

## General Terms and Conditions of Service of STEINERT Latinoamericana

As of: April 2026

### 1. Subject matter

**1.1** These General Terms and Conditions of Service govern the legal relationship between Steinert Latinoamericana or an affiliated company within the meaning of the laws of the Federative Republic of Brazil ("**Steinert**", "**we**" or "**us**") and our customers ("**Customers**"), (Customer and Steinert jointly referred to as "**Parties**" and individually also referred to as "**Party**"), with regard to our maintenance and inspection of machines, our provision of remote support and other services ("**Services**").

**1.2** The General Terms and Conditions of Service shall apply to all current and future individual contracts with the Customer for the provision of Services by Steinert. This shall apply in particular to future individual contracts with the Customer, including where this is not expressly stated. Any general terms and conditions of the Customer that deviate from or supplement the provisions of these General Terms and Conditions of Service shall not become part of the contract, in particular and without limitation the Customer's general terms and conditions of purchase.

**1.3** An individual contract shall be concluded upon signing of a service certificate by both Parties ("Purchase Order"). In the event of any conflicting provisions, the provisions of the Purchase Order shall take precedence over the provisions of these General Terms and Conditions of Service.

### 2. Steinert's Services

**2.1** The Services relate exclusively to the machine described in more detail in the Purchase Order, which the Customer has purchased from Steinert pursuant to a separate agreement ("**Machine**").

**2.2** This Agreement shall be governed by the laws of the Federative Republic of Brazil, which shall have jurisdiction to settle any disputes arising from this instrument, with the express waiver of any other jurisdiction and include the

- (a) maintenance of the Machine in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.**,
- (b) inspection of the Machine in accordance with Section 0,
- (c) provision of remote support in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** and
- (d) training and other services defined in more detail in the Purchase Order (e.g. optimization).

**2.3** Steinert shall only provide services that go beyond the scope of Services specified in Sections 0, 0, **Fehler! Verweisquelle konnte nicht gefunden werden.**, 0 and **Fehler! Verweisquelle konnte nicht gefunden werden.** based on a separate agreement between the Parties.

### 3. Maintenance of the Machine

**3.1** Steinert shall undertake the necessary maintenance for the Machine specified in the Purchase Order in accordance with the manufacturer's specifications documented in the user manual. The Services provided by Steinert for the maintenance of the Machine include the following:

- a. inspection of the Machine in accordance with Section 4;
- b. safety checks in accordance with Section 3.2;
- c. functional tests in accordance with Section 3.3;
- d. adjustment and lubrication work in accordance with Section 3.4; and
- e. minor repairs in accordance with Section 3.5.

Steinert shall prepare an inspection report to document the work carried out. The customer shall file the original of the inspection report in the inspection logbook of the respective Machine.

**3.2** Steinert will support the customer in fulfilling their obligation to regularly check the safety of their machines in accordance with applicable laws (in particular the provisions of the German Ordinance on Industrial Safety and Health ("**Betriebssicherheitsverordnung, BetrSichV**") in conjunction with the relevant DIN standards).

Steinert provides the following services for this purpose, unless expressly agreed otherwise in the Purchase Order:

- (a) inspection of the Machine based on the information in the operating instructions with regard to identity;
- (b) inspection of the condition of components and equipment with regard to damage such as wear, corrosion or other changes (in accordance with the checklist or the manufacturer's instructions);
- (c) check for completeness and effectiveness of the safety devices;

- (d) check for completeness of labelling and signage of the most important system components;
- (e) documentation of the test results in the test report; any defects found are documented in the test report;
- (f) decision as to whether a follow-up inspection is required and
- (g) advice from the service technicians regarding the measures to be taken.

**3.3** The functional tests described in detail by Steinert in the Purchase Order include the following services:

- (a) checking the function and setting of the electrical, mechanical, pneumatic and mechatronic systems (e.g. the valve strips, splitters and conveyor belts);
- (b) checking the function and setting of the electrical and mechanical functions of the control units, sensors and actuators of the system (e.g. laser, colour camera, etc.) and
- (c) checking the firing processes & times (if applicable).

