

AB ENZYMES – GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

Agreement means a Confirmed Order and/or an agreement between AB ENZYMES and the Buyer for the sale and purchase of Products;

IP Rights means all Intellectual Property Rights owned by (or licensed to) either party and which are, or have been, created or developed independently of the other party. With respect to AB ENZYMES, this includes, without limitation, manufacturing processes, base formulations and/or specifications, which AB ENZYMES has developed independently of the Buyer;

Buyer means the company, partnership or person that places an Order for Products;

Code means AB ENZYMES' code of conduct available at: <https://www.abmauri.com.br/codigo-de-conduta/> or otherwise provided to the Buyer by AB ENZYMES;

Confirmed Order means an Order that has been accepted or deemed accepted by AB ENZYMES in accordance with Condition 3.2;

Delivery means delivery of the Products in accordance with Condition 8.1.1;

Delivery Point means the unloading point at the address stated in the Purchase Order or another address agreed between the parties in writing;

Force Majeure Event means any circumstances beyond a party's control, including, but not limited to, governmental action, changes in or the coming into force of legislation, including sanctions laws, strikes or other labour disputes, lockouts, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, adverse weather conditions, epidemic, fire, reduction or unavailability of power, telecommunications interruptions, breakdown, stoppage, slow operation or reduced efficiency of plant or machinery, restrictions or delays affecting carriers, shortage or unavailability of raw materials from normal sources of supply;

Insolvency Event means circumstances in which a party is unable to pay its debts, becomes

insolvent, enters liquidation or judicial administration, or suffers any analogous event to any of the foregoing.

Intellectual Property Rights means patents, rights to inventions, trademarks, rights in confidential information (including, without limitation, know-how and trade secrets), copyright, design rights and all similar or related intellectual property rights anywhere in the world, whether registered or unregistered, including, without limitation, any applications for the same;

Loss means any loss, claim, liability, expense or damage suffered or payable, whether arising directly or indirectly;

Order means the Buyer's purchase order or any other written instruction issued by the Buyer for the Products;

AB ENZYMES Affiliates means Associated British Foods plc ("ABF") and any subsidiary of ABF;

Products means goods (or any instalment or part of them), together with any ancillary services, to be supplied under the Purchase Order or agreement entered into between the Parties; and

2. Application of these Conditions

2.1. These terms and conditions relate to a civil relationship between independent, legally capable companies and are governed by Brazilian law in accordance with the principles of the Brazilian Civil Code.

2.2. These Conditions apply exclusively and are therefore the only terms and conditions on which AB ENZYMES is willing to do business with the Buyer, and shall govern and be incorporated into the Agreement and any other agreement and/or Purchase Order relating to the sale and purchase of Products. They apply and prevail over any other terms and conditions that the Buyer may seek to apply, impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. This applies in all cases, even if AB ENZYMES, being aware of the Buyer's general terms and conditions, allows performance/delivery of the Products without reservation.

3. Orders

3.1. Each Purchase Order shall be deemed an offer by the Buyer to purchase the Products and shall be subject to acceptance by AB ENZYMES. The Buyer is responsible for ensuring the accuracy of any Purchase Order.

3.2. Any quotation issued by AB ENZYMES does not constitute an offer, and AB ENZYMES reserves the right to withdraw or revise a quotation at any time prior to AB ENZYMES' acceptance of the Buyer's Order.

3.3. No Order shall become a Confirmed Order unless _____ and _____ until:

3.3.1. AB ENZYMES has accepted such Order in writing; _____ or

3.3.2. AB ENZYMES has dispatched the Products for Delivery or made the Products available for collection.

3.4. The Buyer may not cancel any Confirmed Order except with AB ENZYMES' prior written consent.

4. Prices

4.1. Unless otherwise agreed in writing, the price for the Products shall be:

4.1.1. as set out in the Purchase Order;

4.1.2. in the case of any Delivery of Products by instalments, AB ENZYMES' price as at the delivery date of the relevant instalment;

