

"In these Conditions, "Seller" means Renishaw Latino Americana Ltda.; "Buyer" means a customer who places an order with the Seller which is accepted by the Seller; "Goods" means all items mentioned in the Seller's order confirmation excluding the Services; "Equipment" means the equipment supplied by the Seller as mentioned in the Seller's order confirmation; "Software" means the computer programs supplied by the Seller to the Buyer, whether as part of the Equipment, in connection therewith or separately, which are the subject of a license granted by Seller to Buyer ("License") contained in a document accompanying the Software (whether or not signed by the parties) or incorporated into the Software, but excludes computer programs licensed to Buyer by a third party, and unless otherwise agreed otherwise in writing, Buyer is licensed to use the Software only for its intended purpose; "Services" means any installation, commissioning, calibration, parts programming, training, maintenance or other services provided by Seller as referred to in the confirmation of the Seller's order, and any written description or specification that has been provided to the Buyer ("Service Specifications"); "Final Product" means the final products of any Services as mentioned in the Seller's order confirmation or in the Services Specifications "Intellectual Property Rights" means any registered patents, trademarks, designs and all registration applications thereof, copyright or design rights, or any right that is similar or analogous to any of these anywhere in the world.

#### 1. Execution of the Contract

A. The Seller's sales proposals are set out in these Conditions and do not constitute offers for acceptance. The Buyer's orders do not bind the Seller. The contractual relationship will exist on the date on which the Seller issues a written order confirmation within these Conditions, and the ""Contract"" means the written order confirmation, any other terms or documents referred to in the order confirmation and other terms incorporated by these Conditions. These Conditions prevail over any conditions indicated in the Buyer's order. No other terms, clauses or representations regarding Goods or Services shall apply unless agreed by the Seller in writing. Any variations or exclusions to these Conditions are only valid when in writing and signed by an authorized representative of each party. In case of discrepancy, the License will prevail over these Conditions. In case of contradiction between the Conditions and the Contract, the Contract will prevail over them.

B. The Goods or any part thereof are sold subject to: (i) this Term; ( ii ) the Consumer Rights Defense Code (Law No. 8,078, of September 11, 1990), in the circumstances of the law; and/or ( iii ) the Civil Law Code (Law No. 10,406, of January 10, 2002), in the circumstances of the law.

C. Buyer's cancellation of an order after Seller's acceptance is a breach of contract. The parties agree that when Seller is providing Goods, Services or any part thereof to Buyer as requested, Seller will be suffering loss as a result of such breach. If Buyer cancels the order after acceptance, Buyer agrees to pay Seller for all work performed to fulfill the order and other unavoidable costs incurred, on the date of cancellation, payable in accordance with Seller's invoice for such costs .

D. When the Contract establishes a financial obligation to the Buyer, regardless of the modality chosen, any non-compliance will entitle the Seller to treat the Contract as terminated by the Buyer, and the Seller may invoice the amounts in 1C above.

## 2. Pricing and Payment

A. Unless otherwise agreed in writing, all proposed prices: (i) are from Seller's factory facilities, (ii) exclude any applicable additional tax amount, which will be paid separately; and (iii) are subject to the penalties mentioned in letter "2C" below.

B. Subject to approval by Seller's credit department and unless otherwise agreed in writing, Buyer shall pay Seller's invoices in full (in available funds) within 30 days from the end of the month in which the invoice was dated.

C. The Seller may charge a late payment fine of 2% (two percent) interest on outstanding amounts, plus late payment interest of 1% (one percent) per month, pro rata die, calculated from the due date until that of effective and full payment.

D. All amounts due must be paid without any set-off, counterclaim, deduction or withholding.

## 3. Delivery and Acceptance

A. The Seller's sales proposals are set out in these Conditions and do not constitute offers for acceptance. The Seller is not responsible for compensating the Buyer for damages or other consequences relating to late delivery of the Goods, Services or any part thereof, for any reason or for any direct or indirect loss that may occur.

B. If Seller is unable to deliver all or part of any Goods or Services for any reason not reasonably within Seller's control, the delivery time shall be extended for a period equal to the duration of the excused delay in delivery. If this Clause is applicable, the Seller shall make delivery and the Buyer shall accept and pay for that portion of the Goods and Services to the extent that the Seller is able to make delivery under the Contract.

C. Seller shall be responsible for delivering the Goods in one or more shipments or consignments, unless otherwise expressly agreed between the parties. In cases where delivery is made in one or more consignments or consignments, each consignment or consignment shall be considered to be made under a separate contract and may be invoiced separately, and the cancellation of other consignments or consignments shall not void or affect the related contracts. to other shipments or consignments.