**3.4** The adjustment and greasing work described in more detail by Steinert in the Purchase Order shall include the following services, insofar as these are required:

- (a) Re-adjustment and setting of the electrical, mechanical, pneumatic and mechatronic systems (e.g. the valve strips, splitters, conveyor belts);
- (b) adjusting and readjusting the electrical and mechanical functions of the control units, sensors and actuators of the system (e.g. laser, colour camera, etc.) and
- (c) lubricating and adjusting mechanically moving parts of the system such as drives, conveyor belts, guide rollers, pole drums, etc.

**3.5** Steinert shall carry out minor repairs and the replacement of components to the extent that they do not significantly impair the progress of the maintenance work in terms of time and do not lead to an extension of the agreed number of days on site ("**Minor Repairs**"). The progress of the maintenance is not significantly impaired in terms of time if the previously scheduled duration of the maintenance is not exceeded by more than 5%, but by a maximum of thirty (30) minutes. Minor Repairs shall be carried out within the flat-rate maintenance fee, in particular if a logical sequence or logical result of the maintenance would not be expected if the parts were not replaced. The Customer shall provide the necessary spare parts.

### 4. Inspection of the Machine

**4.1** In the event that the Customer commissions Steinert to inspect the Machine, Steinert shall be responsible for a purely visual inspection including

- (a) checking the safety equipment in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** and
- (b) carrying out the functional tests in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.**

**4.2** Lubrication, adjustment, and Minor Repair work pursuant to Sections 3.4 and 3.5 are not part of the inspection service owed.

**4.3** Steinert shall prepare an inspection report to document the work carried out. The customer shall file the original of the inspection report in the inspection logbook of the respective Machine.

### 5. Exclusion of services

The Services of maintenance or inspection offered by Steinert do in particular not include the following:

- (a) inspection of electrical systems in accordance with German Social Accident Insurance ("**Deutsche Gesetzliche Unfallversicherung, DGUV**") Regulation 3, unless expressly agreed otherwise in the Purchase Order;
- (b) any official inspections, to the extent that these result from the utilisation of the systems;
- (c) cleaning work on e.g. conveyor belts, peripheral machines, magnets or other system parts, and
- (d) optimisation activities.

### 6. Optimizations

If the customer commissions Steinert to optimize the machine, Steinert owes the attempt at optimization. The services provided by Steinert as part of the optimisation test include the following services:

- (a) Analysis of existing sorting processes, technologies, requirements and the material to be sorted

- (b) Identification of optimization potentials
- (c) Development and implementation of optimization solutions (e.g. software adaptations, creation of new programs, sensor calibration, mechatronic settings)
- (d) Execution of test runs and validation of optimization

The Contractor cannot give an absolute assurance regarding the success of the optimization if the technical and procedural framework conditions are not given or limited. In such cases, the Contractor will point out the existing limitations and the possible optimization options.

#### 7. Remote support

In the event that the Client commissions Steinert with the provision of remote support, the following provisions of Sections 0 to 0 shall apply.

**7.1** Steinert shall provide the remote support in accordance with the service and response times defined in more detail in the Purchase Order.

**7.2** The utilization of remote support requires that there is at least one Purchase Order between the Customer and Steinert for ongoing maintenance in accordance with Section 0 in conjunction with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** including recurring testing for mechanics and control technology, so that documentation of the current actual condition of the Machine is ensured.

**7.3** The Services provided by Steinert as part of remote support include

- (a) remote diagnosis in the event of malfunctions, either by telephone or via an access option set up in accordance with Section **Fehler! Verweisquelle konnte nicht gefunden werden.** of these General Terms and Conditions of Service;
- (b) support and advice on the operation of the Machine;
- (c) support and advice on the identification of defects and spare parts;
- (d) support and advice in the event of malfunctions of the Machine;
- (e) analysis of machine data for trend & error detection;
- (f) analysis of machine data to optimize production processes;
- (g) creation of software back-ups, where technically possible;
- (h) customer-specific programme optimization, where technically possible; and
- (i) other services defined in more detail in the Purchase Order.

