



1 – FORMATION OF THE COMMERCIAL AGREEMENT AND ITS RESPECTIVE CONTENT

1.1 The COMMERCIAL AGREEMENT shall be composed of the following documents: (i) Purchase Order; and (ii) These GENERAL PURCHASE TERMS AND CONDITIONS

1.2 In case of conflict between the documents forming the COMMERCIAL AGREEMENT, the precedence shall follow the order listed in item 1.1 above.

2 – OBJECT OF THE COMMERCIAL AGREEMENT

2.1 The object of the COMMERCIAL AGREEMENT (OBJECT) is the supply of goods and/or services designated and specified in the current PO (Purchase Order).

2.2 ATLAS SCHINDLER may terminate this COMMERCIAL AGREEMENT and/or claim compensation if the SUPPLIER introduces changes to the OBJECT without prior written consent from ATLAS SCHINDLER. ATLAS SCHINDLER may choose to return the OBJECT, holding the SUPPLIER accountable for any losses incurred due to the return.

3 – TERM AND DURATION

3.1 The execution deadlines for the OBJECT must be those specified in the current PO (Purchase Order) and must be strictly adhered to.

3.1.1 The delivery deadline is essential. The SUPPLIER shall automatically be considered in default if they fail to deliver on the initially agreed delivery date and will be subject to the penalties outlined in this COMMERCIAL AGREEMENT.

3.2 The COMMERCIAL AGREEMENT shall be valid from the date of issuance of the PO (Purchase Order) until the full fulfillment of all obligations by the Parties.

3.3 Payment will be conditioned upon verifying the compliance of the equipment/service with the Technical Specifications.

4 – PRICE AND PAYMENT TERMS

4.1 For the complete and proper execution of the OBJECT, ATLAS SCHINDLER will pay the SUPPLIER the amount established in the current PO (Purchase Order) as negotiated between the parties.

4.2 The prices negotiated in the current PO (Purchase Order) include, but are not limited to, all taxes, charges, fees, and legal contributions of any kind, whether directly or indirectly applicable to the OBJECT, as per the terms and conditions stipulated by the legislation in effect on the date of the COMMERCIAL AGREEMENT, as well as profit, transportation costs, meals, lodging, and insurance.

4.3 All invoices must be issued in the name and address of ATLAS SCHINDLER. The invoices must include the number of the current PO (Purchase Order) and the NCM (Mercosur Common Nomenclature) number indicated in the PO (Fiscal Classification).

4.4 The SUPPLIER expressly waives the rights granted under Article 20 of Law No. 5,474/68. Therefore, the issuance of a duplicate invoice for any invoice related to the COMMERCIAL AGREEMENT is prohibited. Furthermore, the SUPPLIER may not, under any circumstances, carry out discount operations, negotiate, transfer, or otherwise assign credits arising from the execution of this COMMERCIAL AGREEMENT to banks, investment funds, factoring companies, or third parties without the prior and explicit written consent of ATLAS SCHINDLER.



4.5 In any case of default arising from this Instrument, ATLAS SCHINDLER will withhold payments due to the SUPPLIER until the default is rectified, without this constituting any entitlement to compensation for delayed payment.

5 – TECHNICAL WARRANTIES

5.1 Without prejudice to any legal or implied warranties, the warranty period for the OBJECT will be at least 12 (twelve) months, starting from the receipt and approval by ATLAS SCHINDLER of all the goods/services that comprise it.

5.2 During the warranty period specified above, the SUPPLIER shall, upon written request from ATLAS SCHINDLER, promptly replace, remake, or repair any part of the OBJECT that does not comply with the COMMERCIAL AGREEMENT, at no cost to ATLAS SCHINDLER.

5.3 The warranty includes correction, repair, or replacement, at ATLAS SCHINDLER's discretion, and at the SUPPLIER's expense, including the transportation of the OBJECT from the delivery location to the SUPPLIER's facilities and its return, for any component or equipment that presents discrepancies in characteristics or any design errors and manufacturing defects. This clause also applies to services performed unsatisfactorily by the SUPPLIER, as deemed by ATLAS SCHINDLER.