4.1.3. inclusive of costs relating to packaging, loading, unloading, transport, insurance and freight. AB ENZYMES may charge the Buyer the additional cost of returnable containers and packaging, and credit may be given to the Buyer if _____ returned _____ undamaged;

4.1.4. unless otherwise agreed, AB ENZYMES' prices include standard packaging but exclude ICMS or any taxes, duties, tariffs and charges imposed in any jurisdiction on the Products or the relevant supply ("Taxes"). The amount of any Taxes in connection with the supply of the Products to the Buyer shall be borne by the Buyer and shall be added to each invoice or invoiced separately by AB ENZYMES to the Buyer. If AB ENZYMES grants a discount to the Buyer, such discount shall apply solely and exclusively to the supply specifically referred to in the Order Confirmation.

4.2. Notwithstanding Condition 4.1, AB ENZYMES reserves the right, at any time prior to Delivery of the Products, to increase the price of

those Products to reflect evidenced increases in AB ENZYMES' costs to produce and/or supply the Products, including, without limitation, any increases in raw material costs, utilities costs, energy costs, transport costs, currency fluctuations and any other cost increases. AB ENZYMES shall give the Buyer prior notice of the price increase or change.

4.3. If prices increase after the Order Confirmation, the **Buyer** may cancel the Order without liability to either party by giving written notice to AB ENZYMES, which must be delivered within **02 (two) business days** after the Buyer has been informed of the price change.

5. Additional costs

5.1. The Buyer shall indemnify AB ENZYMES in respect of any Loss incurred by AB ENZYMES because _____ of:

5.1.1. the Buyer's instructions or lack of instructions;

5.1.2. any failure or delay by the Buyer to take delivery of or accept Delivery of the Products in accordance with the Agreement; or

5.1.3. infringement or alleged infringement of any third-party IP Rights where the Products are made in accordance with the Buyer's specific instructions.

6. Payment terms

6.1. Unless otherwise agreed in writing:

6.1.1. AB ENZYMES shall be entitled to invoice the Buyer for the price of the Products at any time after acceptance of the Purchase Order.

6.1.2. Unless otherwise stated in the Order Confirmation, payment shall be made by **bank payment slip** by its due date. All payments shall be made without any deduction for Taxes and free from any set-off or counterclaim, save for deductions of undisputed and due amounts.

6.2. The Buyer shall make all payments due to the AB ENZYMES account as notified to the Buyer, without any deduction, whether by set-off or otherwise.

6.3. If the Buyer fails to make any payment on the due date (or exceeds the limit on any payment account agreed with AB ENZYMES), then, without prejudice to any other right or remedy available, AB ENZYMES shall be entitled to:

6.3.1. suspend further deliveries of Products (as well as other supplies under any other agreement) until the Buyer has paid the overdue amount in full; and
6.3.2. charge a **3% (three per cent) fine and interest at 1% (one per cent) per month** on any overdue amount, with such interest calculated **pro rata die** from the due date until the date of full payment of all overdue amounts. All costs incurred by AB ENZYMES in connection with the collection of overdue amounts (including, but not limited to, attorneys' fees, expert fees, court fees and other litigation-related expenses) shall be borne by the Buyer.

6.4. The Buyer is not permitted to set off any amount against amounts due to AB ENZYMES.

7. Intellectual property

7.1. Neither party shall have, acquire or obtain title to (nor shall it have or obtain any license to use or modify) the other party's IP Rights. Neither party shall do or permit any act which may indicate that it has any right, title or interest in the other party's IP Rights. AB ENZYMES' intellectual property rights disclosed to the Buyer to support performance of the supply shall remain the property of AB ENZYMES, and the Buyer shall be obliged to keep them as confidential information.

7.2. Unless otherwise agreed in writing, all IP Rights in the Products and related documentation shall belong to AB ENZYMES.

7.3. When using the Products, the Buyer must consider all existing industrial property rights (patents and trademarks). Many of the goods supplied by AB ENZYMES bear one of our registered trademarks. Where the goods are processed, the trademarks may only be used on the resulting product with AB ENZYMES' prior written authorization. This shall apply to all stages of processing and industrialization.

