

SALES GENERAL TERMS AND CONDITIONS

HITACHI ENERGY BRAZIL

1 ACCEPTANCE OF PROPOSAL/PURCHASE ORDER

- 1.1 These General Conditions of Sale apply to all deliveries and services provided by Hitachi Energy Brazil.
- 1.2 Buyer's acceptance of an Hitachi Energy Brazil Proposal implies a tacit acceptance of these General Conditions of Sale. This acceptance shall have been received by Hitachi Energy Brazil until expiration of the validity term of the Proposal. Notwithstanding the above, the commencement of deliveries and services by Hitachi Energy Brazil shall also imply a tacit acceptance of these General Conditions of Sale by Buyer, if acceptance of the Proposal has not been formalized in a timely manner.
- 1.3 Issuance of a Purchase Order or comparable document by Buyer implies an acceptance of all terms and conditions as proposed by Hitachi Energy Brazil, as well as an acceptance of these General Conditions of Sale.
- 1.4 If there is any conflict between a Purchase Order or comparable document and the terms and conditions set out in the Hitachi Energy Brazil Proposal or in these General Conditions of Sale, the Hitachi Energy Brazil Proposal and these General Conditions of Sale shall prevail.
- 1.5 When a Purchase Order is placed by Buyer with Hitachi Energy Brazil, acceptance of such Purchase Order by Hitachi Energy Brazil shall only occur upon Hitachi Energy Brazil's express consent, not by lapse of time.
- 1.6 Unless otherwise agreed, brochures and catalogues are not binding. Data in technical documents are only binding if they have been expressly stipulated as such.
- 1.7 Each party retains all rights to plans and technical documents provided to the other.
- 1.8 The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use

them for purposes other than those for which they were handed over.

2 SCOPE OF SUPPLY

- 2.1 The scope of deliveries and/or services shall be limited to those expressly described in the Proposal.
- 2.2 Any and all deliveries and/or services other than those expressly listed in the Proposal shall be treated as an additional delivery and, as such, shall be conditional on placement of a new proposal by Hitachi Energy Brazil stating the respective price, term, and other conditions.
- 2.3 It shall be incumbent on Hitachi Energy Brazil only to obtain the licenses and authorizations to be issued by the competent authorities in the name of Hitachi Energy Brazil. Any licenses and/or authorizations required for Hitachi Energy Brazil deliveries and services and to be issued in Buyer's name shall be under the exclusive responsibility of Buyer, including, without limitation, environmental licenses and authorizations.
- 2.4 Transfer of title to the goods supplied by Hitachi Energy Brazil to Buyer (take-over) shall occur automatically upon full payment of the total amount stated in the Proposal. Accordingly, in light of the existing title retention under Article 521 onwards of the Brazilian Civil Code, Hitachi Energy Brazil shall remain the owner of those goods and assets related to the Proposal until the full payment of the agreed value is made.
 - 2.4.1 In the case of arrears in the payment by the Buyer, Hitachi Energy Brazil shall issue its extrajudicial notification and/or protest the respective collection document, to recover, at the Buyer's expense, the asset(s) in its possession.
 - 2.4.2 In the case of non-refund within ten (10) days from the extrajudicial notification or the protest of the collection document, Hitachi Energy Brazil may request, temporarily and without hearing the Buyer, the seizure and

judicial deposit of the respective asset(s).

- 2.4.2.1 Should the situation set forth in the clause 2.4.2 above occur, Hitachi Energy Brazil may, if it deems necessary, request in court the disposal of the asset(s), with the purpose of preventing its/their depreciation or perishing, retaining the amount obtained in the sale, pursuant to the terms of articles 824 et seq. of the New Civil Procedural Code. In this case, the monetary valuation of the asset(s) under lien shall be up to an expert appointed by Hitachi Energy Brazil, whose fees shall be supported by the Buyer.
- 2.4.3 All costs incurred by Hitachi Energy Brazil by virtue of the provisions of the above Clauses shall be refunded within no later than ten (10) days from Hitachi Energy Brazil notification thereof.
- 2.5 It is agreed that, in the cases where the execution of the contractual scope (i) implies the availability/sending to the place of the Works by the Contractor of materials and equipment which will not necessarily be totally used to implement the project, such as, but not limited to, footage of cables longer than, exceeding number of spare parts, among others, e (ii) the exceeding supply of such items has not been expressly hired by the Client, these shall be characterized as "remnants", and the Client shall return them to the Contractor, also with the issuance of a return invoice.

3 CHANGE REQUESTS

- 3.1 Buyer is entitled to request changes in the scope of the Proposal, which may in turn result in an increase or reduction in the volume, type, quality or kind of products or services or any portion thereof; or else result in changes in the agreed timeframes; any such change is conditional on Hitachi Energy Brazil's approval.
- 3.2 Buyer's request for a change in the existing Proposal shall be negotiated with Hitachi Energy Brazil and be conditional on Hitachi Energy Brazil's express acceptance; to that end, the prices, terms and warranties shall be revised by Hitachi Energy Brazil so as to have them conform to the resulting changes in the Proposal and its performance.
- 3.3 If any of the events listed below occurs, causing an impact on performance of the Proposal, the Parties undertake to renegotiate the contractual conditions, mainly to do the necessary adjust in the price and term, so reflect the new condition. These events include, without limitation:

- i) Change in the scope, terms/deadlines and/or conditions for performance of the Proposal;
- ii) Change in prevailing laws and regulations;
- iii) Change in environmental conditions;
- iv) Change in Buyer's plant operations;
- v) Change in Buyer's production strategy;
- vi) Expansion or reduction in Buyer's plant;
- vii) Substantial upgrades or modifications affecting Buyer's plant;
- viii) Substantial failure/breakdown affecting Buyer's plant, other than at Hitachi Energy Brazil's fault;
- ix) Change in the Parties' quality assurance, safety and health programs and/or rules;
- x) Buyer's delayed fulfillment of its obligations under the Proposal;
- xi) Errors and/or defects affecting the designs, drawings and other information provided by Buyer to Hitachi Energy Brazil, unless Hitachi Energy Brazil has expressly undertaken specific responsibility for such designs, drawings and/or other information.
- xii) Force majeure or act of God;
- xiii) Delay in obtaining environmental licenses and authorization.
- xiv) Delay in receipt of equipment and materials, upon request and / or refusal of Buyer.

