

AMG Brazil

Terms and Conditions of Sale

Objective

AMG Brasil is a global company specializing in critical materials, dedicated to the development of special metals and highly engineered mineral products. We deeply value our relationships with clients, recognizing their significant contribution to promoting the best social and environmental practices in the market. In this context, the AMG Group reaffirms its commitment to conducting its business in an ethical, sustainable and responsible manner.

Our core values - safety, value creation, respect and integrity - form the basis of this document and guide the conduct of our operations, as well as relations with employees, business partners and stakeholders in the segments in which we operate. As a result, AMG expects its suppliers, distributors and clients (buyers) to conduct their business responsibly, guided by integrity, honesty and transparency, adhering to the principles reflected below throughout its supply chain.

Scope

The principles set out herein apply to contracts and agreements with current and new clients regarding the sale of AMG Brasil products. AMG Brasil's acceptance of any order is expressly conditioned on the buyer's acceptance of these terms and conditions. The buyer's silence or acceptance of AMG Brasil's products also constitutes acceptance of these Terms and Conditions of Sale.

Principles

1. Compliance with the law.

AMG's local units manage contractual relations with their suppliers, distributors, and clients in accordance with local, state, federal and international laws and regulations. The products, services, and information provided as a result of contracts entered into with AMG Brasil, as well as orders sent to the latter, will also be subject to compliance by clients with all laws and regulations in force in the Brazilian territory and in the countries where the company operates, in particular the Anti-Corruption Law and all other applicable anti-corruption laws and regulations, as well as import/export laws and regulations. It is important to note that transactions may be subject to anti-corruption rules and regulations, as well as the export/import rules, of other countries relevant to the operation.

2. Applicable Law.

All orders, these Terms and Conditions of Sale and any agreement entered into with AMG Brasil are governed by and construed in accordance with Brazilian law. In this sense, the parties elect the central court of the District of São João del Rei, State of Minas Gerais, to settle any possible disputes arising from the sale of products and the application and/or interpretation of these Terms and Conditions of Sale.

3. Confidentiality.

The clients and AMG Brasil shall treat as confidential all information and data submitted to them or transmitted to them as a result of executed contracts and orders, undertaking to adopt all reasonable and necessary precautions to protect the information of AMG and its partners to which they may have access; not to directly or indirectly disclose such information to third parties without the prior and express consent of AMG Brasil; and to limit the disclosure of the information exclusively to its collaborators who need to have bona-fide access to it. In addition, the confidentiality obligations assumed by the clients survive for 02 (two) years after termination of the contract or order entered into with AMG Brasil, regardless of the reason, unless a longer term has been otherwise specified.

4. Human rights.

AMG Brasil's foremost guiding principle is compliance with all Brazilian and foreign legislation, standards, and regulations that apply to its business, especially those concerning internationally proclaimed human rights. Its conduct and image depend on ethical and responsible attitudes, actions, policies, and practices, which must govern all its relationships and look after all internal and external stakeholders, as well as all those involved in any business transactions. The company therefore expects its clients to take a stand against any human rights violations and not to be complicit in any violations of human rights. Furthermore, clients undertake to both comply with these commitments and ensure their employees and/or agents comply with these same commitments as they carry out any commercial transaction with AMG Brasil.

5. Labor rights, health, and safety.

AMG Brazil expects its clients to: encourage a diverse workforce; defend freedom of association; effectively recognize the right to collective bargaining; commit to a working environment free from harassment and abuse, eliminating employment discrimination; eliminating all forms of forced and compulsory labor, adhering to local laws regarding working hours; not tolerate any form of slavery in their workforce and supply base; ban child labor and any activities that expose children to hazardous substances or force them to use dangerous machinery. In addition, AMG expects its clients to develop internal programs to protect the health and safety of their employees and subcontractors, through a documented safety management system and related incident reports that identify risks and assess and control risks specific to their areas of operation; maintain emergency plans to minimize harm to the lives of their employees; and provide access to safe drinking water, sanitation and hygiene, including adequate toilets and hand-washing facilities; emergency exits and essential fire safety equipment.