7.4. All intellectual property in or relating to the Products is solely and exclusively owned by AB ENZYMES.

7.5. Any work, results, reports and any documents obtained, developed and/or prepared by AB ENZYMES shall be and remain the exclusive property of AB ENZYMES.

8. Delivery and returns

8.1. Unless otherwise agreed in writing:

8.1.1. Unless otherwise stated in the Order Confirmation, deliveries of Products may be **Ex Works** or **CIP**, and any delivery times and dates given by AB ENZYMES are estimates only and shall not be of the essence.

8.1.2. Where required, the Buyer shall provide access to the Delivery Point, together with suitable equipment and labor to receive the Products.

8.2. Delivery dates shall not be binding unless AB ENZYMES has designated them as binding in writing. AB ENZYMES shall use reasonable efforts to meet the delivery deadlines requested by the Buyer but reserves the right to change them. AB ENZYMES shall not be liable for any loss or damage arising from any delay in delivery. AB ENZYMES is entitled to make partial deliveries.

8.3. AB ENZYMES is entitled to deliver the Products that are the subject of the Order Confirmation in instalments, and to invoice such instalments separately. Delay in delivery of any Products shall not release the Buyer from its obligation to accept delivery, except where it would not be reasonable to expect the Buyer to accept such late delivery. The Buyer shall be obliged to accept the Products and to pay the amounts specified in the Confirmation Order in respect of the quantities of Products delivered by AB ENZYMES.

8.4. Products may not be returned without AB ENZYMES' prior written authorization and, if authorized, the Products must be unused and returned (at the Buyer's expense) in their original packaging to the address specified by AB ENZYMES.

8.5. If AB ENZYMES fails to meet delivery deadlines due to force majeure events, including operational impediments, lack of raw materials, road blockages, official orders or regulations, changes in exchange rates, war, industrial disputes or other circumstances beyond AB ENZYMES' control, AB ENZYMES shall be released from its obligation to supply the Products for the duration of the force majeure event; i.e., agreed delivery deadlines shall be extended for the duration of the force majeure event. In such case, AB ENZYMES shall notify the

Buyer immediately, and AB ENZYMES shall not be liable for any losses, damages, costs or expenses resulting from or in connection with any delay, restriction, interference or failure to perform its obligations to the Buyer due to force majeure events and/or acts of God.

9. Transfer of risk and title; retention of title

9.1. Unless otherwise agreed in writing, risk in the Products shall pass to the Buyer upon Delivery at the Delivery Point, and title to the Products shall pass only when AB ENZYMES has received payment in full for the Products and for any other legitimate claims arising from the business relationship with the Buyer (including any outstanding invoices).

9.2. Until title to the Products has passed to the Buyer, the Buyer shall:

9.2.1. have a right of possession of the Products only;

9.2.2. store the Products safely and keep them in satisfactory condition;

9.2.3. ensure that the Products remain readily identifiable as the property of AB ENZYMES and not remove, deface or obscure any identifying mark or packaging;

9.2.4. insure the Products against all risks for their full value from the date of Delivery;

9.2.5. provide AB ENZYMES with such information as AB ENZYMES may reasonably request in relation to (i) the Products and (ii) the Buyer's current financial position.

9.3. Notwithstanding Clause 9.2, the Buyer may process or resell the Products in the ordinary course of its business. The Buyer hereby assigns to AB ENZYMES all claims up to the amount of the final invoice value (including VAT) of AB ENZYMES' claims to which the Buyer is entitled arising from the resale to its customers or third parties, irrespective of whether the Products have been resold without or after processing. AB ENZYMES' retention of title also extends to products resulting from processing. If the Products are processed, combined or mixed with materials not belonging to AB ENZYMES, AB ENZYMES shall acquire co-ownership of the resulting products in the proportion of the value of AB ENZYMES' goods to the value of third-party goods. In such cases, AB ENZYMES shall be deemed to be the manufacturer, without any obligation on AB ENZYMES' part, and the Buyer