**7.4** The services owed within the scope of remote support do not include the following services in particular:

- (a) on-site optimisations and
- (b) determination of machine designs.

**7.5** The Customer shall ensure that only expert personnel trained in the operation of the systems are available as contact persons for Steinert's remote support. The Customer is required to submit all enquiries with a precise description of the malfunction, the circumstances of the occurrence and the consequences of the malfunction and to use common communication media approved by Steinert (e.g. e-mail) for this purpose.

The Customer must provide at least the following information:

- (a) specification of the machine number or serial number;
- (b) specification of the time of occurrence of the fault and
- (c) provision of image and sound material, as far as permissible;

**7.6** The Customer shall enable Steinert to carry out the Services via VPN. In addition, Section 0 shall apply.

**7.7** Steinert shall charge a one-off setup fee as specified in the Purchase Order. The setup fee includes the necessary components, the setup of the remote maintenance access and the necessary licenses for Steinert's server as well as the training of Steinert's service technicians on the Customer's system control. Steinert also charges the Customer a monthly flat rate for the provision of remote support.

**7.8** Any specific consulting services utilized in the context of remote support shall be remunerated on a time and material basis at Steinert's agreed daily rates and in accordance with the provisions of the Purchase Order, unless the Parties have expressly agreed a fixed price. The same shall apply to time spent by Steinert on travelling and on-site consulting, in the event that the Parties agree on an on-site assignment by Steinert in individual cases. The Customer shall reimburse expenses (e.g. accommodation and travelling expenses) against proof in accordance with its travel expenses policy. To the extent that the Purchase Order does not specify the remuneration in whole or in part, Steinert's price lists valid at the time of conclusion of the Purchase Order shall apply.

**7.9** The Customer shall pay the agreed remuneration for the provision of remote support monthly in advance. Invoicing for the specific remote support consultancy services used, as well as time spent travelling and on-site consultancy, in the event that an on-site assignment is contractually agreed in individual cases, shall be made via a monthly invoice in arrears. The invoice

shall be accompanied by corresponding proof of the Services utilized. In addition, Section **Fehler! Verweisquelle konnte nicht gefunden werden.** shall apply.

#### 8. General requirements for the Service

**8.1** Steinert shall provide the Services owed with the diligence of a prudent businessman. Steinert shall comply with statutory requirements for the Services and take into account relevant norms and standards in the version applicable at the time the offer is made.

**8.2** Unless expressly agreed otherwise in the Purchase Order, Steinert shall provide the Services in Portuguese or English at its discretion.

**8.3** To the extent that Steinert's Services include the support of the Customer in the procurement of hardware, software and/or other products, the selection of the third-party product and its acquisition shall be the sole responsibility of the Customer, unless expressly agreed otherwise in the Purchase Order. Steinert shall not assume any warranty or guarantee for these third-party products.

#### 9. Cross-border services

**9.1** The Parties undertake to comply with the provisions of foreign trade law applicable to the provision of the Services as well as the provisions of U.S. law on export controls and sanctions that do not violate EU law.

**9.2** The Customer shall be responsible for the foreign trade law classification of hardware, software or technology (hereinafter referred to as "goods") required for the cross-border fulfilment of the Purchase Order; this shall also apply if Steinert exports such goods for the Customer as part of the provision of Services. The same shall apply to the application for any necessary foreign trade licenses. Steinert shall provide support with the classification and application, to the extent that Steinert has relevant information for the classification or application. To the extent the Customer provides Steinert with its own goods, it shall inform Steinert prior to provision if the goods are controlled under foreign trade law.

**9.3** Any delays resulting from the absence of a necessary foreign trade license shall not be at Steinert's expense, provided that Steinert is not responsible for such failure; performance deadlines and dates shall be extended or postponed accordingly.

