



GENERAL SALES TERMS & CONDITIONS CENTURY BOND LIMITED

This Sales Terms and Conditions ("Contract") is entered into between:

"The Seller" Century Bond Limited, a company duly incorporated in Hong Kong, located at 288, Des Voeux Rd Central, Unit B. 3/F, and registered under the number 1989507.

"The Buyer" shall refer to any company that has duly signed a proforma invoice issued by Century Bond Limited.

SALES TERMS & CONDITIONS

- 1. INCOTERMS:** Unless in conflict with the specific stipulations of this Contract, the Incoterms 2010 including their subsequent amendments applicable at the time of this shipment shall apply.
- 2. TITLE & RISK:** Risk of loss shall pass from the Seller to the Buyer when the product has been placed on board the vessel at load port. Title shall pass from the Seller to the Buyer either (a) when the Seller has received full payment for the goods; or (b) if payment is by letter of credit, when documents have been accepted by the issuing or confirming bank and such payment is assured. Buyer shall pay all costs relating to the goods after loading. The Buyer shall be deemed to be the cargo owner for purposes of general average or salvage and shall provide any general average or salvage security that may be required.
- 3. DELIVERY:** The Seller shall be deemed to have complied with its obligations regarding delivery of any product when the product has been placed on board the vessel at the load port, notwithstanding that the Seller has retained a Bill of Lading or any other document of title to the product, with the purpose of securing payment of the price or otherwise, which the Seller shall have the right to do. Loading dates are approximate only.
- 4. QUANTITY DETERMINATION:** Quantity as per shipping documents to be final and binding upon both parties. Should the quantity be found to not comply with the abovementioned, the Buyer must inform Century Bond Limited or its representatives in writing immediately and stop unloading the containers at once. If the Buyer wishes to file a claim for compensation, then claim must be presented, supported by SGS-issued Inspection Certificate, within 30 days from cargo's arrival at the port of discharge. However, Century Bond Limited or its representatives reserves the right to demand further inspection, adhering to which both parties may jointly appoint an independent inspector to conduct a final inspection, which shall be binding upon both parties. The costs incurred as a result of this joint inspection, are to be borne by the losing party.
- 5. QUALITY DETERMINATION:** Quality as per Century Bond Limited Certificate of Analysis to be final and binding upon both parties. Should the quality be found to not comply with the abovementioned document, the Buyer holds the right to lodge a claim for compensation against Century Bond Limited. Claim must be presented, supported by SGS-issued Inspection Certificate, within 30 days from cargo's arrival at the port of discharge. However, Century Bond Limited serves the right to demand further inspection, adhering to which both parties may jointly appoint an independent inspector to conduct a final inspection, which shall be binding upon both.
- 6. PAYMENT TERMS:** Notwithstanding anything contained in any other agreement to the contrary, all payments will be made without discount, deduction, set-off or counterclaim for amounts owed by the

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Sellers to the Buyers or to any third party (including without limitations, amounts owed by or to any affiliate of either party).

7. **PAYMENT DEFAULT, TERMINATION OR SUSPENSION OF THE CONTRACT:** If the Buyer fails to make payment for the product at the agreed time of payment agreed at proforma invoice, which include the price of the goods and any costs relating to the goods for which the Buyer is responsible, or if bankruptcy, reorganization, liquidation or receivership proceedings are instituted by or against the Buyer or any affiliated company, or if the Seller deems the Buyer to be insolvent, it shall constitute an event of default under this Contract, whereupon the Seller may, in its absolute discretion, and without prejudice to any other rights it may have in law or in equity, take one or more of the following actions: terminate this Contract upon written notice to the Buyer without liability to the Seller of any kind; cancel any quantities which have not been delivered; exercise a lien upon the goods; retain the goods; stop the goods in transit; resell the goods; treat the default as a repudiatory breach of contract and sue for damages.

All amounts that are not paid when due shall automatically bear interest at the rate of 5% per month. Such interest shall be due and payable on demand, and any interest not paid when due shall be added to the overdue sum and itself bear interest accordingly.

In case of a default, Seller reserves the right to offset and/or net off any amounts that Seller or any of Seller's affiliates owes to the Buyer or Buyer's affiliates, whether under or in relation to this agreement or under or in relation to any other, previous, or future agreements.

8. **LC TERMS:** In case of payments secured by Letter of Credit, payment for each cargo shall be made in the Contract currency without discount, deduction, withholding or set-off on the bill of lading quantity by means of irrevocable letter of credit opened by the Buyer in favor of the Seller through an Investment Grade Bank, better or equal to BBB- (S&P or Fitch) or BAA3 (Moody's) and acceptable to the Seller and payable against presentation of shipping documents in Clause 10 below.

The letter of credit shall be available with Seller's bank and shall provide, inter alia, that Charter Party Bills of Lading or short form of Bills of Lading and stale documents shall be acceptable. Unless otherwise agreed Buyer's bank charges shall be for Buyer's account and Seller's bank charges shall be for Seller's account. The letter of credit, opened by the Buyer in a form satisfactory to the Seller, shall be notified to Seller's advising bank on or before the date set forth in Clause 10 below or, in case such date not being agreed, opened at Seller's request. The Buyer shall be liable for the full purchase price of the product notwithstanding (a) any agreement to pay by letter of credit or other means or (b) non-payment for any reason whatsoever under a letter of credit or other arrangement for payment.