6 – ENVIRONMENT, HEALTH, AND SAFETY

6.1 The OBJECT shall be executed in strict compliance with all environmental, health, and safety requirements applicable to it, as well as with the environmental, health, and safety provisions of ATLAS SCHINDLER, which the SUPPLIER acknowledges and agrees to comply with.

6.2 The SUPPLIER is responsible for any environmental or health damage caused, and in accordance with this provision, must keep ATLAS SCHINDLER and its CLIENT (where applicable) exempt from any liability, including financial responsibility, covering all costs arising from the remediation of such damages, including penalties incurred by ATLAS SCHINDLER or the CLIENT due to the actions or omissions of the SUPPLIER.

7 – OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

7.1 The SUPPLIER is obliged to:

7.1.1 Supply the OBJECT in full compliance with the provisions of this Instrument, following the information provided by ATLAS SCHINDLER.

7.1.2 Ensure that ATLAS SCHINDLER receives a replacement for any defective OBJECT or one that does not meet ATLAS SCHINDLER's quality standards. The SUPPLIER acknowledges and agrees that any defects, damages, and unsatisfactory services can only be identified by ATLAS SCHINDLER during inspection, use in its Industrial Unit, or in daily operations.

7.1.3 Comply with all labor, social security, land, insurance, and tax obligations, as required by current legislation, concerning employees directly or indirectly involved in the execution of the OBJECT.

7.1.4 Provide all necessary personal protective equipment to its employees for the execution of the OBJECT, according to its nature, strictly monitoring the use of such equipment to ensure basic safety conditions at the worksite for the execution of the OBJECT, under penalty of a fine of 5% (five percent) of the total PO value. All personal protective equipment must be recorded in the "Personal Protective Equipment (PPE) Control Sheet."

7.1.5 In the event that ATLAS SCHINDLER is legally required to make payments for any indemnifications related to workplace accidents, labor claims, or any other type of actions arising from this agreement, and if



any such payments result in a judgment against ATLAS SCHINDLER, the SUPPLIER is immediately obliged to reimburse these amounts to ATLAS SCHINDLER, along with procedural costs and attorney's fees. The SUPPLIER must also request the exclusion of ATLAS SCHINDLER and/or CLIENT from the passive role in any such actions.

7.1.6 If the request for exclusion of ATLAS SCHINDLER and/or CLIENT is not accepted by the judiciary, the SUPPLIER is obligated to indemnify ATLAS SCHINDLER and/or CLIENT for any amounts imposed due to a potential subsidiary or joint liability judgment issued by the judiciary or competent administrative bodies regarding the non-fulfillment of labor, social security, tax, and land obligations (FGTS) owed to the SUPPLIER's employees.

7.1.7 Be responsible for all damages caused to ATLAS SCHINDLER, third parties, or the environment arising from defects, failure in the execution of the supply, or poor quality of the OBJECT, as well as negligent or willful conduct by the SUPPLIER or its employees and/or representatives, or when there is a violation of regulatory standards related to the activity/product.

7.1.8 The SUPPLIER acknowledges and agrees to comply with occupational safety and health regulations and standards, ensuring that its employees undergo periodic medical exams and use personal protective equipment. The SUPPLIER also acknowledges the occupational safety standards of ATLAS SCHINDLER and commits to complying with them rigorously, especially when its employees or representatives are at ATLAS SCHINDLER's and/or CLIENT's premises. The SUPPLIER is aware that if incidents or accidents occur due to failure to comply with safety regulations, ATLAS SCHINDLER may apply the disciplinary actions it deems necessary.