**9.4** The Customer shall bear any customs duties, fees and other charges incurred for cross-border services in addition to the agreed remuneration.

**9.5** Subject to Section **Fehler! Verweisquelle konnte nicht gefunden werden.** below, each Party shall compensate the other Party for any damage incurred by the other Party due to a breach of the obligations specified in this Section **Fehler! Verweisquelle konnte nicht gefunden werden.** This shall not apply if the Party against whom a claim is made is not responsible for the breach of duty.

#### 10. Performance times

**10.1** Performance dates and deadlines shall only be binding if they are expressly designated as binding in the Purchase Order or if it is otherwise apparent from the circumstances that the dates and deadlines agreed in the Purchase Order are to be binding.

**10.2** Steinert shall provide the Services from Monday to Friday (9 a.m. to 5 p.m.), except on public holidays and customary non-working days at the location of the respective service provision as well as on 24 and 31 December, unless expressly otherwise agreed in the Purchase Order.

**10.3** If the Customer cancels or postpones agreed dates at short notice, i.e. less than seven (7) days within Brazil and less than fourteen (14) days for assignments abroad, Steinert reserves the right to charge a processing fee of R\$ 2,500.00 (two thousand five hundred Brazilian reais), in addition to full reimbursement of any expenses already incurred for the proper execution of the service as scheduled.

#### 11. Customer's cooperation obligations

**11.1** The Customer shall fulfil its duties of cooperation as required or useful for the provision of Services by Steinert. In particular, the Customer shall inform Steinert in good time in writing of all circumstances relevant to the provision of the Services. This includes information about operational processes and their organization, IT infrastructure and relevant internal guidelines of the Customer. For the avoidance of doubt, Steinert shall only owe services that go beyond the scope commissioned in the Purchase Order following a corresponding written amendment agreement.

**11.2** In order to support Steinert in the provision of the Services agreed in the Purchase Order, the Customer shall in particular

- (a) support Steinert in every respect in the elimination of errors;
- (b) grant Steinert unhindered access to the Machines;
- (c) provide suitable materials or test data at Steinert's request in the event that tests are required;
- (d) inform Steinert in writing of any change to the machine configuration and installation and the location where the Machine is installed ("**Installation site**"). Steinert may refuse to continue maintenance at the new Installation site for objective reasons.

**11.3** In the event that the Customer does not fulfil its cooperation obligations, Steinert shall be released from the provision of the Services for which the obligation to cooperate is necessary to the extent that Steinert cannot provide the Services due to the non-fulfilment of the respective obligation.

**11.4** In the event that the Customer engages a third party to fulfil its cooperation obligations, the Customer shall be liable to Steinert for the fault of the third party in the same way as for its own fault. In the event of a culpable breach of the cooperation obligation, the Customer shall compensate Steinert for the resulting damage, e.g. downtime costs. Further rights of Steinert shall remain unaffected.

## 12. Subcontractors

**12.1** Steinert is entitled to engage subcontractors to fulfil its obligations.

**12.2** The CONTRACTED PARTY may subcontract third parties for the performance of the services, remaining liable solely for the supervision of such subcontractors. The CONTRACTED PARTY shall not be held liable for acts, omissions, or failures of the subcontractors arising from circumstances beyond its direct control or unrelated to the fulfilment of the contract's purpose.

## 13. Force majeure

**13.1** Any defective performance or non-performance shall not be deemed a breach of contract if it is due to unavoidable events of force majeure, in particular earthquakes, floods, water ingress, fire, explosions, power failures, embargoes, government restrictions, riots, terrorist attacks, wars or other military actions, civil unrest, rebellions, vandalism, sabotage, strikes in own or supplier companies, sanctions and epidemics (including pandemics) to the extent that a risk level of at least "moderate" is determined by the Robert Koch Institute, or other reasons for which the Party is not responsible ("**Force Majeure**"). The obligations of the affected Party shall be suspended to the extent that they are affected by Force Majeure, provided that the affected Party (a) immediately notifies the other Party with a precise statement of the reasons and (b) endeavors to find reasonable temporary bridging measures or alternatives.