9. **DISCLAIMER OF WARRANTY:** It is fully agreed and understood by the Buyer that the Seller makes no warranty of any kind, whether expressed or implied, whether of merchantability or fitness for any purpose. All warranties as to quality or suitability are hereby excluded to the fullest extent permitted by law. The Seller is not responsible for, and the insurance is not covering, any deterioration of the goods due to the crossing of different climatic zones.

10. **LIABILITY:** Seller's liability shall be excluded as far as permissible by law. Under no circumstances shall the Seller (or any of its affiliates) be liable for any special, indirect, or consequential damages.

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In any case the Seller's liability shall be limited to the purchase value of the goods sold and purchased under this Contract. Notice by the Buyer of claims as to product delivered shall be made immediately after discharge and under any circumstances before the product is used. Notices by the Buyer of claims for short shipment of product must be received by the Seller not later than 15 days after the last contractual day of the Shipment Period. In either case, if the Seller has not received such notice within such time, the Buyer shall be deemed to have waived all claims in respect thereto, and such claims shall be forever barred.

11. **FORCE MAJEURE:** No failure or omission to carry out or to observe any of the terms, provisions or conditions of this Contract shall give rise to any claim by one party hereto against the other, or be deemed to be a breach of this Contract if the same shall be caused by, or arise out of, war, hostilities, sabotage, blockade, revolution, or disorder; expropriation or nationalization; cutoff of gas supplies to facilities for the production of the product; disruption of rail or pipeline transportation of product to the load port, and consequent delays; breakdown or damage to storage, pipeline or loading facilities; prevention of loading by terminal or port authorities; embargoes or export restrictions; acts of God, explosion, fire, frost, earthquake, storm, lightning, tide, tidal wave or perils of the sea; accidents of navigation or breakdown, delay, injury to or arrest of vessels; accidents to or closing of harbors, docks, straits, canals or other assistances to or adjuncts of shipping or navigation; strikes, lockouts or other labor disturbances; or any other events, matter, or thing wherever occurring, of the same class or kind as those above set forth, which shall not be reasonably within the control of the party affected thereby and which by due diligence such party is unable to prevent or overcome ("Force Majeure").

The Buyer acknowledges that the Seller is not a producer of the product. If the Seller has notified the Buyer of the identity of its supplier, any Force Majeure condition affecting the Seller's supplier shall constitute a Force Majeure condition affecting the Seller.

For the avoidance of doubt and notwithstanding above, any change of applicable sanction regimes and/or export controls and regulations affecting the Seller's ability to source product sold under this contract shall equally be considered an event of Force Majeure on the side of the Seller.

12. **ASSIGNMENT:** The Seller shall have the right to designate a parent, subsidiary or affiliated company either (a) as the Seller or (b) to perform any obligation, exercise any right or receive any benefit of the Seller under the Contract. Otherwise, this Contract cannot be assigned by either party without the express written consent of the other.

13. **WAIVER:** No delay or failure on Seller's or Buyer's part to enforce any right or claim which either of them may have hereunder shall constitute a waiver of such right or claim. Any waiver by the Seller or the Buyer of any term, provision or condition hereof or of any default hereunder in any one or more instances shall not be deemed to be a further or continuing waiver of such term, provision, or condition or of any subsequent default hereunder.

14. **GOVERNING LAW:** Contract shall be governed and construed in accordance with the Laws of Brazil.

15. **ARBITRATION:** All disputes arising in connection with the present Contract, and which could not be settled in a friendly way shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Place of arbitration shall be the Court and/or Forum of the City of Itajai, Santa Catarina State, Brazil.



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The language of Arbitration shall be English and Portuguese. The arbitration award will be final and binding on both parties.


16. COMPLIANCE: The Parties shall, and shall cause their affiliates and their respective directors, officers, agents, employees and representatives to comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction (“Laws”) pertaining to the fulfilment of this Contract, including, but not limited to, those related to bribery, corruption, money laundering, operations, safety, and pollution prevention. The Parties agree neither to take nor omit to take any action if such act or omission might cause the other Party or any of its affiliates to be in violation of any applicable Law. Without limiting the generality of the foregoing, the Parties warrant that they have not made, offered, or authorized and will not make, offer, or authorize with respect to the matters which are the subject of this Contract, any payment, gift, promise, or other improper advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person or entity holding a legislative, administrative, or judicial office, including any person or entity employed by or acting on behalf of a public agency, a public enterprise, or a public international organization) or any political party or political official or candidate for office, where such payment, gift, promise, or advantage would violate any applicable Law.

17. ENTIRE AGREEMENT, SEVERABILITY & NOTICES: This Contract contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein. Any modifications to this Contract need to be made in writing.

18. CONFIDENTIALITY: Unless otherwise required by the applicable laws and regulations, all terms and other elements of this Contract are to be kept private and confidential by all parties concerned.

19. CONFIRMATION: The Buyer shall be deemed to have accepted the terms of this Contract absent written notification to the contrary by fax or email before the closure of business on the first Swiss business day following receipt hereof. No term in Buyer’s purchase order, acknowledgement form or other document which conflicts with the terms hereof shall be binding on the Seller unless accepted in writing by the Seller.

20. ISSUANCE AND APPLICABILITY: All clauses contained in this Instrument were determined in August 2022 and will apply to all Century Bond Limited purchase orders accepted by Buyers through respective Proforma Invoice Signature.



Century Bond Limited
Director