

# ALTUS SISTEMAS DE AUTOMAÇÃO S.A.

## General Supplying Conditions for Exports (Rev. XIII – 29/09/2023)

### 1 – Prices

The prices specified on the proposals are EX-Works.

### 2 – Shipping

The prices stated on the proposal are EXW - São Leopoldo, Brazil, Rio Grande do Sul, where Altus Headquarters is located.

The customer is responsible, on their Purchase Order (PO), for specifying the way of transportation of the goods and a freight forwarder, covering Altus Headquarters to the delivery site.

Any delays, damage or loss caused by the freight forwarder are not Altus responsibility.

As an exception, through commercial negotiations, Altus may choose to be responsible for transporting the material until delivery to the customer.

The applicable shipping method will be specified for each proposal.

### 3 – Packaging

The price includes the transportation packaging, which is exclusive for road and air transport within a proper weatherproof vehicle/aircraft. Special packages are not included and will be charged separately, if required.

### 4 – Warranty

Altus guarantees its products against evidenced manufacturing failures for 12 (twelve) months from the invoice issuing date. This warranty is given as factory repair service, which means, while using the product on its application, in case of failure within the warranty time, the equipment must be shipped to Altus manufacturing facility, in São Leopoldo, Rio Grande do Sul, Brazil, with all freight and insurance expenses paid by the customer. The warranty will be automatically suspended in the case where any modification is performed in the product by unauthorized personnel without Altus pre-approval, characterized by the removal of the equipment original warranty seal. Altus will not take responsibility for any repair or replacement costs, due to failures caused by external factors, such as product misuse, as well as fortuitous events or force majeure. After the repair service, Altus will ship the equipment at customer's expenses.

### 5 – Proposal Validity

Each proposal has a validity time, specified as a deadline. After the deadline expiration, the commercial conditions must be formally reconfirmed by Altus.

### 6 – Delivery Date

6.1. The delivery date stated on the proposal is an estimation, which shall be confirmed at the time the purchase order is placed.

6.2. Delivery date will be counted only after formal customer's acceptance to the proposal terms. If the proposal states an anticipation installment, it must be carried out in Altus favor, until the billing document due date, after the customer's acceptance.

6.3. If customer delays any intermediate installments of the supply agreement, Altus reserves the right to review the previously agreed delivery date.

6.4. If there is any project approval intermediary event, drawings, manuals, software screens, algorithms and/or flowcharts, as well as any other document that requests approval and/or customer's clearance, a ten-day deadline will be taken into consideration to be counted after Altus issuing date. Within this deadline, in the case of customer's absence of response, Altus will consider this event as full documentation acceptance with all proper clearance of the related agreement events.

6.5. In the case, when the customer requires or causes any agreement scope modification, Altus will have the right to present a new proposal.

### 7 – Contractual Adjustments

The presented prices reflect a financial and economical balance, between the service and the counter-service, on issuing date of the proposal.

7.1. For deliveries within 12 months from the proposal issuing date:

Prices are fixed and can be renegotiated in the occurrence of a significant change in the inflation rates of the economy, considering that both parties recognize it. In this case, the financial and economical balance of the contract must be reestablished, upon an agreed negotiated index.

7.2. For deliveries longer than 12 months from the proposal issuing date:

The values will be adjusted by Brazilian IGP-M/FGV financial index in accordance to the reference date of the proposal prices.

### 8 – Payment Terms

The prices are net and have to be paid on the date of the issuing event, as foreseen on the proposal. For longer term payments, the financial cost must be negotiated between Altus and the customer at the moment of the confirmation of the order, which will correspond to the financial cost related to the given credit. In case of anticipation installment, it should be paid in up to 7 days after the formal acceptance of the proposal.

We would like to inform that Altus uses the OUR mode for bank transfers (financial remittances), which means that the orders must arrive without charge, and with the amount equal to the invoice/proforma. In case we do not receive the full amount, Altus may charge any differences arising from bank fees.

### 9 – Payment Delays

For payment delays, there will be a fine of 2% (two percent) over the delayed value, and an interest surplus of 3% (three percent) per month, from the date of the missed payment until the effective payment

After 7 (Seven) days of payment delay, Altus will seek appropriate legal action in order to have the defaults issue solved.

If there is any delay in anticipation installments

payments, Altus will have no liability over any obligations related to the associated supply, regardless of any previous notification of the customer.