**13.2** As long as the Force Majeure persists, the time for performance shall be extended by the duration of the delay due to Force Majeure. The payment obligations of the Customer for the affected Services shall be suspended for the duration of the Force Majeure.

**13.3** Either Party may terminate a Purchase Order in writing in the event of Force Majeure if there are reasonable factual indications that the impediment to performance will last for more than ninety (90) days.

## 14. Remuneration

**14.1** In the event that the Purchase Order does not specify the remuneration in whole or in part, our price lists valid at the time of conclusion of the Purchase Order shall apply. All prices are net prices. The Customer must pay the applicable VAT in addition.

**14.2** Unless expressly agreed otherwise in the Purchase Order, the Customer shall pay the agreed remuneration for the Services in each case after Steinert has provided the Services. Notwithstanding sentence 1, the Customer shall pay the agreed remuneration for the provision of remote support pursuant to Section **Fehler! Verweisquelle konnte nicht gefunden werden**. monthly in advance, unless expressly agreed otherwise in the Purchase Order.

**14.3** Additional services, e.g. training or other services pursuant to Section 0), shall be invoiced separately and monthly in arrears.

**14.4** The remuneration claims are due upon receipt of the invoice and must be fulfilled within thirty (30) days of receipt of the invoice, unless expressly agreed otherwise in the Purchase Order.

**14.5** The contracted amounts shall be adjusted annually, starting from the date of execution of this agreement, based on the positive variation of the IPCA/IGPM index, or any other official index that may replace it, at the discretion of the CONTRACTED PARTY, provided it reflects the economic and financial balance of the agreement.

In particular, we shall be entitled to adjust the remuneration (i) in the event of cost increases due to changes in the law (e.g. changed or additional taxes or

duties), significant decisions by competent authorities or decisions by courts which have a direct or indirect reference to Steinert's performance and (ii) due to significantly changing market conditions, i.e. in the event of significant changes in procurement costs which Steinert cannot influence. This concerns, for example, costs for maintenance by third Parties, material costs, wage and ancillary wage costs including rental and temporary labour costs, services from third Parties, as well as other unforeseeable changes in the market (e.g. scarcity of natural resources). In particular, this includes the case that a manufacturer of the Machines used by the Customer or a sub-supplier of Steinert files for insolvency or insolvency proceedings are opened against its assets or the opening of such proceedings is rejected for lack of assets, and the price bases for Steinert change due to necessary replacement solutions (e.g. commissioning of a new sub-supplier).

The following conditions must be observed:

- (a) An intended price adjustment shall be notified to the Customer in text form at least six (6) weeks before the price adjustment takes effect.
- (b) In the event that a price increase of more than three point five per cent (3.5%) p.a. is to be implemented, the Customer shall have the right to object to the price increase in text form within four (4) weeks of receipt of the notification; in the event of a timely objection, the respective Purchase Order shall end at the end of the current contract period; there shall be no automatic renewal pursuant to Section 0. If no objection is made in due time, the price increase shall enter into force on the announced date.

## 15. Limitations of liability

**15.1** We are liable without limitation for damages resulting from injury to life, limb or health based on an intentional or negligent breach of duty by us, a legal representative or vicarious agent. We are also liable without limitation for other damages that are based on an intentional or grossly negligent breach of duty by us, a legal representative or vicarious agent.

**15.2** We shall only be liable for simple negligence in case of a breach of an obligation which is fundamental to the proper performance of the contract and on the fulfilment of which the Customer relies and may rely (cardinal obligation). In these cases, our liability shall be limited to the typical and foreseeable damage.

**15.3** In the event that we are in breach of a cardinal obligation through simple negligence, liability shall be limited to the maximum amount of the contract value (net) or one year's remuneration (net), whichever is lower.