6. Social and Environmental Responsibility.

AMG Brasil expects its clients to seek to reduce – and responsibly dispose of – any hazardous and non-hazardous substance, in addition to implementing procedures to prevent environmental incidents and response plans to mitigate the effects if any incident occurs, through a documented environmental management system.

7. Anti-corruption and anti-competitive practices.

(i) The client acknowledges that it has had the opportunity to review AMG Brasil's Anti-Corruption Policy, which is available at <https://amg-br.com/about-us/corporate-responsibility/>. The client represents that it fully understands the Policy and agrees not to take any action in relation to the purchase, use, or destination of the products acquired from AMG Brasil, or to these Terms, that may constitute a violation of the Policy.

(ii) The client shall not make any payment or money transfer in relation to any agreement it has executed with AMG Brasil or use a product acquired from AMG Brasil with the intention or effect of public or commercial bribery, or acceptance or connivance with extortion, bribery or other illegal or improper means to obtain business or any advantages, including with the aid of AMG Brasil employees who may improperly influence the company's business decisions or provide an unfair advantage. In this sense, the client shall not, under any circumstances, make any payment under the agreement executed with AMG Brasil directly to any owner, director, officer, employee, representative, agent or consultant of AMG Brasil.

(iii) The client and its representatives, including owners, directors, officers, employees and other persons acting on the client's behalf, represent, in relation to the commercial transactions involving AMG Brasil, that they have not made and will not make any payment, have not facilitated or transferred or will not facilitate or transfer, directly or indirectly, any value to: (a) any member or employee of the government, including any employee of a public company or public international organization; (b) any political party, officer or worker of a political party, or candidate for public office; (c) any other person or entity, if the payment or transfer would violate any applicable anti-corruption law.

(iv) In addition to the above, the client and their owners, directors, officers, employees and agents represent that they have not paid, have not offered, have not promised and will not authorize, whether directly or indirectly, the payment of any sum to any member, representative or employee of the government, political party, public office holder or candidate for public office, in the context of business transactions signed with AMG Brasil. The client acknowledges that, for the purposes of this provision, a "member of the government" may include an employee or member of a commercial entity in which a government body has an ownership interest or control over that entity, as well as members, representatives and employees of public international organizations.

(v) Furthermore, the client represents that none of the owners, directors, partners, employees, agents or close relatives of the client, i.e. spouses, children, parents and siblings, is currently (or has been in the last year) a member of the government, a representative or employee of any political party, a public office holder or a candidate for public office. In addition, the client undertakes to immediately inform AMG Brasil in

writing if any of these persons assume the position in question and, at the same time, continue to be one of the client's owners, directors, officers, partners, employees or agents.

(vi) The client certifies that all information submitted to AMG Brasil is complete, true, and correct. The client will also not prepare, approve, or execute any contract or other document or make any record that the client knows or has reason to know is false, inaccurate or incomplete.

(vii) The client expressly represents that it has been organized to do lawful business only and has been lawfully funded.

(viii) The client has no existing or potential relationship that creates a conflict of interest that restricts or otherwise conflicts with its ability to distribute or resell the products purchased from AMG Brasil.

(ix) The client is fully entitled to distribute or resell products purchased hereunder in accordance with applicable laws, regulations, or directives. The client has obtained all required licenses or has filled out all required applications to perform such activities.

(x) Neither the client nor any of its owners, directors, officers, partners, employees, or agents has been convicted of or has pled guilty to a felony involving fraud, corruption or turpitude, and no such person has been declared by any government agency to be debarred, suspended, proposed for suspension or disbarment, or otherwise ineligible for government procurement programs.

(xi) The client irrevocably undertakes to avoid any conduct that could jeopardize fair competition and is expressly prohibited from sharing information, such as AMG Brasil's prices or costs, with third parties.

(xii) In the event of breach of any of the representations, warranties or covenants made by the client in this Anti-Corruption Section of these Terms and Conditions, AMG Brasil may, at its sole discretion and in addition to any other remedies to which it may be entitled under the law, cancel or terminate any agreement it has entered into with the client without notice. Furthermore, AMG Brasil shall cancel any claims for payment by the client relating to transactions set forth in an agreement executed between the parties, including claims relating to orders previously placed that have not been invoiced.

