributors and representatives of both the Company and its Related Companies from any responsibility for damage or injury to persons or property arising from the handling, use or possession of the Products that have been supplied. The Buyer shall exempt the Company, its Related Companies and its employees from all liability in relation to claims, liabilities, judgments, losses, property damage or injuries to persons, economic losses or expenses (including legal expenses and legal costs) related to enunciative title, with (a) the execution or breach of the Contract by the Company and (b) the use of the Products by the Buyer, (c) any treatment or modification of the Products by the Buyer, its employees, agents or customers, (d) any transgression of laws or regulations, deliberate or negligent acts or manifestation not authorized by the Buyer, its Related Companies or the employees or agents of the Buyer and its

Related Companies, in relation to the use, sales, distribution or manipulation of the Products on its part, and (e) any transgression or violation of rights of any patents, trademarks, copyrights, commercial secret or other property rights of third parties. Upon request of the Company, the Buyer must defend the Company on its own behalf in the aforementioned lawsuits filed against the Company.

## **17. Force Majeure**

The Parties may suspend the fulfillment of their obligations during the course of any event of force majeure (hereinafter, “**Force Majeure**”), namely, any case that has not been caused by the Party invoking it, that is foreign to its reasonable control and that prevents said Party, from a commercial point of view, to fulfill totally or partially its obligations arising from this Contract. Specifically and by way of example, any of the cases listed below may be considered cases of Force Majeure: accidents, unpredictable acts, actions or omissions on the part of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor conflicts, fires and natural disasters (including floods, earthquakes, storms and epidemics), changes in legislation and delays in obtaining (or inability to obtain) labor, materials or services through the Company’s usual suppliers to normal prices, disturbances, embargoes, or impossibility of obtaining fuel, electricity, materials or supplies, delays or non-compliance of the usual carriers, delays in transport or, without limitation of the above, any other causes, of a different nature or similar to the previously specified or that escape their reasonable control. The obligations of the Party affected by Force Majeure will be considered suspended while the Force Majeure Event lasts. If a Party cannot, in the present or in the future, fulfill any of its obligations due to a case of Force Majeure, then it must notify the other Party of the circumstances constituting Force Majeure and must specify the obligations whose compliance is compromised. The notification must be delivered within two (2) days following the date on which the Party in question had knowledge of the event or circumstance constituting Force Majeure. In case of Force Majeure, the Company shall have the right, at its sole discretion, to cancel any Order or part thereof, without any type of disbursement or penalty. The Parties may terminate the Contract, with prior notice to the other Party, if the case of Force majeure lasts more than three (3) months.

## **18. Change of Circumstances**

In case of derogation, modification, approval or change in the interpretation of the administrative or judicial authorities of a law, regulation, directive (although not directly applicable) or other Brazilian legislation or Mercosur, including regional or local laws or any change or modification of the tariff regulations and calculation of indices, or alteration in the relevant market, or in case of any other difficulties, the Company must notify the Buyer of any modification that may be necessary to apply to the Contract to maintain the existing commercial relationship prior to the modification. The Buyer must notify within thirty (30) days following receipt of the communication whether or not it accepts the modifications proposed by the Company. If the Buyer does not send such notification, the modifications will be considered accepted. If the Buyer does not accept the modifications, the parties shall have the right to terminate this Contract upon written notification to the other Party, thirty (30) days in advance. Notwithstanding the foregoing provisions, all obligations arising from this Contract that have been complied with will be considered effective.

## **19. Waiver**

The waiver by the Company of any breach by the Buyer of any of its obligations arising from the Contract, or the delay or failure by the Company to enforce any rights or actions, shall not be construed as a waiver of any future breach of the obligations of the Company or any other conditions. What is contained in this document will not limit the rights and actions of the Company in case of breach by the Buyer of any of the obligations arising from the Contract.

## **20. Assignment**

The Buyer may not assign to any individual or legal entity the Contract or any of its rights or obligations emanating from the Contract without the prior written consent of the Company, at its sole discretion, and any alleged assignment carried out without such consent shall be deemed null and without effect. The Company may freely assign the Contract and any of the rights emanating from it, without the

consent of the Buyer, to any of its Related Companies and in the event that the Company carries out a business reorganization, consolidates or merges with another company, association, organization or other entity, or that transmits all or any part of its goods or assets to any other company, association, organization or other entity, or in the case of lease, usufruct or assignment of a company in operation (*branch of activity*) by the Company. The Company shall have the right to assign the Contract or any of its rights and obligations to third parties, with prior written consent of the Buyer, which may not be unjustifiably denied.

## **21. Severability**

If a competent authority considers any provision of a Contract or Order to be invalid and unenforceable, the validity of the remaining provisions of the Contract or Order shall not be affected by that.

## **22. Notifications and Announcements**

The notifications or other communications that either party must deliver in connection with the purchase of the Products by the Company shall be made in writing and delivered by registered first class mail or fax or electronic mail to an authorized person previously designated or by fax or any other electronic means.