**15.4** Otherwise, our liability shall be excluded, in particular to the extent that we are not at fault.

**15.5** Limitations and exclusions of liability in accordance with this Section **Fehler! Verweisquelle konnte nicht gefunden werden**. shall not affect our liability in accordance with the mandatory statutory provisions of the German Product Liability Act ("**Produkthaftungsgesetz, ProdHaftG**"), due to the fraudulent concealment of a defect and the assumption of a guarantee for the quality of an item.

**15.6** This Section **Fehler! Verweisquelle konnte nicht gefunden werden**. shall also apply in favor of our vicarious agents.

## 16. Data protection

**16.1** The parties agree to process any personal data obtained under this agreement in compliance with Law No. 13,709/18 (LGPD), adopting reasonable security measures. Each party shall be responsible for security incidents resulting from its own conduct, and the CONTRACTED PARTY shall not be held liable for breaches attributable to the CLIENT or third parties under the CLIENT's responsibility.

**16.2** The technical and organizational measures taken by us as a data processor based in the European Union to protect the data comply with the strict requirements of the GDPR and are described at [www.steinert.de/privacy]. The Customer is advised that data security for data transmissions in open networks such as the Internet cannot be guaranteed according to the current state of the art. The Customer is responsible for the security of data transmitted by the Customer via the Internet.

**16.3** If further data protection requirements apply to the Customer or us, in particular in accordance with the data protection law applicable locally to the Customer, the Customer must inform us of these requirements in text form (e.g. e-mail) and conclude any necessary additional agreements with us.

**16.4** We are also authorised to process the data processed when providing the Services for the Customer for our own purposes, in particular for billing purposes, to improve the Services and to provide other value-added services. We will not pass on the Customer's data for use by third Parties.

**17. Duty of confidentiality and retention**

**17.1** The Customer undertakes to properly store all information received from us and to treat it as strictly confidential and to use it exclusively on the basis of and in accordance with the contractual relationship and to protect it from unauthorised access by third parties. This applies in particular to confidential information (e.g. inventions, ideas, know-how, concepts, specifications, process plans, commercial information and IT security measures such as access protection, passwords, data, algorithms, computer programmes, documents with software source code, network connections, etc.).

**17.2** Unauthorized third parties are all persons other than (i) our own employees, attorneys, agents and consultants and (ii) affiliated companies and their employees, attorneys, agents and consultants who need to know confidential information in connection with the business purpose and who have previously undertaken to comply with confidentiality obligations that are no less strict than those set out in these General Terms and Conditions of Service.

**17.3** The Customer shall protect confidential information from us with at least the same or even a greater degree of care (but at least the care of a conscientious businessman) that he himself uses to protect his own confidential information.

**17.4** The aforementioned confidentiality obligations shall not apply to information that

- (a) is already publicly available at the time of receipt, or
- (b) becomes publicly known at a later date through no fault of the Customer, or
- (c) was demonstrably already known to the Customer prior to disclosure by us, or
- (d) is lawfully obtained by the Customer from a third party without any obligation of confidentiality, or
- (e) has been demonstrably developed independently by the Customer.

**17.5** Notwithstanding the foregoing provisions, the Customer shall be entitled to fulfil its statutory disclosure obligations also with regard to the protected information. In this case, the Customer shall - to the extent possible and legally permissible - notify us prior to such disclosure and assist us at the Customer's expense if we decide to take action against such disclosure. Any compelled disclosure shall be limited to the absolute minimum necessary and shall be subject to confidentiality to the extent possible.

**17.6** We undertake to maintain secrecy about all confidential processes of which we become aware in the course of the preparation, execution and fulfilment of the contractual relationship, in particular business or trade secrets of the Customer, and not to pass them on or exploit them in any other way. This applies to any unauthorized third parties, i.e. also to unauthorized employees of both us and the Customer, unless the disclosure of information is necessary for the proper fulfilment of the contractual obligations. In cases of doubt, we shall obtain the Customer's consent prior to such disclosure.