### 10 – Extension, Cancellation or Return

#### 10.1. Extension

If an extension of the delivery date is requested by customer, ALTUS reserves the right to present the costs for this extension and get refunded.

#### 10.2. Cancellation

If customer requests the order cancellation, ALTUS will present all incurred costs to customer in order to be refunded with an additional fine of 1% on the order total value.

If customer paid installments in advance, this amount will be discounted to cover all related costs. The balance will remain fixed as a credit for future business between ALTUS and the customer.

The deadline for cancellations is 02 (two) months, counted from the issuing proforma invoice date.

#### 10.3. Return

If by any reason the supplied products are returned, regardless of any fault or quality issue or quantity that make them inadequate or unsuitable for use and also lower their value, customer will afford the full value of the products stated on the proposal, with no prejudice of eventual losses and damages, with a predefined interest rate of 1% per month and, if applicable, legal costs and attorney fees. ALTUS has the right, at its sole discretion, in cases of returns with no justified reason of any supplied products, to charge customer a 10% fine on the total amount of goods that ALTUS agrees to take back, in accordance to the proposal.

The deadline for returns is 02 (two) months, to be counted from the issuing date of the commercial invoice.

### 11 – Software Application License Supply

a) It is understood as Application Software, all project details, algorithms, specifications, and manuals development, implementation, testing and final documentation for any kind of supplied hardware. The prices related to this item include only services that have been done at Altus facilities.

b) In the case of software that needs field installation, it is recommended this service to be ordered separately. If the field service is not acquired, ALTUS will not be responsible for any software field installation issues.

c) According to Brazilian law 4th Clause of Law nº 9.609/98 that refers to computer software intellectual property and its commercialization in the country, ALTUS stands as the owner of the rights of any supplied software to the customer under a contract between both parties.

d) ALTUS authorizes customer to use the licensed software, exclusively in the system which it was supplied with, not allowing the customer to under any circumstances reproduce it or change it. It is also forbidden the

use in other systems that have not been initially predicted or even its transference, sub-license, lending or commercialization, without ALTUS previous approval.

e) ALTUS will remain as the exclusive owner of the licensed software. Any identification elements, as well as warnings and rights reservation statements in the software must be kept by customer.

f) In the case of an eventual supply of software source code, customer shall keep secrecy about its content for ten years, without the right to disclose it or make it available to a third party.

## **12 – Industrial Automation and Engineering Service Supply**

It is understood as Industrial Automation and Engineering Service the following activities:

a) Basic Engineering: Specification of equipment and necessary services to develop an engineering solution to the customer. The specification allows various solutions alternatives.

b) Industrial Assembly Supervision: Verification and test of electrical installation made by the customer prior commissioning.

c) Special Electric Panels Project and Assembly.

d) Commissioning: Installation, test and necessary adjustments to meet specifications (see item 14).

e) Follow-Up and Optimization: Support to maintenance and execution of improvements to original specifications after Commissioning.

f) Systems Training: Courses covering operation, maintenance and system projects produced by ALTUS and project tools to be used by customers.

g) Consultancy: Activities with the customer to help with ALTUS equipment use.

h) Engineering Documentation: Contains all considerations that have been used in the development of a system made by ALTUS.

## **13 – Electric Panels**

a) When Electric Panels are supplied, they are considered as a project, therefore, all documentation and assembly are standardized by ALTUS. Any specific necessity, such as: special painting, special drawing standards, components supplied by one unique supplier that has been standardized by the customer, etc., will result in price and deadline changes.

b) The prices set for Electric Panels include the supply of the file in digital format for approval and observations. After the approval, the final version of the file in digital format will be supplied.

## **14 – Field Services**

a) These services are the ones that are done out of ALTUS facilities and linked to the supply of equipments or any service contract between ALTUS and the customer.

b) To hire these services, a formal and written request by the customer to ALTUS will be made necessary.

c) For every field service, an Activity Report will be issued describing the professionals involved, the tasks related and the hours used. This report will be presented to the customer, or to their indicated representative, for verification and signing, which will imply the acceptance of the services described on it.

d) All field services will be charged on a man-hour basis. A regular man-hour rate is considered when services are done between 8:00 to 17:00 with an one hour interval for lunch from Monday to Friday. For each hour that exceeds the normal working hours, from Monday to Friday and until 19:00 and the first two hours on Saturdays, a 50% surplus will be charged for each hour. On holidays, Sundays, after the first two hours of Saturdays and after 19:00 from Monday to Friday, a surplus of 100% per each hour will be charged in conformity with labor law.