shall be deemed to be AB ENZYMES' bailee in this respect. The Buyer is authorized to collect the claim assigned to AB ENZYMES for as long as it meets its obligations towards AB ENZYMES and does not suffer any loss of assets. AB ENZYMES' authority to collect the claim itself remains unaffected. AB ENZYMES shall not collect the claim for as long as the Buyer meets its payment obligations from the amounts collected, is not in default and has not applied for the opening of insolvency proceedings or suspended payments. At AB ENZYMES' request, the Buyer shall provide AB ENZYMES with the information necessary for collection and notify the debtor of the assignment. Nothing in this Clause 9.3 grants the Buyer any right to return the Products or to refuse or delay payment for them. These rights to process or resell the Products shall automatically terminate or be suspended upon termination or suspension of the Agreement. If AB ENZYMES is unable to determine the location of any Products in respect of which the Buyer's right of possession has ended, the Buyer shall be deemed to have sold all Products of the type sold by AB ENZYMES to the Buyer in the order in which they were paid for by the Buyer.

9.4. The Supplier undertakes, at the Buyer's request, to release the security interests to which it is entitled to the extent that the realizable value of the Supplier's security exceeds the claims to be secured by more than **10%**. The choice of which security interests are to be released shall be at the Supplier's discretion.

9.5. For as long as retention of title exists, the Buyer may not pledge the Products subject to retention of title or goods manufactured from them as security to third parties without AB ENZYMES' written consent. In the event of seizures and other interventions by third parties, the Buyer must immediately inform AB ENZYMES in writing.

9.6. The Buyer grants AB ENZYMES permission, upon reasonable prior notice, to enter the premises where the Products are stored in order to inspect them or, where AB ENZYMES is entitled to terminate the Order in accordance with Condition 12, to recover them.

10. Warranties and Representations

10.1. The sole warranty given by AB ENZYMES is that the Products meet the Specifications on the date of their delivery to the Buyer. If and to the extent that the Products do not conform to such warranty, AB ENZYMES may, at its option, within a reasonable time, repair or replace the defective Products at no cost to the Buyer, or grant the Buyer a credit in an amount equal to the price of the defective Products stated on the original invoice. AB ENZYMES' obligation shall be limited solely to repairing or replacing the non-conforming Products or granting a credit, and nothing more.

10.2. AB ENZYMES warrants that, at the time of delivery, the Products:

10.2.1. shall conform in all material respects with any specification set out in the Confirmed Order; and

10.2.2. shall comply with applicable legal and regulatory requirements in Brazil.

10.3. The Buyer shall exclusively assume the risk of processing the Products. Although AB ENZYMES shall use reasonable efforts to ensure that the Products are manufactured in accordance with the agreed specification, the decision as to the suitability of the Products for a specific application is the responsibility of the Buyer and/or the relevant user. AB ENZYMES is not obliged to provide advice regarding applications of its Products. However, if AB ENZYMES' employees or agents provide any advice regarding applications – including matters related to third-party industrial property rights – such advice is provided without legal obligation and does not relieve the Buyer of its obligation to test AB ENZYMES' Products and assess their suitability for the Buyer's purposes. AB ENZYMES assumes no liability for misuse of the Products or for failure by the Buyer or third parties to comply with legal and contractual obligations.

10.4. If any Products do not conform to the warranty given in Condition 10.1, AB ENZYMES shall, at its discretion, repair or replace the defective Products, or refund in full the price of the defective Products. This is subject to:

10.4.1. claims regarding any defect, fault or deficiency which is apparent on reasonable inspection on delivery being received by AB ENZYMES no later than **07 (seven) days** from the date of delivery of the Products to the Buyer. As regards claims relating to any defect, fault or

deficiency that is not apparent, the time limit for AB ENZYMES' receipt of the claim shall be **07 (seven) days** from the date the defect, fault or deficiency is identified, provided that it does not exceed **06 (six) months** from delivery or the Product's shelf life, whichever is shorter. Any use of the Products by the Buyer shall be deemed unconditional acceptance of the Products on the delivery date and a waiver of any claims in respect of the Products;

10.4.2. the Buyer giving AB ENZYMES a reasonable opportunity to inspect and/or examine the Products;

10.4.3. the Buyer making no further use of the Products after discovering the alleged defect, unless AB ENZYMES has given written authorization for continued use;

10.4.4. the Products have been used and stored in accordance with instructions issued by AB ENZYMES or in accordance with general trade practice;

10.4.5. the Products not having been altered by the Buyer or by any third party; and

10.4.6. the defect or non-conformity having not arisen as a result of AB ENZYMES following any requirement or specification of the Buyer.