(xiii) The client shall notify AMG Brasil immediately of any breach of warranty, representation or covenant herein. The client further agrees to notify AMG Brasil immediately in writing of any breach of warranties, representations or covenants the client becomes aware of or has reasonable grounds to believe has occurred. Notices must be sent to:

E-mail: **comercial.aluminio@amg-br.com**

(xiv) The client shall cooperate fully and in good faith with AMG Brasil and its representatives in the event of any actual or potential violation by the client, or its owners, directors, officers, employees or agents, of the United States *Foreign Corrupt Practices Act*, and of Brazil's Law No. 12.846/2013, as well as any other applicable anti-corruption law, or any warranties, representations or covenants contained herein, including providing access for interviews with its owners, directors, officers, employees and agents.

(xv) During the term of the contract and/or order signed with AMG Brasil and for 5 (five) years after its expiration or termination, the client shall keep records that accurately document all services performed; all payments received or made (in kind or in cash); and all expenses incurred by the client related to the execution of such documents.

(xvi) In order to confirm compliance with the terms hereof, the client agrees that AMG Brasil has the right, upon reasonable suspicion of a breach of these Terms, to inspect and audit the accounting books and records of the client insofar as such books and records relate to the execution of the commercial transaction entered into with AMG Brasil and to any payments received or expenses incurred hereunder. The client agrees to immediately provide AMG Brasil with any additional information it may reasonably request to confirm compliance with this document.

THE CLIENT AGREES THAT IT WILL INDEMNIFY AMG AGAINST ANY DAMAGE AMG HAS SUSTAINED AS A RESULT OF ANY BREACH BY THE CLIENT OF THE FOREGOING REPRESENTATIONS, WARRANTIES AND COVENANTS.

8. Communities.

AMG Brasil encourages clients to promote social and economic development, contributing to the sustainability of local/host communities, including indigenous communities, if applicable, where they operate. AMG clients must adopt a zero-tolerance policy for threatening behavior, violence, coercion, sexual exploitation or abuse of members or communities.

Conditions of Sale

1. Commercial Proposals and Purchase Orders.

For the purposes and effects of these Terms, "commercial proposals" are all quotes for AMG Brasil products drawn up by AMG Brasil and delivered to clients. In turn, for the purposes of this instrument, "purchase orders" are all product orders sent by the client to AMG Brasil. It should be noted that any purchase order placed by the client is subject to acceptance by AMG Brasil. These general terms and conditions of sale are applicable to commercial proposals and purchase orders for products by AMG Brasil's clients. As previously stated, these provisions are an integral part of any sale made by AMG Brasil. If there is a contract signed between AMG Brasil and the client, the provisions of the contract supersede those of these General Terms and Conditions, and the conditions indicated herein that are not contemplated in the contractual instrument will remain fully valid and enforceable. With the acceptance by the client of the proposal for the sale of the products presented by AMG Brasil; the acceptance of the purchase orders by AMG Brasil; and/or the acceptance of all the products or any part of them by the client, the parties will be bound by the obligations described therein and by these conditions. The commercial proposals will have a duration determined according to the quotation sent. Upon expiration, a new proposal must be requested by the client. Commercial proposals and purchase orders must contain the technical characteristics of AMG Brasil's products, in accordance with the applicable standards, as well as the type of product, quantity, price, payment terms, delivery time and conditions.