e) The transit time between ALTUS and the customer will be counted as working time in man-hour and presented on the Activities Report.

f) The following expenses will also be charged if not included on the proposal:

f.1) Food expenses;

f.2) Terrestrial expenses;

f.3) Air transportation expenses: customer will be responsible for providing flying tickets on ALTUS technician's name or make a deposit with the amount of the tickets, as an advance installment, under the request occasion;

f.4) Accommodation;

f.5) Other Expenses: any other expenses will be charged together with corresponding man-hour rate on the services billing;

f.6) The adjustment conditions and financial cost for these expenses are stated on items 7, 8, 9 and 10.

g) Customer will be able to choose to provide "f.1", "f.2" and "f.4" costs on their own discretion, since they achieve a minimum standard level (eg.: a 3-star hotel room).

## **15 - Training**

a) ALTUS offers regular courses related to its products, at the headquarters training center and São Paulo. Subscriptions and bookings may be done directly through sales@altus.com.br e-mail address.

b) ALTUS, under request, will provide in-company courses at the customer facilities.

## **16 - Industrial Property**

ALTUS owns all drawings, models or any type of representation of its products, even when supplied to the customer, who will not be authorized to reproduce or give them away to third parties without ALTUS previous written authorization.

## **17 - Responsibility Liability**

In accordance to the current Brazilian Code of Consumer Protection legislation, we inform the following aspects related to safety of personnel and customer's facilities:

a) The equipments manufactured by ALTUS are rugged and trustworthy due to a very strict quality control which they are submitted to. However, industrial control electronic equipments can cause damage to machines or processes controlled by them, in the case of faults on parts or pieces, programming or installation mistakes, could even put human lives in danger.

b) The user should check all possible consequences of these faults and provide additional external safety installations that, if necessary, maintain the systems safety, especially in tests and initial installation.

c) It is extremely necessary to read the manuals

and/or Technical Specifications completely before installation or use of the equipment.

d) ALTUS guarantees that its equipments work in accordance to the descriptions found in the manuals and/or Technical Specifications, but does not guarantee a complete fulfillment of some type of particular application of the equipment.

e) ALTUS will dismiss any other direct or implied warranty especially in cases where the supply is made by a third party.

f) Additional information about the functionality and/or equipment characteristics and ALTUS services must be requested upon a written document. ALTUS will not take responsibility for information on its equipments without formal record.

## **18 - Confidentiality**

The contractor is obliged, by its own will and employees, to keep secrecy of subjects, procedures, technical data, resources, systems, files, software, working methods, operations, researches, market action strategies, customers registrations, commercial subjects, and know-how, as well as any other data, information or document entrusted to the contractor and/or any access given, by any mean, due to the contract, before or after its celebration, or even the contract terms and its attachments (Confidential Information), being obliged not to make Confidential Information available to third parties that are not involved with the services done.

The contractor is obliged, by its own will and representatives to use Confidential Information exclusively for the execution of the foreseen objects of the contract, being extremely forbidden the use in any way or purpose different to what has been dealt on the contract, turning the contractor responsible civil and criminally for eventual actions, unless if previously authorized by the contractor upon a written document.

The obligations of this clause will last for up to 5 (five) years after its extinction, rescission, resiliation or end of contract, by any reason, unless expressively stated in contract in a diverse way.

The contractor takes responsibility, hereby, to take all necessary actions to make partners, associates, legal assistants, employees, representatives and other people that have access to the contract content and information related to the services provided, aware and observe the statements of this clause.

The contractor is obliged, by its own will and representatives, to deal with extreme secrecy the Confidential Information, not being allowed to, under any circumstances, reproduce or use them for purposes that were not previously planned in the contract, or even to reveal them to third parties that are not involved with the provided services and/or advertise them under any way or mean, either not using on their own advantage or third party, without previous authorization upon documentation written by the Contracted, under penalty and application of legal requirements.