## **23. Contradictory stipulations**

Subject to the provisions of Clause 1 of these Conditions, in case of contradictory or inconsistent stipulations between 1) the relevant Sales Contract, 2) these General Conditions, 3) the Order/Contract, and 4) the rest of correspondence or applicable documents, the following will always prevail and take precedence over any contradictory or inconsistent stipulations, 1) the Sales Contract 2) the General Conditions 3) the Order and the other applicable correspondence or documents, respectively.

## **24. Buyer's Condition**

The contents of this Contract or these General Conditions shall not be construed or interpreted as the constitution of an association, joint venture, work Contract or employer-employee relationship, or relationship of principal and agent, between the Buyer and the Company.

## **25. Confidentiality**

Neither Party may reveal or transmit the existence of the Contract, its clauses, declarations or other stipulations, without the express written authorization of the other Party. Likewise, the Parties shall refrain from disclosing or transmitting to third parties by any means the information related to the organization of the other Party, including, by way of example, any technical information on production, industrial, commercial, organizational, labor or financial information, except as expressly permitted in these Conditions.

In any case, a Party that reveals or transmits such information to third parties, with the prior express written authorization of the other Party, may only do so by requiring that said third parties receiving the aforementioned information enter into the same confidentiality commitment set forth herein.

Notwithstanding the foregoing, the Company may disclose the information when required by applicable laws or its rating agencies, or the authorities.

The commitment of confidentiality will be indefinite and will remain in force even after the resolution or expiration of the Contract.

The above stipulations shall not apply to: (i) public domain information obtained without incurring in breach of the provisions of this Clause; (ii) information that (a) was already in the possession of the receiving Party before the disclosure of the same and (b) was not obtained from a third party subject to any confidentiality commitment; and (iii) the information obtained from a third party regarding which, after reasonable inquiries, the receiving Party considers that it is free to disclose such information provided that the receiving Party did not obtain the information subject to any confidentiality commitment with said third party.

## **26. Mutual Data Protection**

In accordance with the provisions of the Brazilian Law:

- (a) the personal data of the Parties acquired during the negotiation, formalization or execution of the Contract (hereinafter, the **Data of the Parties**) will be included in the corresponding files of the Parties, (as data controllers), which are registered before the Official Registry of the Brazilian Data Protection Agency, and will be treated, including electronic or automated means, for the purposes related to the execution of the Contract or compliance with any legal requirements, only for a period of time necessary for the purposes of the treatment;
- (b) the granting of the Data of the Parties is optional, but the refusal to provide the Data of the Parties may hinder the execution of the Contract;
- (c) the Data of the Parties shall be disclosed only to the advisors or Related Companies of the Parties or to persons designated to process the pertinent data for the purposes of the provisions of subsection (a) and shall not be disclosed or put in any other way available to third parties. If said advisors or Affiliates of the Parties were located outside of Brazil in jurisdictions that do not guarantee an adequate level of protection of personal data such as protection granted in Brazil, unless such transfer is included in any of the legal exceptions of said authorization or the person responsible for the transfer provides a self-declaration offering guarantees of compliance with the principles, rights of the owner and the legal regime of data protection; and
- (d) in relation to the processing of the Data of the Parties, the Parties may exercise the rights of access, rectification, opposition and cancellation..

**27. Organization, Management and Control Model (Brazilian Penal Code and Law 12,846/14)**

The Buyer acknowledges having knowledge of:

- (a) the administrative and criminal liability of the companies in accordance with the provisions of the Brazilian Penal Code

and Law 12,846/14 and their consequences for the Company; and

- (b) the organization, management and control model followed by the Company.

In this regard, the Buyer states that it has never been a party to any proceeding under the provisions of the Brazilian Penal Code and undertakes to comply, during the term of this Contract, with the principles established there.

**28. Language**

The official language used between the Parties shall be the Brazilian Portuguese language, and all communications between them related to this Contract shall be written in the language mentioned.

**29. Governing Law and Settlement of Disputes**

The Contract shall be governed by and shall be construed in accordance with the provisions of the laws of Brazil, excluding any other. Disputes arising out of or relating to the Contract shall be settled by arbitration in accordance with the Rules of the Arbitration Tribunal of the Brazil-Canada Chamber of Commerce or of the FIESP (Federation of Industries of the State of São Paulo) by three arbitrators appointed in accordance with said standards. The seat of the arbitration shall be the city of São Paulo and the arbitration procedure shall be conducted in the Portuguese language.

**As proof of acceptance:**

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The buyer declares that he expressly accepts the following sections of the Terms and Conditions of Sale:

Clause 3 (right of the Company to terminate the Contract and the necessary time); Clause 5B (right to claim ownership); Clause 6B (right of the Company to receive the claim of the Buyer's insurer); Clause 7



(the Buyer has no right to cancel any order); Clause 8 (tolerance in case of delay in delivery); Clause 9 (deliveries are considered accepted and tolerance regarding their quantity); Clause 10 (the Buyer will pay deferment costs); Clause 12 (the suitability of the product is the responsibility of the Buyer); Clause 13 (waiver of claims for hidden defects and limitations on liability); Clause 15 (limitations on the responsibility of the Company); Clause 16 (compensation in favor of the Company); Clause 17 (Force Majeure); Clause 18

(changes in terms due to a change in circumstances); Clause 29 (Applicable Law and Arbitration).

**As proof of acceptance:**

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