7.1.9 In addition to complying with the other provisions of this COMMERCIAL AGREEMENT and applicable regulations, the SUPPLIER is obligated to:

- a) Not use and not permit subcontractors or suppliers to use child or adolescent labor, except in the case of a minor apprentice, as provided by current legislation;
- b) Not use or allow subcontractors or suppliers to expose workers, especially but not exclusively children and adolescents, to locations harmful to their development, physical, mental, moral, and social well-being, or to dangerous or unhealthy places, or during hours that interfere with their school attendance;
- c) Not use and not permit subcontractors or suppliers to use slave labor or analogous conditions;
- d) Not adopt and not permit subcontractors or suppliers to adopt discriminatory practices or restrict access to employment and work, especially but not exclusively based on sex, color, race, origin, religion, physical condition, age, marital status, family situation, or pregnancy;
- e) Protect and preserve the environment, as well as require subcontractors or suppliers to do the same.

7.2 ATLAS SCHINDLER is obliged to:

7.2.1 Pay the PRICE, according to the terms and conditions negotiated in the current PO (Purchase Order).

7.2.2 Communicate to the SUPPLIER, in writing and in a timely manner, any instructions or changes to be adopted regarding matters related to this COMMERCIAL AGREEMENT.

7.2.3 Designate, whenever possible, an authorized representative to monitor the execution of the OBJECT and address any potential questions.

7.2.4 ATLAS SCHINDLER commits to inform the SUPPLIER of any damage, defects, unsatisfactory service, or issues identified during the execution of the OBJECT, immediately after detection, so that the necessary investigations can be carried out to determine the origin and cause, as well as to define whether there will be any obligation for the SUPPLIER to reimburse, in accordance with this COMMERCIAL AGREEMENT.

8 – INTELLECTUAL PROPERTY



8.1 The SUPPLIER confirms that the Intellectual Property Rights of ATLAS SCHINDLER are solely and exclusively owned by the Schindler Group and agrees to use ATLAS SCHINDLER's Intellectual Property Rights only for the exclusive purpose of executing the OBJECT in accordance with the terms and conditions of this COMMERCIAL AGREEMENT, and not to use or appropriate them for their own benefit or for any other purpose.

8.2 The SUPPLIER agrees to indemnify, defend, and hold ATLAS SCHINDLER harmless against any and all claims, actions, damages, liabilities arising from the violation of any copyrights, patents, or any industrial or intellectual property rights of third parties that may be improperly used in this COMMERCIAL AGREEMENT.

9 – PATRIMONIAL / PROPERTY ASSET - ATLAS SCHINDLER

9.1 All materials, tools, parts, equipment, components, samples, drawings, specifications, and other information provided by ATLAS SCHINDLER to the SUPPLIER in connection with the COMMERCIAL AGREEMENT shall remain the property of ATLAS SCHINDLER at all times and must be used by the SUPPLIER exclusively for the execution of the COMMERCIAL AGREEMENT.

9.1.1 The SUPPLIER must ensure anti-corruption compliance, as well as prevent any misuse, and safeguard all materials, tools, parts, equipment, samples, and the confidentiality of documents and information. The SUPPLIER must return these items to ATLAS SCHINDLER when requested.

10 – SUBCONTRACTING

10.1 The subcontracting of the OBJECT is subject to prior and express approval from ATLAS SCHINDLER, including in cases of subcontractor replacement. If the SUPPLIER subcontracts any portion of the OBJECT, the SUPPLIER remains responsible for its warranty and compliance, as if they had directly contracted it. The SUPPLIER is responsible to ATLAS SCHINDLER for the performance of its SUBCONTRACTORS.

11 – CONFIDENTIALITY AND PERSONAL DATA PROTECTION

11.1 The SUPPLIER, through its partners, employees, representatives, and subcontractors, or directly or indirectly related parties, agrees to maintain absolute confidentiality and treat as trade secrets or industrial secrets any technical, commercial, organizational information, knowledge, records, and documents in all their forms, which are of interest to ATLAS SCHINDLER and any related company, as well as its clients and business partners, and which, in connection with the COMMERCIAL AGREEMENT, may become known to the SUPPLIER and/or individuals designated by them, and in which confidentiality interests cannot be excluded.