D. Subject to the terms of the law, delivery must be in accordance with the provisions of the Contract.

E. Where the Buyer is under a duty to collect the Goods from the Seller's premises, this must be done within 7 days of receipt of the Seller's notification that the Goods are ready for collection; otherwise, the Seller may charge the Buyer for the costs arising from the fact that the Buyer did not collect within this period. Where the Seller has arranged for the carriage of the Goods, the Buyer shall be deemed to have received such Goods, except where the Buyer has notified the Seller in writing of the failure to deliver the Goods by the due date for payment of the relevant invoice.

F. If it has been agreed in writing that the Goods are subject to prior inspection by the Buyer, such inspection shall take place at the Seller's premises and, after the Buyer or its representative has inspected and approved the Goods, they shall be definitively found to be in compliance. with the Contract and accepted, and Clause 3H below will not apply to such Goods.

G. For orders comprising only Goods or Services, or Services delivered subsequent to the Goods to which they relate, acceptance of the Goods or Services will be deemed to be within 7 days of the date of delivery. For orders that include Goods and Services that are to be supplied at the same time as the Goods, acceptance of the Goods and Services will be deemed to be on the date the Seller's installation report is signed by the Buyer.

H. If, prior to acceptance, the Buyer has determined satisfactorily and reasonably to the Seller that the Goods do not conform to the Contract, the Buyer's sole remedy shall be limited, at the Seller's option, to replacing the Goods, requesting the price reduction or refund of the purchase price, against the return of the Goods.

#### 4. Property

A. Title to the Goods or Final Products shall not pass to the Buyer until the Seller receives payment in full (in available funds) for the Goods and Services. If the Buyer fails to pay for the Goods and Services on time, then the Seller shall be entitled to immediate return of the Goods and Deliverables (or the documents granted thereto), and the Buyer hereby irrevocably authorizes the Seller to recover the Goods, Final Products or documents and to enter any premises of the Buyer for that purpose. The Seller's search for or retrieval of the Goods, Final Products or documents does not affect the Seller's other legal rights.

#### 5. Default by the Buyer

A. The Seller may, at its discretion, cancel or refuse all deliveries under the Contract if the Buyer: (i) fails to timely pay any amounts due under this or any other contract existing between the Seller and the Buyer (ii) being individual, dies or has been declared bankrupt; (iii) if a company, initiate the bankruptcy and/or extrajudicial or judicial recovery process, or if a liquidator is appointed; (iv) enter into or offer to enter into an agreement or composition with your creditor or creditors; or (v) be in any situation similar or analogous to any of these events, under the laws of any jurisdiction in which Buyer is registered, resides or conducts business.

B. Buyer will immediately notify Seller if items (ii) through (v) above apply and, in the event of death, Buyer's representatives will provide such notification.

#### 6. Defects

A. Subject to the terms of the law, the Seller undertakes to correct, through repair or, at its option, through replacement, defects that, under conditions of normal use, have appeared in the equipment, within a period of :

(i) 12 months; or

(ii) 15 months, if the Buyer is a manufacturer of equipment for resale and the Equipment is an integral part of the manufacturer's equipment, or acquires the Equipment for resale new and unused; or

(iii) within the legal/contractual warranty period for the Equipment or components of the Equipment that is specified in the Seller's order confirmation, purchase offer or documentation accompanying the Equipment,

after (i) shipment of the Equipment or completion of performance of the Services, or (ii) when the Equipment is installed by or on behalf of the Seller, the date on which the Seller's

installation report is signed by the Buyer, or ( iii ) any other date as specified in Seller's order confirmation, purchase offer or documentation accompanying the Equipment, ("warranty start date") and which are solely due to defects in materials or workmanship . Repair or replacement will not benefit from a new warranty period and the original warranty period of 12 or 15 months or other specified period (whichever is applicable) will remain unchanged from the warranty start date.

B. Seller is not responsible for the quality, performance or suitability of any third-party manufactured hardware or third-party licensed software that is independent, external or provided as an option to the Goods. However, Seller will endeavor to pass on to Buyer the benefit of any warranty received by Seller from its supplier.

C. If Buyer notifies Seller that the Software does not perform within specifications for proper use within 90 days (or such other period as defined in Seller's order confirmation, purchase offer, or Software license) after the date warranty commencement, Seller will replace or repair the Software within reasonable notice. No warranty is provided for the accuracy or completeness of any information, text, graphics, links or other items contained in the Software

D. If Buyer notifies Seller that any of the Services or Deliverables were not provided using due care and skill or did not meet any of the Service Specifications within the 90 days (or other period indicated in Seller's order confirmation or the offer to purchase) after delivery, the Seller will perform the relevant Services again within a reasonable time after notification.

