

## GENERAL PURCHASE CONDITIONS

### 1. General – Scope of Application

- 1.1. Our General Purchase Conditions apply exclusively to all contracts regarding the supply of goods between the Supplier and Anastacio Overseas Inc.
- 1.2. We do not recognize any terms and conditions of the Supplier, especially its general sales conditions deviating from or conflicting with our General Purchase Conditions, unless we have explicitly agreed to their validity in writing or in text form.
- 1.3. Our terms and conditions shall also apply if we unconditionally accept the Supplier's delivery being aware of conflicting or deviating terms and conditions of the Supplier.
- 1.4. All agreements made between us and the Supplier in performance of the delivery of goods by the Supplier shall be set down in writing or in text form.

### 2. Assignment

- 2.1. Without our consent (in writing or in text form), the Supplier may not, in whole or in part, assign any claims to third parties.

### 3. Delivery Date, Delivery and Product Labelling

- 3.1. The Supplier is obliged to inform us in writing or in text form if circumstances occur or become apparent which show that the stipulated delivery time cannot be met.
- 3.2. Unless otherwise explicitly agreed in writing, delivery shall be made in accordance with the Incoterms specified in our order. The Incoterms in their latest version shall apply.
- 3.3. Our unconditional acceptance or Payment of late delivery does not constitute any waiver or four claims for compensation regarding such late delivery.

### 4. Quality Assurance – inspection during contractual execution

- 4.1. The Supplier shall carry out and maintain an effective quality assurance system and shall furnish evidence thereof on request.

### 5. Quality of the goods – inspection and liability for defects

- 5.1. The importer/consignee and/or Anastacio Overseas will inspect the goods within a reasonable time for any quality and quantity deviations and give notice to the Supplier for any deviations; the complaint is timely if received by the Supplier within a period of two weeks from receipt of goods after Customs clearance at port/airport of destination or, in the case of hidden defects, from the time of their discovery.
- 5.2. Our Payment shall not be considered an acknowledgment of a contractual performance of the Supplier.
- 5.3. We are entitled, without reservation, to the statutory warranty claims. We shall be entitled in any event to demand that the Supplier either remedies the defect or delivers an item that is free from defects. The right to claim damages is expressly reserved.
- 5.4. We are entitled to remedy the defect at the expense of the Supplier if the latter is in delay.
- 5.5. The Supplier guarantees that the goods supplied are true to samples and comply with the contractual agreements and the agreed specifications.
- 5.6. Unless any specific quality criteria are agreed, the goods must be of merchantable quality at least.
- 5.7. The Supplier guarantees in particular the authenticity and accuracy of its delivery documents and the accompanying certificates and documents.



- 5.8. As far as the goods are concerned, the Supplier guarantees proper and complete control throughout the production process.
- 5.9. If requested, the Supplier shall be obliged to immediately provide us with the necessary information (official complaints, Customer complaints, etc.) regarding certain goods. The assertion of further claims against the Supplier remains unaffected.
- 5.10. If the subject matter of the Supplier's delivery includes any packaging material used and deployed by us, the Supplier guarantees that no adverse effects on the packaged product occur due to such packaging material. Furthermore, the Supplier guarantees the suitability of the packaging for its actual application.
- 5.11. The Supplier shall pack, label and dispatch the goods with care so that damage during transport is ruled out and safe and efficient transshipment, unloading, storing and dispatching of goods is ensured.

## **6. Product liability – indemnification – third-party liability insurance**

- 6.1. If the Supplier is responsible for the damage caused by the products, it shall be obliged to hold us free and harmless on our first request from any third-party claims, provided the reason is within the scope of the Supplier's control and organization.
- 6.2. As part of its liability for damages in accordance with Clause 6.1 the Supplier is also obliged to reimburse us for the expense arising from any recall conducted by us. We will inform the Supplier of the content and scope of the recall measures – as far as possible and reasonable – and give the Supplier the opportunity to make a statement. Any other claims we are entitled to shall remain unaffected.

## **7. Third-party rights**

- 7.1. The Supplier guarantees that, in connection with its delivery, no third-party rights, including intellectual property rights, are violated within the country of destination made known to the Supplier.
- 7.2. If we are held liable by a third party for an infringement pursuant to Clause 7.1., the Supplier shall be obliged to hold us free and harmless on first written demand from such claims; we are not authorized to make any agreements specially to conclude a settlement, with the third party without the prior written consent of the Supplier.
- 7.3. The indemnification obligation shall also apply to any costs of an appropriate legal defense incurred by us in connection with the claim of a third party.

## **8. Retention of title**

- 8.1. We do not recognize any retention of title by the Supplier.

## **9. Governing law – place of jurisdiction**

- 9.1. The laws of the Federal Republic of Brazil shall apply, except for its rules regarding the conflict of laws. However, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be applicable.
- 9.2. The place of jurisdiction is São Paulo, however, we are entitled to sue the Supplier at the court responsible for its registered office. The language of Arbitration shall be English and Portuguese. The arbitration award will be final and binding on both parties.

### **Anastacio Overseas Inc.**

Calle Aquilino de la Guardia, no. 8 -  
Apartado Postal – 0823-02435  
Republica de Panamá  
RUC (= TAX Id.): 1555882287-2-2014