11.2 The obligations mentioned herein will continue to exist for a period of 5 (five) years after the termination of the legal relationship between ATLAS SCHINDLER and the SUPPLIER.

12 – CONTRACT TERMINATION – *checar tradução (rescisão)*

12.1 The PARTIES may terminate the COMMERCIAL AGREEMENT, in whole or in part, regardless of judicial or extrajudicial notice or notification, without prejudice to any other rights in the following cases:

12.1.1 Declaration of Bankruptcy, Judicial or Extrajudicial Liquidation, Judicial or Extrajudicial Recovery, Dissolution, and the Transfer of activities related to either PARTY;

12.1.2 An event of Force Majeure or Fortuitous Event that delays the execution of the COMMERCIAL AGREEMENT for more than 60 (sixty) days;

12.1.3 Default by either PARTY in fulfilling its obligations under this Instrument, unless rectified within 10 (ten) days of notification to the other PARTY;

12.1.4 Acts that bring commercial disrepute to ATLAS SCHINDLER or the SUPPLIER;

12.1.5 Any violation of the law or regulations under the Schindler Code of Conduct – Suppliers to ATLAS SCHINDLER.

12.2 This COMMERCIAL AGREEMENT may be terminated at any time by either PARTY with prior written notice, with at least 30 (thirty) days' notice, regardless of any penalties, fines, or indemnities, except for the charges stipulated for the period.

13 – PENALTIES

The SUPPLIER shall pay the following penalties:

Delay in Delivery of the OBJECT

13.1 In the event of a delay in the delivery of the OBJECT, caused by the exclusive and proven fault of the SUPPLIER, the SUPPLIER shall pay ATLAS SCHINDLER a PENALTY of 0.5% of the PRICE per day of delay, based on the total value of the current PO (Purchase Order), limited to 15% (fifteen percent) of the PRICE.

13.2 For the application of the PENALTY, any equipment provided in non-compliance with the terms of the COMMERCIAL AGREEMENT will be considered as not delivered.

Performance in Non-compliance with the COMMERCIAL AGREEMENT

13.3 For performance that does not comply with the COMMERCIAL AGREEMENT, the SUPPLIER shall pay a penalty equivalent to 10% (ten percent) of the PRICE of the current PO (Purchase Order).

Breach of Confidentiality Obligation

13.4 For breaching the duty of confidentiality, the SUPPLIER shall pay a penalty equivalent to 30% (thirty percent) of the PRICE of the current PO (Purchase Order), in addition to compensating for any losses and damages suffered by ATLAS SCHINDLER.

Termination for Cause

13.5 In the case of termination for cause, the SUPPLIER shall pay a penalty equivalent to 10% (ten percent) of the PRICE of the current PO (Purchase Order).

Other Penalties

13.6 For any contractual breach that does not have another penalty specified in this instrument, the SUPPLIER shall pay 1% (one percent) of the PRICE of the current PO (Purchase Order), per day of non-compliance.

14 – ETHICS AND COMPLIANCE

14.1 The SUPPLIER agrees to comply with all applicable Brazilian laws, as well as all relevant national and international legislation regarding anti-corruption, money laundering, antitrust, and others, without limitation, as well as the Schindler Code of Conduct – Suppliers, which has already been provided and signed by the SUPPLIER.



14.2 The SUPPLIER declares that it will not make any payment, to anyone, on behalf of ATLAS SCHINDLER, or its representatives, without prior and express consent from ATLAS SCHINDLER, and hereby commits, for itself, its partners/shareholders, directors, advisors, employees, or any agents, not to offer, give, authorize, promise, or receive, directly or indirectly, anything of value, including but not limited to money, information, gifts, among others, for the purpose of obtaining any undue advantage, to employees of ATLAS SCHINDLER, partners/shareholders, directors or advisors, or to public officials, government representatives, political parties, and/or candidates for public office.