3.4 These changes shall become an integral part of the Proposal by means of an addendum.

3.5 Hitachi Energy Brazil may also submit a change request affecting the Proposal; in this case, the provisions of Sections 3.2, 3.3 and 3.4 above, as well as those of Section 3.6, shall apply,

3.6 It is herein agreed that, upon Buyer's request for a reduction and/or change in the scope of the Proposal already in progress, Buyer shall reimburse Hitachi Energy Brazil for the costs already incurred and/or committed which cannot be recovered within the context of the modified scope.

3.7 Hitachi Energy Brasil, the Buyer and, where applicable, the end Customer are aware that (i) War between Russia and Ukraine and/or (ii) availability of electronic equipment in the market, are impacting or may impact current businesses and the execution of this Proposal. In this way, Hitachi Energy Brazil reserves the right to change any delivery dates, change the schedule, the price, the details of supply and/or works, as well as other terms and conditions established in this Proposal due to direct and indirect impacts related to these events. Notwithstanding any provision to the contrary, the provisions of this Clause are deemed to be incorporated in any contract subsequently entered into between the Parties.

4 PRICES

- 4.1 The prices set out in the Hitachi Energy Brazil Proposal shall be valid for the volumes and characteristics specified in the Proposal.
- 4.2 The prices stated in the Proposal shall be adjusted as per the formula contained in the Proposal itself, in the shortest timing prescribed by law. The trigger date for the readjustment will be the date of the Proposal submission.
- 4.3 Prices include only taxes, social insurance contributions and other expenses expressly addressed in the Proposal.

5 CONDITIONS OF PAYMENT

- 5.1 The period and method of payment shall be defined by Hitachi Energy Brazil in the respective Proposal.
- 5.2 For all contractual purposes and effects, the events giving rise to payment shall be deemed completed as from the date when completion is notified by Hitachi Energy Brazil to Buyer or its representative.
- 5.3 If payment is not made as and when due, the past-due amount shall accrue a default penalty at three percent (3%), default interest at one percent (1%) per month, and monetary adjustment in accordance with the variation in IGP-M, daily prorated from the first day of delay until the date of actual payment, without prejudice to Hitachi Energy Brazil's right to revise the terms, prices and other contractual conditions to account for the effects of such delay.
- 5.4 Notwithstanding the foregoing, it is hereby established that the Purchaser shall reimburse all costs and expenses incurred by Hitachi Energy Brazil as a result of eventual extrajudicial collection.
- 5.5 Payments owed to Hitachi Energy Brazil cannot be suspended or reduced without prior written authorization from Hitachi Energy Brazil. In any event of suspension or reduction of payments (disallowance/offsetting), these may be made upon written authorization from Hitachi Energy Brazil only on account of this Proposal. Under no circumstances may any withholdings be made based on credits arising from other contracts executed by the Parties.
- 5.6 Hitachi Energy Brazil reserves itself the right not to offer any type of financial warranty to guarantee the payment event, except if such condition is expressly described in the Agreement/Purchase Order.

5.6.1 Hitachi Energy Brazil will not present the receipt of payment resulting from the contracting of the financial guarantee. Payments due may not be suspended if Hitachi Energy Brazil does not present the voucher.

5.7 The Purchaser hereby declares that Hitachi Energy Brazil can transfer any of the credits it holds against it in connection with any Contract and / or Purchase Order, without prior notification.

6 TERMS

6.1 The term for delivery of products or for commencement of services shall count as from formal closing of the deal, namely, upon acceptance of the Hitachi Energy Brazil Proposal or from Hitachi Energy Brazil's acceptance of a Purchase Order issued by Buyer, whichever is earlier.

6.1.1 If technical and commercial clarifications and/or advance payments are required, the term shall start running only after all technical and commercial clarifications and/or advance payments have been made.

7 DELIVERY/WAREHOUSING

7.1 All Products, Materials and Systems shall be delivered EX-WORKS (Incoterms 2010), unless otherwise expressly stated in Hitachi Energy Brazil's Proposal.

7.2 Products shall be packed/package according to the procedures usually adopted by Hitachi Energy Brazil for the specific type of product.

7.3 If a given delivery cannot be received by Buyer, for any reason, Hitachi Energy Brazil reserves the right to store it on Hitachi Energy Brazil's own premises or elsewhere, for the account and at the risk of Buyer, which shall take out proper insurance coverage. In this case, the provisions of Section 5.2 above shall apply.

7.3.1 Buyer shall reimburse all the costs incurred by Hitachi Energy Brazil with storage of a given delivery, within five (5) consecutive days from notice given by Hitachi Energy Brazil in this regard.

Hitachi Energy Brazil shall turn over a given delivery under a title retention clause, pursuant to Article 521 et seq. of the Brazilian Civil Code, until the respective price has been fully paid.

8 TAXES

8.1 The price for a Proposal includes the taxes expressly specified therein; other taxes

- assessed on the delivery and/or service shall be later added to the price.
- 8.2 If any taxes, charges and/or assessments are created or changed (in terms of rates and/or taxable events) after the date of a Proposal, with a direct or indirect impact on the prices, this event shall give rise to automatic revision aiming at an increase or reduction of agreed prices to the exact extent of any such change to be applied in the price of present and future proposals.
- 8.3 If, at the time of invoicing and/or delivery of products or services, Buyer fails to evidence that it obtained tax exemptions or any other tax benefits originally considered in the price for a given Proposal, such price shall be increased by an amount reflecting the non-existence of such tax exemptions and benefits.
- 8.4 Unless otherwise expressly provided in the Proposal, in case of supply of products, materials or equipment for which Hitachi Energy Brazil is regarded as tax substitute [*substituta tributária*] under state laws, Hitachi Energy Brazil shall never be responsible or liable for payment of the ICMS tax rate difference, which shall always be owed and payable by Buyer.
- 8.5 When applicable, in the cases where there are changes in the legislation and/or agreements determining the taxation of ICMS ST (Tax Substitution), the Parties shall update the commercial conditions governing the deal so that they are reflected in the price and the compliance with the ancillary obligations related to the exclusion or inclusion of said tax, in the latter, protecting the responsible party the right to issue supplementary invoices. A characteristic of the ICMS ST, as a tax owed at the end of the consumption chain is the inclusion of its amount in the price of the marketed product, reflecting itself in the total value of the transaction.
- 8.6 The Buyer declares and confirms that, upon requesting the commercial technical proposal of Hitachi Energy Brazil, they informed all tax systems for which it has or is in phase of obtaining benefits to find repercussion in the price offered by Hitachi Energy Brazil. If such benefits are not informed during the phases of negotiations and approval of the Commercial Proposal by the Client and, upon the invoicing, it is verified that the Buyer fits into them, the prices may be revised by Hitachi Energy Brazil to neutralize the tax and/or financial impacts on the deal.
- 8.7 The Parties agree that in the cases of services of installation of equipment sold by Hitachi Energy Brazil, the amount related to the services shall be considered as basis to calculate the ICMS, reflecting on the PIS/COFINS and the IPI.
- 8.8 Where applicable, the Parties hereby agree to adopt LC 116/2003 as a beacon in difference of understanding or any possible conflicts in the taxation of the ISS between cities. The collection of ISS, when defined by law as due to the providing establishment, will be made to the Municipality of Guarulhos/SP or Blumenau/SC where the economic and functional unit of Hitachi Energy Brasil is established, which will be the issuing entity of the relevant Invoices.
- 8.9 For the purposes of effecting the invoicing with the benefit of the REIDI, the Parties agree and represent to be aware that it will be imperative that, upon the invoicing, the Concession Act have been published and be valid. Should the Concession Act not be available on the date of the invoicing event, the PIS and the COFINS shall be considered for invoicing purposes, just as all other applicable taxes. Under no circumstances shall the REIDI granting process REIDI imply a justification to postpone the invoicing events.
- 8.10 When applicable, Buyer undertakes to provide, in a timely manner, the Income Report referring to the Income Tax withheld at source for the due purposes of deductions to be used by Hitachi Energy Brazil in the Annual Adjustment Declaration, as per the normative forecast of the Internal Revenue Service.