10.5. Determination of whether the Products delivered conform to the Specifications agreed between the Parties shall be carried out solely by AB ENZYMES, by means of analysis of samples or records maintained by AB ENZYMES, taken from the batches or series from which the Products originate, in accordance with AB ENZYMES' methods of analysis. If the Parties do not agree regarding the quality of the batches or series of Products supplied by AB ENZYMES to the Buyer, AB ENZYMES shall submit representative samples of such batch or series to an independent laboratory reasonably acceptable to the Buyer, for such laboratory to determine whether the relevant batches or series met the Specifications. The results of such analysis shall be binding on the Parties and the Party unable to sustain its position shall bear the laboratory-related costs.

10.6. Defects in part of the Products shall not entitle the Buyer to reject the Delivery in its entirety, unless agreed with AB ENZYMES or where it cannot reasonably be expected that the Buyer accepts Delivery of the remaining non-defective parts of the Products. No claim shall

affect the Buyer's obligation to pay AB ENZYMES the prices for Products delivered.

11. Recall and/or withdrawal of Products

11.1 The Buyer shall maintain up-to-date and accurate records to enable the prompt withdrawal or recall of the Products from the market.

11.2 Each party shall immediately notify the other upon becoming aware of any court order or other request from any governmental or regulatory authority to withdraw or recall Products from the market (a "**Recall Notice**").

11.3 The Buyer shall notify AB ENZYMES of any circumstances indicating that Products available for sale on the market are defective, faulty, unsafe or otherwise non-compliant with applicable legislation (a "**Defect Notice**").

11.4 The Buyer shall reasonably cooperate with and assist AB ENZYMES in relation to any Recall Notice and/or Defect Notice and/or in relation to any other circumstances in which AB ENZYMES has notified the Buyer that it wishes to withdraw or recall Products from the market, including, without limitation:

11.4.1 following AB ENZYMES' instructions relating to the withdrawal and/or recall of the Products from the market;

11.4.2 providing AB ENZYMES with such information as it may reasonably require in relation to the Products subject to the recall or withdrawal;

11.4.3 sending to the Buyer's customers any notices from AB ENZYMES relating to the manner of use, operation or safety of the Products.

11.5 Subject to applicable legislation, the Buyer shall not:

11.5.1 carry out a recall or withdrawal of any Products without AB ENZYMES' prior written consent, and any recall or withdrawal carried out without AB ENZYMES' consent shall be at the Buyer's sole risk; or

11.5.2 disclose, share or issue any information, correspondence, communication or other materials relating to the recall or withdrawal.

12. Termination or cancellation

12.1 AB ENZYMES may terminate the Agreement or suspend its performance (and/or terminate or

suspend the performance of any other supply agreement) with immediate effect and without liability by giving written notice to the Buyer if:

12.1.1 the Buyer commits a material breach of any term of the Agreement and (if such breach is capable of remedy) fails to remedy the breach within **14 days** after being notified to do so;

12.1.2 the Buyer fails to pay any amount properly due under the Agreement or Purchase Order; and

12.1.3 the Buyer enters dissolution or liquidation (other than for the purpose of reorganisation, merger or incorporation, with AB ENZYMES' consent) or enters into any judicial or out-of-court reorganisation proceedings, or bankruptcy, or if an administrator is appointed over all or a substantial part of its assets.

12.2 The Buyer shall have no right to cancel any Confirmed Purchase Order, whether due to any act, omission or default by AB ENZYMES or for any other reason.

12.3 Upon termination of the Agreement for any reason, all outstanding amounts under the Agreement shall become due and payable by the Buyer as from the date of termination.