E. Repaired or replaced items must be shipped, freight prepaid by Seller, to the address designated by Buyer. "

"H. If the seller does not identify a defect in the Goods or Products, the Seller may charge the Buyer for expenses incurred for analyzing the Goods or Products, by way of technical assistance.

F. Clauses 6A and 6C cease to apply if, after delivery, the Goods or Final Products have been:

- (i) used for any purpose that is not covered by the Seller's instructions for use;
- ( ii ) installed, used or stored differently from the Seller's instructions for use, or not brought to the attention of the Buyer, including when the installation was carried out by persons not authorized by the Seller;
- ( iii ) used with any material, equipment or software that is not covered by the Seller's instructions for use;
- ( iv ) damaged, misused, careless, improperly cleaned or stored, or if their markings or identification numbers have been altered or removed;
- (v) modified and altered in any way without the prior written authorization of Seller;
- (vi) damaged as a result of use or operation after any defect has become evident;
- ( vii ) damaged as a result of failure or fluctuation of electrical power or environmental systems; or

( viii ) damaged as a result of fire, flood, theft, natural disaster, war, terrorism or similar event.

and the Seller may charge the Buyer for any necessary repairs to the Goods or Final Products in such circumstances.

G. The Seller's decision in relation to all matters under Clause 6 and in particular (but without limiting the foregoing) as to the nature and cause of any defect or defective functioning, shall be final and binding on the Buyer.

#### 7. Personalized or bespoke merchandise

A. Where the Goods have been produced or adapted in accordance with designs or configurations specified or supplied by the Buyer, the Buyer represents and warrants to the Seller that:

(i) the Goods as designed or configured do not infringe any third party intellectual property rights;

(ii) the Goods will be fit for the purpose for which they were designed or configured (and as such the Buyer agrees that the Seller shall have no liability for any defective design or configuration supplied by the Buyer); It is

(iii) The Buyer has or will ensure that all necessary tests and analyzes have been made or will be made before the Goods are used to ensure that they have been designed, constructed and are functioning in a manner that is safe and without risk to the health or safety of anyone using or being around the Goods.

B. The Buyer will indemnify the Seller in relation to any actions, lawsuits, demands, charges, interest, costs and expenses that the Seller may incur or incur in relation to all actions brought by third parties, through the allegation of facts that, if are confirmed, indicate non-compliance with the Buyer's representations and warranties contained in this Condition.

#### 8. Provision of Services and use and disposal of Goods

A. Buyer shall: (i) cooperate with Seller in all matters relating to the Services; (ii) provide Seller and its representatives with access to Buyer's facilities as is reasonably necessary to provide the Services ; substantially accurate information as reasonably requested by Seller to provide the Services; (iv) inform Seller of all health and safety rules and regulations and any other reasonable security requirements that apply to Buyer's premises; (v) carry out the type of work necessary to prepare Buyer's premises for the provision of the Services, in accordance with Seller's justified instructions ; and (vi) be solely responsible for assessing and meeting all recommended legislative and health and safety conditions at Buyer's premises to allow the provision of Services.

B. Buyer shall inform all persons using the Goods, or where Buyer is reselling the Goods, of all of Seller's instructions and/or recommendations for use, including those mentioned by reference in Seller's catalogs or brochures, or any other instructions of the Seller communicated to the Buyer. The Buyer shall make reasonable efforts to ensure the availability, in connection with the use of the Goods, of adequate information about the use for which they were designed and any conditions necessary to ensure that their use is carried out safely and without risk to the health.

C. The Buyer will not remove and, when reselling the Goods, will require the purchaser not to remove markings on the Goods that refer to the Seller's instructions and/or recommendations for use.

D. If the Buyer or its acquirer requests any information about the use for which the Goods have been designed or tested, or about the safety and health conditions, when used in work, to comply with any legal requirements on hygiene and occupational safety, the Seller must provide such information.

E. The Buyer will indemnify the Seller for any liabilities, losses, interest, costs and expenses that the Seller may incur or will incur as a result of all actions brought by third parties, through the allegation of facts that, if confirmed, indicate failure to comply with Buyer's representations and warranties contained in this Clause 8, or which, if confirmed, may indicate failure by any acquirer of Buyer to comply with the representations and warranties which Buyer is required, in this Clause 8, to require from the acquirer.