9 TRIALS AND TESTS

- 9.1 The trials and tests prescribed in the Proposal shall be carried out (unless otherwise stated in the Proposal) on the Hitachi Energy Brazil shops and premises at the work hours to be defined by Hitachi Energy Brazil, and shall follow the Brazilian Technical Standards Association (ABNT) rules or, in their absence, shall be carried out in accordance with Hitachi Energy Brazil's best techniques.
- 9.2 If Buyer's inspectors are not present, Hitachi Energy Brazil shall run the tests and report the results to Buyer. These results shall be as valid as if Buyer's representatives were present during the test run.
- 9.3 All expenses with special trials and tests or with those to be performed outside of the Hitachi Energy Brazil facilities, as specifically provided for in the Proposal, shall be at Buyer's expense.
- 9.4 Hitachi Energy Brazil reserves the right to schedule trials and tests for inspection in two shifts or even on weekends, at Hitachi Energy

- Brazil's discretion, with a view to meeting contractual terms.
- 9.5 Unless otherwise stated in the Proposal, Hitachi Energy Brazil shall not bear the costs relating to travel, lodging, meals, daily allowances and other expenses related to Buyer's inspectors.

10 WARRANTY

- 10.1 Hitachi Energy Brazil is solely and entirely responsible and liable for the technical specifications submitted by it and described in the Proposal, as well as for the operation, quality and performance of products and services, irrespective of Hitachi Energy Brazil being the manufacturer or distributor of said products and services or being the manufacturer of the inputs or raw materials incorporated in such items.
- 10.1.1 Even if referenced in the Proposal, Hitachi Energy Brazil shall take no responsibility or liability for the technical specifications prepared by Buyer, which shall be solely and exclusively responsible and liable for these specifications, unless Hitachi Energy Brazil has expressly undertaken responsibility and liability for such technical specifications in the Proposal.
- 10.2 Hitachi Energy Brazil warrants that the products and services (excluding software, which is warranted as per section 10.8 and following below) are delivered free of any defects. Performance levels, if applicable, and warranty periods applying to products and services, spare parts and repaired or overhauled parts, shall be as defined in the Proposal. If there is no express provision in the Proposal, the technical warranty period for products and systems will be 12 months from delivery. On the other hand, the guarantee for services will be 6 months from the conclusion of the services.
- 10.3 If a defect is detected in any product or service during the warranty period as established above, Buyer shall inform Hitachi Energy Brazil of such fact upon written notice after such defect is detected, and Hitachi Energy Brazil shall necessarily take either of the following measures, at its sole discretion:
- repair or replace the defective portion of a product, or redo the services; or
 - reimburse Buyer for the price portion relating to the defective products or services.
- 10.4 If any portion of repaired, replaced, corrected or redone products or services is defective, and provided that the warranty period for any such products or services has not expired, Hitachi Energy Brazil shall repair, replace,

- correct or redo these defective products or services.
- 10.5 Repair or replacement of products or services shall be made by Hitachi Energy Brazil within the period to be determined by mutual agreement between the Parties.
- 10.6 Enforcement of the warranty presupposes:
- 10.6.1 Prompt notice about the occurrence of a potential defect to Hitachi Energy Brazil;
 - 10.6.2 Placement of the repairable or replaceable product, equipment or material at the Hitachi Energy Brazil plant;
 - 10.6.3 Buyer not having made or caused third persons to make, without Hitachi Energy Brazil's prior written authorization, any change or repair either in the product, equipment or material supplied or in the subject matter of the services;
 - 10.6.4 Compliance with the technical recommendations set out in the warranty manual for the product, equipment or material, as necessary for adequate maintenance and use thereof for the intended purposes. The technical manual shall be an integral part of this Proposal, once the supply or services are completed.
- 10.7 The warranty given by Hitachi Energy Brazil shall not apply to defects arising from:
- 10.7.1 Non-fulfillment of any provision in Section 10.6;
 - 10.7.2 Improper storage, use or maintenance, when carried out by Buyer or its designees, as well as accidents other than at Hitachi Energy Brazil's fault;
 - 10.7.3 Wear and tear arising from ordinary use of the repaired product, equipment or material;
 - 10.7.4 Improper assembly, except when such is made by Hitachi Energy Brazil itself or its Subcontractor(s), in which case the specific warranty for assembly services shall likewise apply;
 - 10.7.5 Force majeure and/or act of God;
 - 10.7.6 Material provided by Buyer for use in the repair.
- 10.8 Software Warranty: Hitachi Energy Brazil warrants that, unless otherwise stated below, the software properly installed shall run in accordance with the specifications made available by Hitachi Energy Brazil. If a nonconformity vis-à-vis the above warranty is detected during the warranty period stated in the Proposal, and Hitachi Energy Brazil is notified of such fact, including a description of the nonconformity and detailed information on how it was detected, Hitachi Energy Brazil shall correct said nonconformity by taking any of the following alternatives, at Hitachi Energy Brazil's sole discretion:
- modify or make available to Buyer any instructions for Software changes; or