12.4 Termination of the Agreement, for any reason, shall not affect any rights and remedies of the parties that have accrued up to the date of termination. The conditions which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

13. Limitation of liability

13.1 AB ENZYMES' liability for any and all claims arising out of or relating to the Products and their Uses shall be limited, per occurrence, to direct damages demonstrably caused to the Buyer, and shall in no circumstances exceed, in the aggregate, the sale price of the defective batch of the relevant Products supplied to the Buyer.

13.2 In no event shall AB ENZYMES be liable to the Buyer or any third party for loss of profits, or for any special, incidental, indirect, consequential or punitive losses, damages, expenses or costs of any kind, including, but not limited to, losses and damages based on loss of goodwill, reduction in sales or profits, delay in delivery, production or work failures or stoppages, damage to other products, or based

on any other cause, even if arising out of or relating to breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

13.3 The Buyer shall indemnify AB ENZYMES for any losses or damages caused to it, directly or indirectly, including, but not limited to, losses or damages caused by the specifications or instructions given by the Buyer, or the lack thereof; any failure or delay by the Buyer in taking delivery; or misuse by the Buyer.

13.4 Any further liability for damages is excluded. To the extent that liability for damages against AB ENZYMES is excluded or limited, this shall also apply to the personal liability for damages of AB ENZYMES' workers, employees, representatives and agents.

13.5 Unless otherwise stated in this instrument, the Buyer may not bring any action unless the Buyer first sends AB ENZYMES written notice of any claim that may exist against AB ENZYMES within **30 (thirty) days** from the date the Buyer becomes aware of the event. Any action must be brought by the Buyer within a maximum of **12 (twelve) months** after sending such notice to AB ENZYMES.

14. Force Majeure

14.1 Except for the Buyer's obligation to pay for the Products, neither party shall be liable under the Agreement for any delay or failure to perform the Agreement or Purchase Order resulting from a Force Majeure Event. The party subject to a Force Majeure Event shall notify the other party in writing when such event causes any delay or failure. The time for performance of any obligation affected by a Force Majeure Event shall be extended by the period reflecting the delay caused by the Force Majeure Event. If the Force Majeure Event persists for more than **30 days**, either party may terminate the Agreement and/or the relevant Confirmed Order by giving written notice to the other party.

14.2 AB ENZYMES shall not be liable for any losses, damages, costs or expenses resulting from or in connection with any delay, restriction, interference or failure to perform its obligation towards the Buyer due to force majeure events and/or acts of God.

15. Ethical Standards and Sanctions Compliance

15.1 In recognition of the parties' commitment to ethical and sustainable business practices:

15.1.1 The parties shall comply with applicable laws, including all economic and/or trade sanctions laws, regulations and any other binding measures of Brazil, the European Union, the United Nations, the United Kingdom, the United States of America or any other jurisdiction applicable to the parties, including, among others, the **UK Bribery Act 2010** and Brazilian Law No. **12,846/2013** (the Brazilian Anti-Corruption Law);

15.1.2 The Buyer shall comply with (i) the Code or (ii) its own codes and policies relating to ethical standards and sustainability, which the Buyer confirms are aligned with and meet the standards set out in the Code, and shall have measures in place to monitor and ensure compliance with this Condition 15.1.1.

15.2 In line with AB ENZYMES' commitment to maintaining ethical and sustainable business practices, the Buyer warrants and undertakes that, in relation to any matter arising from, or subordinate to, any supply, it shall: (a) protect labor rights, including by ensuring: safe and hygienic working conditions, freedom of association, payment of the minimum wage, non-excessive working hours, no discriminatory practices, and that it does not engage in any form of moral or sexual harassment; that no inhumane or harsh treatment is permitted; that no form of slave labor is permitted under any circumstances; and that it does not use child labor, save that minors under sixteen (16) years of age may work as apprentices from fourteen (14) years of age, as permitted under applicable law;

(b) ensure that environmental management programmes are compliant;

(c) not offer, promise, give or receive any improper payments, facilitation payments, bribes and/or other improper advantages to or from any person, customer or supplier; and (d) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intent to influence them and obtain or retain an advantage in the conduct of business.

