



GENERAL PURCHASING CONDITIONS CENTURY BOND LIMITED

1. General Scope of Application

Our general purchasing conditions apply exclusively to all contracts relating to the supply of goods between the supplier and Century Bond Limited.

We do not recognize any supplier's terms and conditions, especially their general sales conditions that deviates from or conflicts with our general purchasing conditions, unless we have explicitly agreed to their validity in writing or in text form.

Our terms and conditions shall also apply if we unconditionally accept supplier delivery, being aware of the supplier conflicting or deviating terms and conditions.

All Agreements made between us and the supplier in the delivery of goods by the supplier must be provided for in writing or in text form.

2. Assignment

The supplier may not, in whole or in part, assign any complaints to third parties without our consent (in writing or text form).

3. Delivery date, delivery, and product labeling

The supplier shall inform us in writing or in text form if any circumstances occur or become evident which show that the stipulated delivery time cannot be met. Unless otherwise expressly agreed in writing, delivery must be made in accordance with the Incoterms specified in our order. The latest version of Incoterms shall be applied. Our unconditional acceptance or payment of late delivery does not constitute any waiver or claims for compensation regarding such late delivery.

4. Quality assurance – inspection during contractual execution

The supplier must implement and maintain an effective quality assurance system and will provide you with evidence upon request.

5. Quality of goods – inspection and responsibility for defects

The importer/consignee and/or Century Bond Limited shall inspect the goods after delivery within a reasonable timeframe for any deviations in quality and quantity and will give notice to the supplier of any deviations; the claim is timely if received by the supplier within a period of 4 weeks from receipt of goods after customs clearance at the port/airport of destination or, in the case of hidden defects, as of the moment of their discovery. Our payment shall not be considered recognition of the supplier's contractual performance.

We are entitled, without reservation, to legal guarantee claims. In any case, we shall be entitled to require the supplier to correct the defect or to deliver an item that is free from defects. The right to claim damages is expressly reserved. We are entitled to remedy the defect at the supplier's expense if it is overdue. The supplier guarantees that the goods supplied are according to the samples and or certificate of analysis and comply with the contractual agreements and the agreed specifications. Unless any specific quality criteria are agreed, the goods shall have at least sellable quality.

The supplier particularly guarantees the authenticity and accuracy of its delivery documents and accompanying certificates and documents. Regarding goods, the Supplier guarantees adequate and complete control throughout the entire production process. If requested, the supplier undertake to immediately provide us with the necessary information (official complaints, customer complaints, etc.) regarding specific goods. Other claims against the supplier remains affected. If the object of the supplier's delivery includes any packaging material used and implemented by us, the supplier hereby guarantees that no adverse effects on the packaged good occur due to such packaging material. Moreover, the supplier guarantees the suitability of the packaging for its actual use. The supplier must pack, label and ship the goods carefully so that damage during transportation is ruled out and safe and ensuring efficient transshipment, unloading, storage and shipment of goods.

A handwritten signature in black ink, consisting of a stylized, cursive script.



GENERAL PURCHASING CONDITIONS CENTURY BOND LIMITED

6. Product liability – indemnities – third-party liability insurance

If the supplier is responsible for the damage caused by the products, it undertakes to hold us free and harmless from any third-party claims at our first request if the reason is within the scope of the supplier's control and organization. As part of its liability the supplier also undertakes 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 – to the extent possible and reasonable – giving the supplier the opportunity to make a statement. Any other claims to which we are entitled will remain unaffected.

7. Third-party rights


The Supplier warrants that, in connection with its delivery, no third-party rights, including Intellectual Property Rights, are violated within the country of destination made available to the Supplier. If we are held liable by a third party for a breach under Clause 7.1, the supplier undertakes to hold us harmless on the first written demand of such claims; We are not authorized to make any Agreements, especially to enter into a settlement, with the third party without the prior written consent of the supplier.

The indemnity obligation also applies to any Defense costs incurred by us in connection with a third party's claim.

8. Governing law – Place of jurisdiction

The United Nations Convention on Contracts for the International Sale of Goods (CISG) applies.

The place of jurisdiction is Brazil, and we have the right to sue the supplier in the court responsible for its registered head office. The language of arbitration will be English and Portuguese. The arbitration award will be final and unappealable and binding on both parties.



Century Bond Limited
Director