- ii) make available any corrections or substitute software; in the latter case, a new software licensing will be required, and the respective costs will be borne by Hitachi Energy Brazil.
- 10.9 Hitachi Energy Brazil shall not take responsibility for any nonconformity resulting from:
 - i) unauthorized software changes; or
 - ii) software or interfaces supplied by Buyer.
- 10.10 Hitachi Energy Brazil makes no warranties that the software functionalities will be operative when combined with the items selected or utilized by Buyer, if differing from the specifications made available by Hitachi Energy Brazil; further, Hitachi Energy Brazil makes no warranties that the software is free from errors usually termed by the software industry as “bugs”.
- 10.11 If any problem occurs with the Hitachi Energy Brazil products or services during the warranty period, Buyer may call the Hitachi Energy Brazil technicians to solve it. If it is determined that the products or services had no errors or defects, all expenses incurred by Hitachi Energy Brazil shall be fully reimbursed by Buyer as servicing fees.
- 10.12 The Hitachi Energy Brazil warranty is limited to repairing and replacing, at Hitachi Energy Brazil's discretion and on Hitachi Energy Brazil premises, any defective items found in Hitachi Energy Brazil deliveries, when such defects are solely attributable to Hitachi Energy Brazil, at no additional cost for Buyer. Upon repair or replacement, the warranty shall be deemed entirely fulfilled, without any other responsibility or liability being imputable to Hitachi Energy Brazil.
- 10.13 The warranty for replacements of defective parts or sets, and the warranty for repaired parts or sets, shall expire at the end of the warranty for original parts or sets.
- 10.14 Warranty periods shall not apply to parts, sets and components having a shorter useful life (even in ordinary conditions of use) than the period stated in the Proposal.
- 10.15 The warranty shall be suspended, and the warranty period stated in the Proposal shall terminate, if Buyer fails to meet any of its obligations, notably its obligation of pay.
- 10.16 Replaced parts or sets shall belong to Hitachi Energy Brazil.
- 11 INTELLECTUAL AND INDUSTRIAL PROPERTY**
- 11.1 Hitachi Energy Brazil shall be the sole holder of title to and owner of all rights and interests in and to any inventions, developments, improvements or changes referring to the

- subject matter of the Proposal. Unless with the prior written consent of Hitachi Energy Brazil, Buyer shall not copy or disclose said inventions, developments, improvements or changes to third parties.
- 11.2 Hitachi Energy Brazil has all intellectual and industrial property rights, including to sublicense or market all software to be delivered to Buyer under the Proposal. Licenses shall meet the following basic conditions, in addition to others prescribed in the corresponding license or sublicense instruments:
 - i) The software may only be used by the companies to which they are being specifically licensed;
 - ii) The software shall not be copied, reverse-engineered, or modified without Hitachi Energy Brazil's prior consent, only one back-up copy for software security being permitted;
 - iii) Buyer's right to use the software shall be defined in each Proposal, and in the respective license or sublicense instrument; and
 - iv) Software use rights are non-exclusive and non-transferable.
- 11.3 Nothing contained in these General Conditions of Sale or in the Proposal shall be construed as granting to Buyer any title to or interest in the software and intellectual and/or industrial properties, whether in whole or in part, nor as conferring on third persons any rights ensuing from these General Conditions of Sale. Upon termination of the license, Buyer shall:
 - (i) promptly cease using the software, upgrades, customizations, manuals and instructions (software);
 - (ii) retain no copies of the Software, whether fully or in part;
 - (iii) return all Software copies to Hitachi Energy Brazil;
 - (iv) remove the Software from any machines and storage media.
- 11.4 If the Hitachi Energy Brazil deliveries or services have manifestly breached third-party intellectual or industrial property rights, Hitachi Energy Brazil shall – at its sole discretion – change its deliveries or services so that they cease breaching said third-party rights or, else, obtain proper licensing therefor.
- 11.5 Buyer shall give prompt written notice to Hitachi Energy Brazil as soon as Buyer is notified of any potential infringement upon third-party industrial and intellectual property rights.

12 PENALTY AND LIMITATION OF LIABILITY

- 12.1 If either Party fails to fulfill any conditions stated in these General Conditions of Sale or in the Proposal, other than delivery and payment terms, the aggrieved Party shall notify the breaching Party about its noncompliance, extending a reasonable period to be agreed in writing between the Parties for the breaching Party to cure this noncompliance event. If the noncompliance remains after expiration of said term, the breaching Party shall be subject to the penalty set forth below.
- 12.2 If either Party fails to meet any of the terms set out in the Proposal, it shall be subject to a compensatory weekly fine at zero point five percent (0.5%) of the item value in the Proposal, capped at five percent (5%) of the total value of the Proposal.
- 12.3 The Parties may, by mutual agreement, adjust in the Bid a bonus if Hitachi Energy Brazil anticipates the expected dates for delivery.
- 12.4 Payment of a default fine shall represent the sole remedy available to Buyer on account of the delay; no other remedy shall apply, whether by operation of law or contract.
- 12.5 The amount corresponding to the sum of base fines imposed on Hitachi Energy Brazil, even on a cumulative basis, cannot exceed five percent (5%) of the total value of the Agreement and/or Purchase Order.
- 12.6 Notwithstanding other provisions contained in these General Conditions of Sale, in the Purchase Order, in the Agreement, its Schedules or any other documents incorporated or applicable thereto, the Parties herein expressly agree and covenant that Hitachi Energy Brazil will be held liable only for direct damages manifestly caused by its employees, representatives, subcontractors and agents in performing the contractual obligations, regardless of the number of occurrences, always being limited at ten percent (10%) of the total value of the Proposal, Purchase Order and/or Agreement.
- 12.7 Under no circumstances shall Hitachi Energy Brazil be liable for lost production, loss of profits, loss of earnings, loss of data, loss of products, loss of contracts, loss of use, capital costs, fines imposed by the granting authority, indirect damages and consequential damages, before Buyer or any third persons.
- 12.8 Limitation of liability set out in Section 12.7 shall not apply in case of willful misconduct, fraud and/or non-compliance with the confidentiality clause and breach of third-

party intellectual property by Hitachi Energy Brazil.