16. Miscellaneous

16.1 A waiver of any right or remedy under the Agreement shall be effective only if given in writing and, if so given, shall not be deemed a waiver of any subsequent or different breach or default.

16.2 No variation of these Conditions shall be valid or effective unless made in writing, refers to these Conditions, and is duly signed or executed by or on behalf of each party.

16.3 Each party acknowledges that it may have access to confidential information relating to the business or activities of the other party. Each party specifically agrees that it shall keep such confidential information confidential and shall not use it for any purpose other than performing (or exercising rights in relation to) the Agreement (as applicable), and shall not disclose, directly or indirectly, such confidential information to any third party, except as provided in Conditions 16.3 and 16.4, without the other party's prior written consent.

16.4 AB ENZYMES may disclose confidential information received from the Buyer to its Affiliates, relevant service providers and professional advisers, subject to confidentiality obligations.

16.5 Nothing shall prevent the use or disclosure by either party of information that is already in the public domain (except due to that party's default) or that such party acquires independently of the other party without restriction on disclosure or use or prevent disclosure to the extent required by law or regulation.

16.6 If any provision of the Agreement is held to be invalid or unenforceable, that provision shall, to the extent of such invalidity or unenforceability, be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.

16.7 AB ENZYMES may assign the Agreement or subcontract it in whole or in part. The Buyer shall not seek to assign, transfer, charge or otherwise deal with its rights or obligations under the Agreement without AB ENZYMES' prior written consent.

16.8 AB ENZYMES' rights and remedies under these Conditions shall be cumulative and no

right or remedy of AB ENZYMES set out in these Conditions shall be deemed to be in substitution for any other right or remedy.

16.9 Any notice required or permitted to be given by either party to the other shall be in writing, addressed to the other party at its registered office or principal's place of business. Notices (other than for the commencement of legal proceedings) may also be sent by email to an approved email recipient (as notified by the receiving party in writing), provided that no delivery failure notification or out-of-office message is received.

16.10 Nothing in the Agreement creates a partnership, joint venture, employer–employee or principal–agent relationship between the parties, and no employee of one party shall be deemed to be or become an employee of the other party.

16.11 AB ENZYMES and the Buyer are independent contractors, and the business relationship created by this instrument shall not be construed as a commercial agency or distribution relationship. Accordingly, the supply of goods and/or the performance of services shall not create any relationship of any nature, including employment, between AB ENZYMES and the Buyer's directors, partners, agents and employees, as the parties agree that the relationship is civil in nature. The Buyer shall be responsible for paying all labour, insurance, social security and other charges of any nature arising from the supply, as well as for making the required registrations in relation to all its employees allocated to the supply.

16.12 AB ENZYMES shall not, under any circumstances, be liable to the Buyer by reason of any representation, warranty, condition or term of this instrument for any indirect loss or damage, any loss of profit (direct or indirect) or loss of business or future business, among others, arising out of or in connection with the supply, and AB ENZYMES' total liability to the Buyer for direct damages demonstrably caused shall not, in any circumstances, exceed the value of the Order.

16.13 AB ENZYMES' failure at any time to require performance of any provisions of these Terms and Conditions shall not be deemed a waiver of AB ENZYMES' right to act or to require

performance, and AB ENZYMES' rights shall not be affected by any delay, failure or omission in requiring performance of such provisions. No waiver by AB ENZYMES of any breach of the Buyer's obligations shall constitute a waiver of any prior or subsequent breach.

16.14 The Agreement shall not be enforceable by any person other than the Buyer and AB ENZYMES.

16.15 The Agreement constitutes the entire agreement between the parties in relation to the relevant subject matter and supersedes all prior agreements, arrangements and understandings, whether written or oral, between the parties relating to that subject matter.

16.16 Governing law and jurisdiction. The courts of the district of **São Paulo** are elected to settle any disputes relating to this instrument, with the parties waiving any other jurisdiction, however privileged it may be.