2. Changes and Cancellation of Commercial Proposals or Purchase Orders by the Client and Penalties.

Any changes to commercial proposals and purchase orders after approval, including changes to the technical details of the products requested by the client, may result in adjustments to product prices, delivery times and other commercial conditions. These adjustments must be previously and expressly approved by AMG Brasil through negotiation, in order to guarantee the coherence and viability of the proposed changes. In the same vein, the parties agree that the accepted commercial proposals and the purchase orders placed by the client can only be canceled if AMG Brasil agrees to do so. Therefore, the client shall not cancel an approved commercial proposal or a purchase order already placed without the prior written consent of AMG Brasil. In these cases, the client shall notify AMG Brasil, also in writing, of the intention to terminate, observing the deadlines stipulated in the agreements signed between the parties. If AMG Brasil agrees to the termination, reasonable termination charges calculated by AMG Brasil will be assessed in relation to the termination. When manufacturing of the products has already begun, the goods manufactured shall be paid for in proportion to the quantity already produced. In the event of non-compliance by the client with the payment timelines stipulated in the agreement signed with AMG Brasil, the client shall pay AMG Brasil a daily fine of 2% (two percent) of the amount in default and a late fee of 1% (one percent) per month, calculated *pro rata* from the due date through the date of payment, unless the agreement or order signed between the parties specifies otherwise. Likewise, the client shall bear any costs and expenses incurred in collecting amounts that the client owes.

3. Cancellation of Commercial Proposals or Purchase Orders by AMG Brasil.

AMG Brasil reserves the right to look up the client's financial situation and cancel a previously accepted proposal without any damages or penalty, in the event of a request or application for dissolution or reorganization, judicial or extrajudicial, or bankruptcy of the client. AMG Brasil may cancel the accepted proposal/invoiced order without incurring any r penalty in the event of (a) force majeure, such as shortage of raw materials; (b) financial default by the client, which is not remedied within 30 working days after receiving notice from AMG Brasil; (c) continuing and substantial breach of any term or condition of the agreement executed between the parties; and (d) assignment of the agreement by the client to a third party without the prior written consent of AMG Brasil.

4. Prices, Payment, and Product Returns.

The prices of AMG Brasil's products will be described in the commercial proposals. The validity of the prices presented will be subject to the validity period of the proposal and payments must be made by the client in accordance with the conditions set forth in the negotiation, unless otherwise agreed by the parties. Payments due from the client must be made by bank slip or deposit into a bank account held by AMG Brasil. It should be noted that customs import procedures, as well as the payment of taxes, tariffs, customs and logistical expenses arising from the transaction, must abide by Incoterm 2020 (*International Commercial Terms*) standards applicable to the negotiation, as defined by the parties. The return of AMG Brasil products by the client will only occur after formal authorization by AMG Brasil, when the client's complaint is proven to be justified through analysis and technical evidence. If the damage and cause are proven to be AMG Brasil's fault, the costs of returning the material will be borne by AMG Brasil.

5. Deadlines, delivery and transportation.

The parties will adjust the delivery time of the products, as well as the delivery conditions, in the accepted proposal/placed order. If there is a need to readjust delivery times, this must be done in writing and signed by both parties (AMG Brasil and the client). Responsibility for transportation, delivery, and the passage of risk for any damage to AMG Brasil's products will depend on the Incoterm 2020 (*International Commercial Terms*) applicable to the transaction, as defined by the parties. If freight is the responsibility of the client, the client must ensure that the carriers used, both for hazardous and non-hazardous products, comply with all applicable legislation. In addition, the client must ensure that drivers comply with all labor, safety and transport regulations, and that these carriers have a contract with a company that specializes in environmental control and in the provision of emergency services in the event of an accident. If AMG Brasil, for any reason, is held liable for any obligations of the client to third parties (of any nature, including labor, tax and social security, environmental, civil, among others), the client shall fully reimburse AMG Brasil for any expenses, including legal fees and court costs. In addition, the client acknowledges that all delivery dates may be adjusted due to logistical issues and the requirements of controlling organizations not fully envisioned when the order was placed. Any delay will not result in the cancellation of the order and any case of substantial and unjustified delay cannot be invoked as grounds for damages of any kind.

6. Force Majeure.

The occurrence of unforeseeable circumstances or force majeure, as provided for in art. 393 of the Civil Code, which demonstrably affects the total or partial performance of an obligation under a contract, releases the parties from liability; however, in the event of termination due to such events, the outstanding payment obligations arising from previous and unaffected relationships shall be fully complied with. AMG Brasil, therefore, shall not be liable for delays and cancellation of orders or failure to comply with any of its obligations to the client as a result of accidents; labor disputes, interruptions, strikes or labor shortages; shortages of materials, fuel or energy; fires, floods or other fortuitous events; acts or omissions of the client, delays in transportation or lack of means of transportation; priorities required, requested or granted for the benefit of the government; restrictions imposed by law or by any rules or regulations of law; or any cause, whether similar to or different from those listed, beyond the reasonable control of AMG Brasil. If the impediment resulting from unforeseeable circumstances or force majeure lasts for more than 30 (thirty) calendar days from the date of occurrence, the parties may mutually renegotiate the original proposal.