The contractor is obliged to adopt all necessary precautions and measures to comply with all confidentiality obligations assumed by them and their representatives, taking full responsibility by the acts and omissions of their

representatives. Additionally, both parties will be committed to keep all Confidential Information in a safe place, being properly protected against, theft, robbery, damage, loss or non-authorized access. Confidentiality obligations referred to the information listed below will not be applied:

- Information that are public domain at the contract celebration;
- Information that has become as public domain after the contract celebration, but in cases when the contractor did not reveal the information or assisted to such revelation and/or acknowledgement by third parties.
- The contractor can prove to possess the information at the time of the public revelation and that was not directly or indirectly obtained by any of the parties bounded by an obligation or secrecy; and/or
- In case it must be disclosed by the force of law, judicial or administrative proceedings, in a mandatory regime, once the contractor is advised in advance through a written document. Still, in the case of obliged Confidential Information supply, the contractor will only be allowed to provide such Confidential Information if necessary to stick to this requirement, always highlighting the confidentiality of such information to the requesting authority. The Confidential Information revealed in the terms of this paragraph will remain as Confidential Information and, therefore, completely protected in the means of this instrument and/or contract.

#### **19 – Disclosure**

Any information or communication related to the object and to the terms of the contract or even the existence of it, when necessary, will only be delivered to third parties, including, but not only, to authorities, press, organisms and national and international entities, after previous authorization through a document written by the Contracted.

For this clause legal effects, the Contractor should formulate a written request to the Contracted, providing all details of their intention, giving them the right to accept the order or not, completely or partially.

The non-compliance by the Contractor on what is stated in this clause, will give the Contracted the right to consider the contract breached, independent to any notification, applying penalties hereby agreed and to the judicial commercial procedure.

#### **20 - Production Regime Notification**

Each product's production regime depend on technological evolution factors, electric-electronic components and semiconductors availability and specific quality aspects. When a component available in the market is discontinued or some other occurrence prevents the production process quality to be achieved, the product's production regime could be changed. Therefore, in case the product(s) in the proposal is(are) with a regime different than active, Altus includes the notification letter's code in the description. For more information, such as minimum production batch, or deadlines, Altus commercial or support team should be contacted through the available communication channels.

#### **21 – Contact Us**

Altus can be contacted for compliments, suggestions, complaints or reports through the following e-mail address:

ouvidoria@altus.com.br. This communication channel preserves the confidentiality of the person that originated the contact.

#### **22 – Corruption Prevention Policy**

Altus, in the performance of its activities is subject to Brazilian Law 12.846/2013 and Federal Statute 8.420/2015, which states administrative and civil responsibility minutes in regards to acts against public administration, domestic or international, since corruption is a social phenomenon which has been causing relevant negative economic effects over society, and Altus Sistemas de Automação S/A, in pursuit of ensuring integrity in relations with all its stakeholders, created and adopted a Corruption Prevention Policy which establishes basic principles and standards which guides the behavior of stakeholders as integrated part of the company, as well as their commitment to the company during the services provided. The Corruption Prevention Policy is part of Altus principles and all its established statements must be followed by stakeholders, who also must be committed to its premises as well as its standards.

Our Corruption Prevention Policy is available for download on our website:  
<http://www.altus.com.br>.

#### **23 – Warning**

If billing occurs for a company based in Brazil, Altus General Supply Conditions for the domestic market, established in accordance with Brazilian tax legislation, will become effective. If this is the case, please request the Brazilian domestic market General Supply Conditions (CGF – Condições Gerais de Fornecimento) to a member of Altus team.

#### **24 – ALTUS Addresses**

HEADQUARTERS AND FACTORY (SÃO LEOPOLDO):

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#### **25 – Not Hiring ALTUS Professionals**

During the commercial operation and for a period of 12 (twelve) months after its definitive and full termination, the Customer may not hire, directly or indirectly (through third parties), ALTUS partner(s), employee(s), intern(s) and/or service provider(s) who, directly or indirectly, participated in the services provision and/or in the product object supply of this instrument or with whom they had any contact, nor make them a job offer,

In the event of non-compliance with this obligation of not hiring staff with direct connections to Altus, as mentioned previously, the Customer will be liable to compensate ALTUS in the equivalent of 36 (thirty-six) times the last payment received by the partner(s), employees(s), intern(s) and/or service provider(s) harassed and/or removed from ALTUS team, without damage to the possibility of resolving the business relationship and compensation for losses and damages arising therefrom. The penalty amount calculated will be updated according to the IGP/M/FGV Brazilian Indexes until the moment of its effective payment.

**Rev. XIII**

**29/09/2023**