13 ACT OF GOD AND FORCE MAJEURE

- 13.1 No Party shall be liable for non-fulfillment of its obligations in case of acts of God or force majeure as defined in article 393 and sole paragraph of the Brazilian Civil Code. To that end, such Party shall advise the other Party about the occurrence of such event and the ensuing detrimental effects, as soon as practicable.
- 13.2 For the purposes hereof, an Act of God or Force Majeure shall mean the causes and events beyond the reasonable control of the affected Party, including, but not limited to, events of nature, acts of war (declared or not), fire, strikes, epidemics, pandemic, actions or omissions of the governmental authorities, riots or turmoil, or delayed or defective performance by its suppliers or subcontractors on account of the reasons listed above.
- 13.3 In case of delay deriving from an act of God or force majeure the delivery terms shall be extended for a period commensurate with the delay, plus a reasonable term for resumption of performance as agreed between the Parties.

14 SUSPENDED PERFORMANCE OF THE PROPOSAL

- 14.1 Buyer may arrange for provisional suspension of the performance under the Proposal or a portion thereof, upon written notice sent to Hitachi Energy Brazil at least sixty (60) days in advance of the scheduled delivery date.
- 14.2 This notice shall specify which portion of the Proposal is to be suspended; the actual date of interruption; and, if possible, the estimated date for resumption of performance under the Proposal.
- 14.3 Hitachi Energy Brazil shall resume its performance of the Proposal after written notice from Buyer to that end. The resumption date shall be previously agreed between the Parties.
- 14.4 Buyer shall reimburse Hitachi Energy Brazil for all expenses incurred as a result of suspended performance, such as:
i) Demobilization and re- mobilization of personnel and equipment;
ii) Warehousing of Goods, items supplied by Buyer, and related materials and equipment;

- iii) Personnel, third subcontractors and equipment, which shall be kept on hold in accordance with the mobilization plan;
 - iv) Relocation of goods to the extent necessary to avoid interference with other Hitachi Energy Brazil activities.
 - v) Other expenses manifestly incurred by Hitachi Energy Brazil as a result of suspension of the Order.
- 14.5 If the Proposal or a portion thereof is suspended on an ongoing basis for a period exceeding one hundred and eighty (180) days, Hitachi Energy Brazil may cancel the Proposal as regards the suspended portion, upon 30 days' prior notice. If Buyer does not order a resumption of the Proposal within said thirty (30) days after receipt of notice, the corresponding portion of the Proposal shall be deemed cancelled, and the provisions of Section 17 below shall solely apply as regards the cancelled portion.

15 CANCELLATION OF THE PROPOSAL

- 15.1 Upon prior notice given to Hitachi Energy Brazil at least one hundred and eighty (180) days before a scheduled delivery date, Buyer may cancel the Proposal, terminating the performance thereof.
- 15.2 Following Buyer's instructions, Hitachi Energy Brazil shall exert its best efforts to cancel subcontracts with a view to mitigating the impact of cancellation. If Buyer refuses to accept the cancellation terms, and the agreement between Hitachi Energy Brazil and its subcontractor so permits, Hitachi Energy Brazil shall assign such subcontracts to Buyer, which undertakes to assume them for all due purposes of the law.
- 15.3 The amounts payable by Buyer under this section Buyer as a result of the cancellation, must comply with the provisions of Section 17, and may be deducted from such payments any advances made Hitachi Energy Brazil under the Proposal.

16 TERMINATION OF THE PROPOSAL

- 16.1 Hitachi Energy Brazil may terminate the Proposal, at its sole discretion, upon notice given thirty (30) days in advance, if Hitachi Energy Brazil determines, at its discretion, that proceeding with the supply or service is unfeasible on economic and financial terms.
- 16.2 Either Party may terminate the Proposal upon written notice to the other Party, without the notified Party being entitled to any claim, indemnification or offsetting on account of termination, in the following events:

- i) a petition or declaration of insolvency, bankruptcy or liquidation of the notified Party;
 - ii) the duly proven occurrence of an act of God or force majeure that prevents performance of the Proposal for a period exceeding one hundred and eighty (180) days;
 - iii) stoppage in performance of the Proposal without the prior express agreement of the Parties;
 - iv) the fines imposed on the other Party reach five percent (5%) of the Proposal value; and
 - v) non-fulfillment of any substantial obligation under the Proposal by either Party, provided that the other Party has given written notice thereof and set a reasonable period for resumption of at least thirty (30) days, but such resumption does not occur.
- 16.3 If Buyer delays in any payment for a period exceeding thirty (30) days, Hitachi Energy Brazil may – in addition to other remedies prescribed herein and by operation of law – suspend its performance of the Proposal until Buyer cures its default.
- 16.4 If suspension as per the preceding section has endured for fifteen (15) days without Buyer curing its default by paying, Hitachi Energy Brazil may terminate the Proposal upon simple notice to Buyer, in which case the provisions of Section 17 below shall apply.

17 CONSEQUENCES OF CANCELLATION AND/OR TERMINATION OF THE PROPOSAL

- 17.1 Both in the event of cancellation of the Proposal as provided for in Clause 15, and in the event of termination as provided for in Clause 16, the PARTIES will settle accounts, for which the Customer will pay Hitachi Energy Brazil:
- i) The balance not paid, due to Hitachi Energy Brazil for the part of the Proposal already executed;
 - ii) All costs incurred and/or committed by Hitachi Energy Brazil, and subcontracted third parties, relating to materials requested prior to the receipt of cancellation notice by Hitachi Energy Brazil, and the remuneration for services rendered in relation to such materials prior to this date, provided that such costs are not covered by the payment as per item "i" above;
 - iii) The other expenses of Hitachi Energy Brazil and its subcontractors directly attributable to the cancellation of the Proposal;

iv) Any investments made by Hitachi Energy Brazil for the execution of the Contract and/or the Purchase Order, pursuant to article 473 and sole paragraph of the Brazilian Civil Code.