**17.7** The obligation to maintain confidentiality shall continue to apply even after termination of the contractual relationship.

**18. Term and termination**

**18.1** A Purchase Order shall enter into force upon signature by the contracting Parties and shall run for the contract term specified in the Purchase Order.

**18.2** The term of a Purchase Order shall be automatically extended by a further twelve (12) months period unless one Party gives notice of termination to the other Party at least ninety (90) days before the end of the respective term.

**18.3** Either Party may terminate a Purchase Order at any time for good cause. Good cause shall be presumed in particular if

- (a) the fulfilment of the Purchase Order becomes legally or actually impossible or economically unreasonable for reasons for which the terminating Party is not responsible,
- (b) the other Party fails to fulfil its material contractual obligations within a reasonable period of time despite prior warning,
- (c) the fulfilment of the obligations arising from a Purchase Order is jeopardized due to a deterioration in the assets of the other Party. A deterioration of assets shall be deemed to exist in particular if the other Party is repeatedly in default with its performance for more than ten (10) days, or if an enforcement attempt at the other Party was unsuccessful, or
- (d) the Customer is in arrears with an amount corresponding to two monthly payments. The right of termination shall not lapse if the arrears are only partially settled.

**18.4** We are entitled to extraordinary termination of a Purchase Order if the majority or control relationships among the Customer's shareholders change or the Purchase Order is transferred to a legal successor. This shall not apply if such changes are merely the result of reorganization within the Customer's

group, i.e. the majority or control still lies directly or indirectly with the Customer's previous ultimate parent company. The termination period is one (1) month. The Customer must inform us in writing immediately upon becoming aware of such impending changes.

**18.5** All terminations must be made in writing.

**18.6** The Parties undertake to return all documents, papers, records or concepts made available to each other during the term of the contractual relationship upon request and immediately upon termination of the contractual relationship without being requested to do so, or to destroy them (only if instructed to do so by the Party concerned), unless there is a statutory obligation to retain them. This also includes routinely created backup copies (backups), to the extent that their deletion is technically and organizationally possible. In the event that it is not possible to delete such backup copies immediately, they must be protected from access until they are finally deleted and may no longer be used. At the request of a Party, the deletion or destruction must be confirmed in writing.

**19. Applicable law and place of jurisdiction**

**19.1** All legal issues in connection with these General Terms and Conditions of Service, including the conclusion of a Purchase Order, shall be governed exclusively by Brazilian law, to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**19.2** The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Service is Belo Horizonte, Brazil. This shall also apply to disputes concerning tort-based or other non-contractual claims.

**20. Miscellaneous**

**20.1** All amendments and additions to these General Terms and Conditions of Service must be made in writing. There are no ancillary oral or any other side agreements.

**20.2** The Customer's rights of retention and rights to refuse performance are excluded. This shall not apply to rights of retention and rights to refuse performance which are based on claims against Steinert which are undisputed or have been recognized by a binding court ruling (or are ready for judgement) or are synallagmatically linked to Steinert's claim under the same Purchase Order.

**20.3** The Customer's right to offset against Steinert's claims shall be excluded. This shall not apply if the Customer offsets against claims which are undisputed or have been recognized by a binding court ruling (or are ready for judgement) or are synallagmatic linked to Steinert's claim under the same Purchase Order.

**20.4** The invalidity of a provision of these General Terms and Conditions of Service in whole or in part shall not affect the validity of the remaining provisions of the General Terms and Conditions of Service. The Parties shall replace an invalid provision by immediate agreement with a provision that, as far as legally possible, comes closest to the economic purpose of the invalid provision. This shall also apply to any contractual loopholes.

**20.5** The German version of these General Terms and Conditions of Service shall also apply to business relations with foreign customers. The translation into English made available to foreign Customers is solely a special, legally non-binding service provided by Steinert and is intended to improve understanding. In the event of a dispute over the interpretation, the German text shall always take precedence.

STEINERT Latinoamericana Tecnologia de Separação Ltda