14.3 All payment requests under this COMMERCIAL AGREEMENT must be accompanied by detailed and accurate invoices describing the specifications of the work, services, or equipment for which the payments were requested.

14.4 If the SUPPLIER becomes aware of any violation of the aforementioned items, it must promptly inform ATLAS SCHINDLER of such violations.

14.5 Any violation of the provisions in this COMMERCIAL AGREEMENT will be considered sufficient grounds for ATLAS SCHINDLER to declare the COMMERCIAL AGREEMENT, in whole or in part, null and void, in which case the SUPPLIER waives any request for additional payments that may be due under this COMMERCIAL AGREEMENT, except for payments for services already rendered, and will be responsible for losses and damages in accordance with the applicable law.

15 – LIMITS OF LIABILITY

15.1 ATLAS SCHINDLER shall never be held responsible for indirect or consequential damages, such as but not limited to, lost profits, production losses, financial losses, or sales losses. Furthermore, ATLAS SCHINDLER's total liability under the COMMERCIAL AGREEMENT is limited to 10% (ten percent) of its PRICE.

16 – FINAL DECLARATIONS

16.1 The SUPPLIER declares that it holds all the permits, licenses, and authorizations necessary to provide the services and/or manufacture and market the OBJECT.

16.2 The SUPPLIER declares that all its activities and processes are fully compliant with the laws, regulations, and standards applicable to the SUPPLIER, its affiliates, its business, and its products, whether domestic or international.

16.3 The SUPPLIER declares that it has not made any substantial investments due to this COMMERCIAL AGREEMENT. It is hereby established that ATLAS SCHINDLER has no responsibility for any debts or obligations incurred by the SUPPLIER, whether related to the current COMMERCIAL AGREEMENT or not, and neither ATLAS SCHINDLER nor third parties may use this COMMERCIAL AGREEMENT or any other justification to claim any indemnities or reimbursements.

16.4 The SUPPLIER declares and guarantees that it strictly complies with all legal obligations related to the Environment, such as the Environmental Crimes Law (CONAMA), all federal, state, or municipal legal provisions, and standards (NBR, ISO, etc.).

16.5 In accordance with ATLAS SCHINDLER's values, the SUPPLIER commits to respecting diversity, refraining from all forms of prejudice and discrimination, ensuring that no employee or potential employee is treated discriminately based on their race, skin color, ethnic origin, nationality, social status, age, religion, gender, sexual orientation, personal aesthetics, physical, mental or psychological condition, marital status, opinions, political convictions, or any other distinguishing factor.



16.6 The SUPPLIER will have a maximum period of 3 (three) business days to express any disagreement with the terms of the current PO (Purchase Order), with its silence being considered as consent, in accordance with Article 111 of the Civil Code.

16.7 As with possession, the ownership of the OBJECT, or any part of it, shall pass to ATLAS SCHINDLER upon delivery of the goods.

16.8 The risks related to the goods or any part thereof shall be transferred to ATLAS SCHINDLER upon physical delivery.

16.9 All material orders must be fulfilled according to the budgets and conditions agreed upon with ATLAS SCHINDLER's purchasing team, and any changes must be immediately communicated to ATLAS SCHINDLER's buyer.

16.10 ATLAS SCHINDLER's buyer must be immediately informed when the goods are of foreign origin, without any type of processing or modification to the product, serving only ATLAS SCHINDLER's operations in a way that it cannot be marketed to other companies (indirect operation).

17 – DISPUTE RESOLUTION

17.1 The PARTIES choose the Court of the Capital of the State of São Paulo to resolve any disputes related to this COMMERCIAL AGREEMENT, excluding any other court, regardless of its level of privilege.

18 – UPDATE AND REVIEW OF THIS DOCUMENT

Revisions and/or updates to this document will be carried out annually or whenever there are changes and/or revisions that justify updating it for this interval.