18 EXPORTS

- 18.1 The Proposal may contemplate products and/or services affected by the US Export Control Regulations. After delivery, Buyer shall be fully responsible for strict abidance by these applicable Regulations.
- 18.2 Products shall not be directly or indirectly exported without the prior written authorization of Hitachi Energy Brazil.
- 18.3. In the case of supply of equipment for export, the Client shall submit to Hitachi Energy Brazil the letter of credit for the amount of said equipment within 90 days from the scheduled delivery date.
- 18.3.1. If such letter of credit is not submitted by the above-mentioned deadline, Hitachi Energy Brazil reserves itself the right to withhold the equipment, and it shall be given a proportional length of time to deliver it, until said letter of credit is effectively submitted, in addition to having the right to claim from the Client, any possible costs incurred with storage and/or transport of the equipment as a result of the non-compliance with this clause by the Client.
- 18.3.2. In the above case, if there is a default on the part of the client and Hitachi Energy Brazil having taken all applicable measures, Hitachi Energy Brazil shall not be subject to any encumbrances and/or penalties.
- 18.4. It is agreed that Hitachi Energy Brazil may establish in its proposal that the documentary collection procedure of the equipment (s) supplied, destined for export, will be adopted. In this sense, Hitachi Energy Brazil will forward to the Partner Bank (bank of the exporter will be mentioned in the Proposal), the original documentation necessary for the accomplishment of the customs clearance of the equipment (s) by the Buyer when importing the equipment (s) (Commercial Invoice, Bill of Lading, Packing List, certificate of origin and other applicable).
- 18.4.1. Once the cash payment condition is not applicable, the Partner Bank will inform Buyer that there are available documents, and in order to receive them, Buyer must proceed to formally acknowledge the debt.
- 18.4.2. Once the cash payment condition applies, the Partner Bank will release the documentation the Buyer once the payment has been made.

19 BRIBERY AND CORRUPTION

- 19.1 The Parties represent and warrant that each will not, directly or indirectly, and that each has no knowledge that third parties will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of the other Party or of third persons, whenever such acts may characterize a violation of applicable law laws, and shall also comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption in Brazil, especially the Law 12,846 / 2013, its regulations and related ordinances, the North American Law against Corruption Practices Abroad - FCPA and, where applicable, the laws promulgated by Member States and signatories for the implementation of the OCDE Convention against Corruption of Foreign Public Officials.
- 19.2 Nothing in these General Conditions of Sale shall render either Party liable to reimburse the other Party for any such consideration given or promised.
- 19.3 If either Party breaches any of its obligations under Section 20.1, such fact may be construed by the other Party as a violation of these General Conditions of Sale, whereupon the aggrieved Party may declare termination thereof forthwith, without prejudice to any other rights and remedies available to the aggrieved Party under these General Conditions of Sale or prevailing laws.
- 19.4 Buyer herein acknowledges and confirms that it has received a copy of Hitachi Energy Brazil's Code of Conduct or has been provided with information on how to access Hitachi Energy Brazil's Code of Conduct online under <https://search.abb.com/library/Download.aspx?DocumentID=8DAA5000441&LanguageCode=pt&DocumentPartId=&Action=Launch> Buyer agrees that, in performing its obligations hereunder and throughout the business relations with Hitachi Energy Brazil, Buyer shall abide by a standard of ethical conduct that is substantially similar to the one described in said Code.
- 19.5 Hitachi Energy Brazil has established the following reporting channels, by which Buyer and its employees may report suspected violations of applicable laws policies or standards of conduct: Web portal: Web portal: <https://inside.hitachienergy.com/br/pt-br/what-you-need-for-your-work/legal-and-integrity/integrity/reporting-channels> E-mail: global-pg-ethics@hitachienergy.com

20 OBLIGATIONS OF BUYER

- 20.1 Obtain all environmental licenses and authorizations necessary for the services and deliveries.
- 20.2 Comply with all assumptions and conditions set out in the Proposal, under penalty of termination of the Proposal against payment of all costs already incurred and committed by Hitachi Energy Brazil.
- 20.3 Approve the documents submitted by Hitachi Energy Brazil within thirty (30) days, or during such other term as agreed between the Parties. If approval is not given during the aforementioned period, those documents will be regarded as tacitly accepted, and Hitachi Energy Brazil may then proceed with performance of the Project. Notwithstanding the above, Buyer cannot make any new comments in previously analyzed documents.
- 20.4 For projects involving civil works, deliver the land and respective accesses on the conditions set out in the Proposal.
- 20.5 Allow for the formation of a consortium, on the conditions stated in the Proposal.
- 20.6 Allow for subcontracting, provided that the conditions set out in the Proposal are satisfied.
- 20.7 Upon request, allow direct invoicing by the subcontractor to the Purchaser, provided that the conditions presented in the Proposal are satisfied.
- 20.8 Regularly make payments to Hitachi Energy Brazil, on the dates and under the conditions established in the Proposal.
- 20.9 Make available to Hitachi Energy Brazil any and all technical information necessary for the execution of the activities object of the Proposal, as well as clarify to Hitachi Energy Brazil, in a timely manner, any and all doubts regarding the execution of the services object of the Proposal.
- 20.10 Carry out the necessary repairs and adjustments to the access roads to the construction site, in a viable way to transport the equipment and materials to be applied in the provision of services, as well as guarantee the free access and permanence of Hitachi Energy Brazil, its representatives and subcontractors at the location where the services will be provided.
- 20.11 Justify in advance and in writing the application of any penalties, withholdings and/or compensations of any nature.
- 20.12 Notify Hitachi Energy Brazil in advance, in the event of any deadlock arising as a result of the Proposal, so that it can make its best efforts to settle such deadlock.

21. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

- 21.1 The Parties shall refrain from disclosing any data or information to which they may have had access as a result of the Proposal, and further undertake to prevent any of their respective employees or third contractors from using said data or information for any purposes other than those stated in the Proposal. This commitment shall survive for a period of three (3) years after the date on which the subject matter of the Proposal is completed.
 - 21.1.1 In case of breach of the confidentiality status of the Proposal, the breaching Party shall indemnify the other Party for any losses and damages caused to the latter; *provided, however, that* under no circumstances shall the Parties be liable for indirect damages and loss of profits.
 - 21.2 This confidentiality commitment shall not apply only in the following events:
 - i) the information was manifestly known prior to its disclosure to the recipient Party;
 - ii) the disclosing Party has given its prior express consent to disclosure;
 - iii) the information was manifestly known to another source in a lawful and legitimate manner unrelated to the Proposal;
 - iv) there is a court order for disclosure of the information; in this case, the recipient Party shall notify the other Party in this respect, preferably prior to such disclosure;
 - v) the competent authorities have demanded access to such information; in this case, the other Party shall be notified about disclosure of said information.
 - 21.3 Buyer shall keep in strict confidence all Hitachi Energy Brazil Contractor Data and any other information concerning Hitachi Energy Brazil Contractor's or its Affiliates' business, their products and/or their technologies which Buyer obtains in connection with the Works to be performed (whether before or after acceptance of the Subcontract). Buyer shall restrict disclosure of such confidential material to such of its employees, agents or Buyers or other third parties as need to know the same for the purpose of the performance of the Works to Hitachi Energy Brazil Contractor. Buyer shall ensure that such employees, agents, Buyers or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Buyer and shall be liable for any unauthorized disclosures.