7. Significant increase in raw material prices:

Where there is a significant increase in raw material prices that substantially impacts product costs, the parties shall assess and, if necessary, renegotiate commercial proposals and purchase orders. This renegotiation aims to adjust prices, delivery times and other commercial conditions to reflect changes in costs. These adjustments will be the subject of a mutual agreement between AMG Brasil and the client, in order to maintain the fairness and viability of commercial transactions. The renegotiation will be formalized through an addendum to the contract, which will be considered an integral part of the original agreement, reflecting the updated terms. Both parties recognize the importance of maintaining a fair and equitable commercial relationship, and therefore undertake to cooperate in good faith to resolve any challenges related to significant increases in raw material prices impacting initial commercial conditions.

8. Products.

(a) Special production.

The special products requested by the client will be developed by AMG Brasil's technical team, with the latter having exclusive intellectual property rights over the resulting product. The special products will be developed according to the technical information provided by the client. Certain products may require specification adjustments to meet quality standards, without this being considered a defect, failure or breach of contract by AMG Brasil. AMG Brasil reserves the right to maintain the confidentiality of the intellectual production and industrial property rights of the products developed and delivered by it. If necessary, the buyer shall sign a confidentiality agreement.

(b) Care of AMG Brasil Products.

AMG Brasil products are developed for specific purposes. The user shall observe the recommended use of each product. Improper use may cause damage to the product(s), loss of performance and risk(s) to the user's safety. It should be noted that AMG Brasil products are packaged appropriately to preserve their safety and prevent damage. The user must exercise caution when opening packages and handling products to avoid personal injury and damage to the products, in addition to corrosion and structural changes.

(c) Warranty.

AMG BRASIL WARRANTS ONLY THAT THE PRODUCTS, FOR A PERIOD OF 6 (SIX) MONTHS FROM DELIVERY, WILL CONFORM TO THE APPLICABLE SPECIFICATIONS, WHICH MAY BE UPDATED FROM TIME TO TIME. IN THE EVENT THAT ANY OF THE PRODUCTS DO NOT MEET SUCH SPECIFICATIONS, THE CLIENT'S EXCLUSIVE REMEDY AND AMG BRASIL'S SOLE OBLIGATION SHALL BE TO REPLACE SUCH PRODUCTS, AT NO COST TO THE CLIENT, OR TO REFUND THE AMOUNTS IF REPLACEMENT IS NOT POSSIBLE. THIS LIMITED WARRANTY IS GRANTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN AND ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. AMG BRASIL MAKES NO OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PURPOSE OR INTENDED USE. UNDER NO CIRCUMSTANCE IS AMG LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR FOR LOSS OF USE, REVENUE OR PROFIT, WHETHER OR NOT ANY LIMITATION OF REMEDIES IS FLAWED IN ITS ESSENTIAL PURPOSE. AMG BRASIL DOES NOT ASSUME, NOR AUTHORIZE ANY OTHER PERSON TO ASSUME ON ITS BEHALF, ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS. IN NO EVENT DOES AMG BRASIL'S LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER GIVING RISE TO THE CLAIM. THIS LIMITED WARRANTY DOES NOT APPLY TO PRODUCTS MANUFACTURED BY THIRD PARTY SUPPLIERS, SUCH AS RESALE OF MATERIALS. AMG BRASIL DOES NOT OFFER ANY WARRANTY WITH RESPECT TO THESE PRODUCTS. ANY WARRANTY RELATING TO SUCH PRODUCTS IS LIMITED TO THAT GIVEN BY THE SUPPLIERS IN QUESTION.