F. Where national legislation on waste electrical and electronic equipment in the country to which the Seller ships the Goods allows the Seller to delegate this responsibility to the Buyer, the Buyer shall be responsible for disposing of the Goods in accordance with national legislation, at its own expense. own cost. Where the Seller is not permitted to do so, the Seller will be responsible for the safe disposal of the Goods in accordance with relevant national legislation, at its own cost.

## 9. Intellectual Property Rights

A. Nothing in these Conditions changes the ownership of any pre-existing intellectual property rights. Intellectual Property Rights created specifically for Buyer as part of the deliveries belong to Buyer and all other intellectual property rights shall belong to the party that created them.

B. Clause 9C applies when a claim is made against the Buyer that any part of the Goods or any use of the Goods for their intended purposes infringes the intellectual property rights of any person, except where (i) the Buyer has permitted the Goods were altered or (ii) the Goods were used as set out in Clause 6E (iii), and in either case the claim would not have arisen if such alteration or use had not occurred.

C. Provided that Buyer promptly notifies Seller in writing of any claim of the type referred to in Section 9(b) and permits Seller (if it so desires) to have full control of the defense and settlement of the claim, Seller shall not will pay any costs and damages against Buyer in a proceeding brought in reliance on such claim.

D. If any claim of the type referred to in Clause 9B is made or is in Seller's opinion possible to be made, then (i) Seller shall be entitled to acquire for the benefit of Buyer a license to use the Goods and/or Software for their intended use, or modify or replace the Goods so as to avoid infringement without materially reducing their usefulness for their intended use, or (ii) if the remedies in (i) are not possible, in the opinion of the Seller, at a reasonable cost, Seller shall have the right to require Buyer to sell the Goods to Seller at the original price after deducting an allowance for depreciation on a straight-line basis over the useful life of the Goods, as reasonably determined by Seller.

E. Seller has and will not have any liability for alleged infringement of any intellectual property rights other than those specified in this Section 9.

F. All drawings, materials, specifications and other data provided by Seller ("Materials") and all intellectual property rights therein shall remain the property of Seller and, except to the extent already placed in the public domain by Seller, Buyer shall keep the Materials confidential and shall not use them for any purpose other than that for which they were provided. Buyer shall destroy or return the Materials to Seller immediately at Seller's request and, in any event, promptly after Buyer's need for use of such Materials has ceased.

#### 10. Limitation of liability

A. THIS CONDITION ESTABLISHES THE SELLER'S TOTAL LIABILITY, WHETHER CONTRACTUAL, EXTRACONTRACTUAL (INCLUDING NEGLIGENCE), FOR INFRINGEMENT, FOR MISREPRESENTATION OR IN ANY WAY ARISING OUT OF OR RELATING TO THE CONTRACT.

B. All warranties, clauses and terms implied by law are excluded to the maximum extent possible.

C. Nothing in these Conditions excludes or limits the Seller's liability in the event of death or personal injury caused by the Seller's negligence, or for fraud or misrepresentation or for any other matter in respect of which it would be unlawful for the Seller to exclude or limit the your responsibility.

D. Subject to applicable law and the foregoing Clauses 10B and 10C, the Seller's total liability for contract, tort (including negligence), breach of law, misrepresentation or otherwise arising out of the contract is limited to the total price paid by the Buyer under the terms of the Contract, whichever is greater. In addition, and subject to this full liability:

- (i) the Seller's liability for defects is limited under Clauses 3H and 6;
- (ii) The Seller's liability for failure to comply with its obligations under Clause 6 is limited to the price of the relevant part of the Goods or Services in question;
- (iii) The Seller's liability for intellectual property rights claims is limited under Clause 9;
- (iv) Seller's liability for damage to tangible goods is limited to the correction or replacement of damaged goods;
- (v) The Seller is not responsible for any direct or indirect loss of profit, revenue, data, contracts, business or goodwill, or for any indirect or consequential loss, or any third party claims;
- (vi) the Seller disclaims all liability for any claims unless (a) all details of the claim have been communicated to the Seller within one (1) month of the Seller's discovery of the facts giving rise to the claim. Buyer, and (b) legal actions relating to the claim commence within 12 (twelve) months from such date.

E. If Buyer resells the Goods or Final Products through incorporation into Buyer's products, Buyer shall indemnify Seller against any third party claims resulting from defects in Buyer's products. (i) used for any purpose that is not covered by the Seller's instructions for use;

#### 11. Legislation and Applicable Jurisdiction

The Contract and any controversy or claim arising out of or in connection with it (whether contractual or non-contractual) will be governed by and construed in accordance with

Brazilian law, and the Buyer irrevocably submits to the exclusive jurisdiction of the courts of São Paulo."