- 21.4 Buyer shall apply appropriate safeguards, adequate to the type of Hitachi Energy Brazil Contractor Data to be protected, against the unauthorised access or disclosure Hitachi Energy Brazil Contractor Data and protect such Hitachi Energy Brazil Contractor Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Buyer may disclose confidential information to Permitted Additional Recipients (which means Buyer’s authorised representatives, including auditors, counsels, consultants and advisors) provided always that (i) such information is disclosed on a strict need-to-know basis, and (ii) such Permitted Additional Recipients sign with Buyer a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Buyer shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Buyer by Hitachi Energy Brazil Contractor or any of its Affiliates from time to time, and in particular with the Hitachi Energy Brazil Cyber Security Requirements.
- 21.5 Buyer shall not (i) use Hitachi Energy Brazil Contractor Data for any other purposes than for performing the Works, or (ii) reproduce the Hitachi Energy Brazil Contractor Data in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose Hitachi Energy Brazil Contractor Data to any third party, except to Permitted Additional Recipients or with the prior written consent of Hitachi Energy Brazil Contractor.
- 21.6 Buyer shall install and update at its own costs required adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Works.
- 21.7 Buyer shall inform Hitachi Energy Brazil Contractor without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any Hitachi Energy Brazil Contractor Data.
- 21.8 Buyer agrees that Hitachi Energy Brazil Contractor may provide any information received from Buyer to Affiliates of Hitachi Energy Brazil Contractor and to third parties.
- 21.9 If Hitachi Energy Brazil discloses Personal Data to Buyer, Buyer shall comply with all applicable data protection laws and regulations.
- 21.10 Buyer shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- 21.11 Buyer agrees that it will not withhold or delay its consent to any changes to this Clause 23 which in Hitachi Energy Brazil Contractor’s or its Affiliates’ reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to Hitachi Energy Brazil Contractor.
- 21.12 The General Data Protection Law (Law No. 13.709/18) (“LGPD”), as well as the determinations of regulatory/supervisory bodies on the matter and other data protection rules and policies of each country where there is any type of processing of data, will be obeyed, in all its terms, by the Parties, each undertaking to treat the data of the other Party that may be collected, according to its need or obligation as a result of the execution of the scope of this Agreement.
- 21.13 As provided for in the LGPD, each Party undertakes to perform its obligations under this Agreement and treat the data of the other Party in compliance with the principles of purpose, adequacy, transparency, free access, security, prevention and non-discrimination.
- 21.14 Each Party undertakes to guarantee the confidentiality of the data collected from the other Party through an internal privacy policy, in order to respect, for itself, its employees and their agents, the purpose of this term.
- 21.15 Any data collected by one of the Parties during the execution of the contractual scope will be archived by it only for the time necessary for the execution of the contracted services. At its end, the data collected will be permanently deleted, except for those that fall under the provisions of article 16, I of the General Data Protection Law.
- 21.16 Each Party, in handling the data of the other Party shall:
- (i) Process the personal data to which it has access only in accordance with the instructions of the disclosing Party and in accordance with these clauses, and which, in the event that it is no longer able to fulfill these obligations, for whatever reason, agrees to inform this fact immediately to the disclosing Party, which shall be entitled to terminate the contract without any liens,

- finances or charges.
- (ii) Maintain and use appropriate and sufficient administrative, technical and physical security measures to protect the confidentiality and integrity of all personal data held or accessed/transmitted electronically, to ensure the protection of such data against unauthorized access, destruction, use, accidental or improper modification, disclosure or loss.
- (iii) Access the data within its scope and to the extent covered by your access permission (authorization) and that the personal data cannot be read, copied, modified or removed without express and written authorization from the disclosing Party.
- (iv) Guarantee, by itself or any of its employees, agents, partners, directors, representatives or contracted third parties, the confidentiality of the processed data, ensuring that all its agents, partners, directors, representatives or contracted third parties who deal with personal data under their responsibility that they have signed a specific confidentiality agreement in this regard, as well as to keep any personal data strictly confidential and not to use them for other purposes, with the exception of the provision of services object of this Agreement. Furthermore, each Party will train and guide its staff on the applicable legal provisions regarding data protection.
- 21.17 Personal data may not be disclosed to third parties, with the exception of the prior written authorization of the disclosing Party, either directly or indirectly, either through the distribution of copies, summaries, compilations, extracts, analyses, studies or other means containing or otherwise reflect such Information.
- 21.18 If one of the Parties is obliged by legal determination to provide personal data to a public authority, it must previously inform the disclosing Party so that it can take the measures it deems appropriate.
- 21.19 The Receiving Party shall notify the Disclosing Party within twenty-four (24) hours of:
- (i) Any non-compliance (even if suspected) of the legal provisions regarding the protection of Personal Data by the receiving Party, its employees, or authorized third parties;
- (ii) Any other breach of security within the scope of the Receiving Party's activities and responsibilities.
- 21.20 The receiving Party will be fully responsible for the payment of damages, as well as for the reimbursement of the payment of any

fine or penalty imposed on the disclosing Party and/or third parties directly resulting from the non-compliance by the receiving Party with any of the clauses set forth in this chapter regarding protection and use of personal data.

- 21.21 In relation to the personal data that must be provided during the contracting process and this Agreement arising from such process, the disclosing Party authorizes the processing of such data in accordance with the data treatment and protection policies of the receiving Party, which includes the storage of data at a national or international level, and, in particular, for the purpose of being contacted and/or notified of any information of interest to you. Likewise, the receiving Party declares that in the event of receiving Personal data of the disclosing Party necessary for the performance of the Contract, will comply with the personal data processing policies of the disclosing Party and will not use this data for its own commercial purposes or for third parties, that is, to guarantee effective protection of the protected legal interest.
- 21.22 The Parties expressly acknowledge that the personal data processed by each Party under the terms of this Agreement are and will remain the property of their original holders, if applicable, and are confidential information, with the sharing of such data with any third parties prohibited, for any purposes.
- 21.23 Upon termination of the Agreement, each Party undertakes to eliminate, destroy and/or block access to personal data, which have been processed as a result of this Agreement, as required by law, extending to any copies.