This limited warranty must be used in conjunction with the Manuals that accompany AMG Brasil products. The Manuals contain important warnings and safety information. They can be obtained through quotations between AMG Brasil and the client. In addition, it should be noted that the products developed by AMG Brasil meet high quality standards. Any defect in an AMG Brasil product must be reported to AMG Brasil's technical department by contacting the sales department at comercial.aluminio@amg-br.comcom and calling +55 32 3379 3581 with photographic and technical records of this occurrence. After a technical investigation conducted by AMG Brasil that finds a defect for which AMG Brasil is responsible, the solution may involve the replacement of the product; repair, in the case of defective and non-conforming products; or reimbursement of the part of the purchase price referring to the defective or non-conforming products (without interest, penalty, or inflation adjustment). These measures will be determined according to the results of a negotiation between AMG Brasil and the client. Products with defects resulting from inadequate, improper, negligent, or incorrect use and transportation, or caused by natural wear and tear, changes in shape and composition, product adaptations will not be replaced. The client shall make a proper inspection of the products upon receipt and shall notify AMG Brasil no later than 10 (ten) business days after any defect or non-conformity; the client's failure to do so in any case constitutes a waiver of such defect or non-conformity.

(d) Intellectual Property.

For the purposes of these Terms, "intellectual property" includes (a) patents and their derivatives; (b) trademarks, trade names, logos, domain names and other distinctive elements; (c) copyrights and registrable works; (d) registrations, applications and renewals; (e) computer programs, data and databases; (f) trade secrets and confidential information; (g) rights of privacy and publicity; (h) licenses, sub-licenses and franchises; (i) other intellectual property assets and rights; (j) advertising and promotional materials; (k) tangible copies; (l) computer systems; (m) actions or claims for violations or misappropriations; and (n) associated income.

AMG Brasil holds all intellectual property rights to its products. Use by unauthorized persons is prohibited. Any development of special products will be the sole property of AMG Brasil. The client will have no registration or copyright rights, and AMG Brasil shall not grant licenses over its intellectual properties, except that the foregoing does not in any way limit the client's right to use and sell said products in the event that such products sold hereunder are covered by such patent. The client shall indemnify AMG Brasil for damages and costs arising from intellectual property infringements caused by products resulting from designs or instructions provided by the client.

(e) Disposal.

AMG Brasil products that have reached the end of their useful life must be disposed of by clients in compliance with current environmental legislation. It is the client's sole responsibility to dispose of the products correctly. AMG Brasil products and their parts cannot be reused in any other way. We recommend that the client recycle the products by foundry and/or by specialized companies approved by environmental agencies for these types of products.

Miscellaneous.

(i) The client shall not assign, in whole or in part, the rights and obligations under agreements executed with AMG Brasil, including commercial proposals and purchase orders, as well as these Terms, without the prior written consent of AMG Brasil.

(ii) Any forbearance or concession by either party does not constitute a modification or novation of the obligations set out in these Terms.

(iii) If any provision in of these Terms becomes invalid, void or unenforceable by court order, the remainder of the document remains in full force and effect.

(iv) AMG Brasil's General Terms and Conditions of Sale are subject to periodic updates. The client acknowledges and agrees that it must regularly consult the latest version of the General Terms and Conditions of Sale. The updated versions will be available on AMG Brasil's electronic portal: <https://amg-br.com/about-us/corporate-responsibility/> . Continued use of the products and services offered by AMG Brasil after any update is considered acceptance of the revised General Terms and Conditions of Sale.

Final Statements.

(i) The client shall hold harmless, indemnify and defend AMG Brasil and the current and future directors, officers, employees, agents, subsidiaries, affiliates, successors and

assigns thereof with respect to any liabilities (including, without limitation, liability for negligence or strict liability), demands, suits, penalties, fines, forfeitures, claims, losses, damages, actions and costs, regardless of the basis of liability or legal ground relied upon, which any of them may suffer, incur, be liable for or pay, by reason of or in connection with any act or omission of the client or of the client's successors, assigns, agents, clients, representatives or employees. With respect to claims against AMG Brasil by employees of the client, the client shall hold AMG Brasil harmless from any claims, obligations and/or complaints of any kind. The obligations contained in this item are additional to the client's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation or benefits owed by the client under applicable law.