22. MISCELLANEOUS

- 22.1 All notices, communications and/or information hereunder shall be in writing and addressed to the managers of the Parties.
- 22.2 Either Party's failure to exercise any rights or remedies set out in these General Conditions of Sale or in the Proposal, or under prevailing laws, shall be viewed as a mere forbearance, thus implying no change or novation in the obligations undertaken herein, the performance of which may be required at any time, irrespective of prior notice to the Party.
- 22.3 The Proposal may only be amended, in any way, upon execution a specific written addendum to that end.
- 22.4 The subject matter of the Proposal entails no employment relationship between the Parties or any personal subordination between their

- managers, employees, agents and/or third persons under the responsibility of the respective Parties.
- 22.5 If any provisions of these General Conditions of Sale are held fully or partially null, invalid or unenforceable, they shall not affect the other sections or provisions contained herein, and these General Conditions of Sale shall thenceforth be construed as if the null, invalid or unenforceable sections or provisions were unwritten.
- 22.6 If a supervening and unforeseeable event makes these provisions excessively burdensome for either Party, the Parties shall renegotiate such provisions by way of a consensual revision of the contractual obligations or performance to the extent necessary for resumption thereof. If renegotiation is unsuccessful, the aggrieved Party may request termination of the Proposal.
- 22.7 Both Parties acknowledge that the terms and conditions stipulated herein are manifestly equitable at the time of acceptance of the Proposal.
- 22.8 The Parties are aware of all rules and circumstances governing this transaction, and represent that they are knowledgeable in the activities respectively entrusted to them under the Proposal.
- 22.9 The Parties are free to contract, with due regard for the precepts of public policy and the social role of these General Conditions of Sale; accordingly, this instrument allows the Parties to attain their respective corporate objectives and business activities, thus serving the community as a whole.
- 22.10 In performing the Proposal, the Parties shall always abide by the principles of good faith, and fairness, which have also been present both during negotiations and upon execution thereof.
- 22.11 The Proposal is made in strict abidance by the principles stated in the preceding sections, thus entailing no abuse of rights in any way or under any circumstances.
- 22.12 The weights, sizes, capacity, prices, performance levels and other data stated on catalogs, prospectuses, circulars, advertising materials, displays and price lists serve as approximate indications only. These data shall only be binding if the Proposal makes express reference to them as assured characteristics.
- 22.13 The Proposal and these General Conditions of Sale are binding on Hitachi Energy Brazil, Buyer, and their successors in any way.
- 22.14 Any and all services and/or supplies ordered by Buyer, on an urgency basis, in connection with any Agreement and/or Purchase Order between the Parties shall be fully covered by these General Conditions of Sale.
- 22.15 Upon completion of the Agreement and/or Purchase Order, the Parties may forthwith arrange for termination of any existing guarantees, and the Parties shall mutually cooperate to that end, including by issuing such documents as may be necessary therefor, e.g. an Instrument of Completion of Agreement.
- 22.16 The Parties shall not use or permit third parties to use, directly or indirectly, the trademarks, logos, expressions or other intellectual property belonging in any way to the other Party, its controlled, controlling, affiliate or licensor entities, except for performance of the Agreement and/or Purchase Order, if necessary and only during the effectiveness thereof, provided that express approval has been obtained from the other Party. The Agreement and/or Purchase Order shall not grant to either Party any rights whatsoever in or to any intellectual property (copyright and/or industrial property) belonging to the other Party, and use thereof shall occur in such a way as to recognize the latter as being the sole owner and holder of those rights.
- 22.17 In any case where an approval is necessary, agreed, informed by the Buyer, such stance shall be informed within no later than 10 calendar days from the fact that generated such obligation, under the penalty of being considered tacit acceptance in relation to the approval, agreed, information required.
- 22.18 Hitachi Energy Brazil may transfer or assign, directly or indirectly, all of its rights or obligations under this agreement without the prior written consent of the other party to another legal entity of Hitachi Energy Brazil. This agreement, and the obligations hereunder, shall be binding upon the parties hereto, their successors and permitted assigns.
- 22.19 All agreements between contracting parties must be in writing to be valid. However, the contracting parties recognize the electronic signature (for example, Adobe sign, docuSign or similar that ensures the identification of the issuer and the integrity of the document) applied by authorized persons, as sufficient and binding for the conclusion of the contract and for any documents related to the contract, including, without limitation, documents for which the contract requires written form or which must be signed by the contracting parties.

23 RESOLUTION OF DISPUTES; JURISDICTION

- 23.1 The Parties shall promptly endeavor in good faith to resolve, by direct negotiations, any disputes, controversies, doubts, discrepancies or discussions arising from or related to the Proposal.
- 23.2 These General Conditions of Sale and the Proposal shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil. The United Nations Convention on Contracts for the International Sale of Goods shall not apply under any circumstances whatsoever.
- 23.3 If the dispute cannot be resolved amicably, in accordance with the procedure described in the above clause, it shall be obligatorily and definitively settled through arbitration, to be instituted and processed in accordance with the Rules of the Arbitration and Mediation Center of the Chamber of Commerce Brazil - Canada ("Arbitration Rules"). The Arbitration and Mediation Center of the Brazil - Canada Chamber of Commerce shall be responsible for the administration and correct development of the arbitration procedure, and the language shall be Portuguese.
- 23.4 The Arbitral Tribunal shall be composed of three (3) arbitrators, each party being responsible for choosing its respective arbitrator, in accordance with the provisions of the Arbitration Rules. The arbitrators appointed by the Parties shall jointly choose the name of the third arbitrator, who shall be the chairman of the Arbitral Tribunal in the form of the Arbitration Rules. In the event that the Parties fail to reach a consensus on the definition of the third arbitrator within the period established in the Arbitration Rules, such appointment shall be made by the Arbitration Center.
- 23.5 Without prejudice to the validity of this arbitration clause, the parties elect the courts of the São Paulo / São Paulo State Court, when and if necessary, for the sole purpose of: (i) hearing and prosecuting proceedings arising out of or in connection with this agreement related to causes in which the total value of the Request and / or value under discussion does not exceed R\$ 3,000,000.00 (three million Reais); (ii) obtaining coercive measures or precautionary procedures of a preventive, provisional or permanent nature, as a guarantee for the arbitration proceeding to be initiated or already underway between the Parties and / or to guarantee the existence and effectiveness of the arbitration procedure, without that request imply a

waiver of this arbitration clause; and (iii) to execute any decision or arbitration award, and (iv) to promote other procedures expressly provided for in Law 9,307 / 1996.

23.6 The Parties declare that they are in compliance with the provisions of Clause 22.5, especially item (ii), waiving any possibility of recourse and / or action of measures in order to challenge said clause.

23.7 The arbitration award shall be final and binding on the parties and shall not be subject to homologation or to any appeal before the Judiciary, charging the losing party with all procedural costs and fees.