



Commercial

General Terms and Conditions

Commercial - General Terms and Conditions

The purpose of this document is to establish the general rules that will apply to the services provided by Contractor (BTP) to Customer, in addition to the terms and conditions provided in the Price List agreed between the Parties.

SUMMARY

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CLAUSE ONE - CUSTOMER

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1.1. The concept of Customer includes: a) its subsidiaries; b) the companies of the same economic group and c) the companies controlled by Customer.

1.1.1. All companies included in the concept of Customer shall be jointly and severally liable for the payment of the amounts regarding the services rendered by Contractor.

1.2. Customer shall inform the taxpayer identification number (CNPJ) for all companies that will be part of this negotiation and said list shall be attached to the Price List agreed between the Parties hereto.

1.2.1. CNPJ's not appearing in the list provided in clause 1.2 shall be charged the prices and terms established in the Public Tariff of Contractor.

1.3. In case the Price List is signed by a customs broker or freight forwarder on behalf of Customer, the customs broker/freight forwarder shall be subsidiarily liable for the payment of all services that may be rendered by Contractor to the importer/exporter.



CLAUSE TWO – CARGO

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2.1 Customer hereby states that all containers discharged at Contractor's shall be stored in the latter's Terminal and shall be given another destination through the Contractor's Customer Portal within forty-eight (48) business hours prior to the ship's berthing. Otherwise processes shall be subject to the application of the terminal Public Tariff.

2.2 In cases where Customer may wish to transfer the containers to another Terminal, either a dry or a water terminal, the procedure provided in clause 2.1 shall also be adopted; however, in this case, Customer shall give its reasons therefor. When not acting as provided in this clause, Contractor may automatically cancel the then effective Price List, inform Customer about the cancellation, and apply the terminal Public Tariff.

2.3 Customer shall comply with the minimum monthly volume or invoicing established in a specific clause of the Price List agreed by the Parties hereto.

2.3.1 In case of noncompliance with the provisions of clause 2.3, Contractor may cancel the attached Price List and apply its Public Tariff thereafter. In such a case, Contractor will send Customer an email notifying the cancellation.

2.4 Customer shall, further, observe the maximum dwell time for container storage according to a specific clause in the Price List agreed by the Parties hereto.

2.4.1. Once the maximum volume and dwell time are reached, Customer shall arrange for the removal of the units to another bonded warehouse of its choice.

2.4.2. In order to comply with the conditions set forth in clauses 2.4 and 2.4.1, Customer will be responsible for inventory management, according to information available in the Customer Portal of Contractor.

2.5 The amounts due as a result of the abandonment of the cargo will be charged to Customer, including the claim for reimbursement for expenses incurred in providing the service, as well as those corresponding to the destruction and disposal of the waste generated.



CLAUSE THREE – PRICES

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3.1 All prices and conditions offered by Contractor in its Price List will be maintained, provided that Customer expressly accepts them within 10 (ten) days from the date of issue of the Price List. If this deadline is not observed, a new negotiation between the Parties will be necessary.

3.2 The agreed prices will be adjusted according to the specific clause foreseen in the Price List agreed upon between the Parties, using as minimum basis the accumulated National Consumer Price Index (INPC) of the agreed validity period, provided it is positive.

3.2.1 The index to be considered will be that of two (02) months prior to the maturity of the instrument so as to allow time for negotiation.

3.2.2 In case the INPC index suffers negative impacts, the Parties agree to maintain the values foreseen in the Price List in effect until there is a new negotiation.

3.3 Any services not contemplated in the Price List will be subject to specific negotiation between the interested Parties, and, in the absence of prior negotiation, they will be billed according to the Contractor's Public Tariff in effect at the time of billing.

3.4 If Customer does not use the Price List for a period of two (2) continuous months, it will be automatically cancelled, and Contractor will inform Customer of the cancellation and indicate the date from which the negotiated price list will no longer be in effect. Contractor will apply the Public Tariff to containers loaded and unloaded after this date unless there is a new negotiation between the Parties.

3.5 The amounts in the Price List do not include taxes, which will be charged according to the legislation in effect.

3.5.1. All taxes, contributions and fees, rates and charges that may be levied on any payments due will be added to the value of the service.

3.6. In case of undue setoff, withholding, discount, or deduction of amounts, Customer must pay the difference within 5 (five) days.



CLAUSE FOUR – INVOICING

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4.1 Payments for the services rendered by Contractor shall be made by Customer in Real, in cash or invoiced, as agreed between the Parties in the Price List, which is an integral part of this document.

4.2 Notwithstanding the agreement between the Parties, Customer hereby states that if the container exceeds the thirty (30) day storage period at the Terminal, Contractor may make the respective invoicing at any time, and Customer shall make the payment due in respect of all services provided by Contractor.

4.3 In case of change of registration data, responsible persons and/or other information necessary for the provision of services and billing, Customer undertakes to inform Contractor immediately in writing via the e-mail faturamento.cs@btp.com.br, or for export cases, the person in charge of billing can be updated/changed at tas.com.br -> *processos* -> *exportação* -> *ajuste responsável pelo faturamento*.

4.3.1 Customer shall immediately inform Contractor in writing, as per clause 4.3, while the unit is at the terminal. Any change in the invoice after its issuance will only be made with the prior approval of the Billing area and payment of the fee available in item 6.26 of the Public Tariff or as provided in the price list negotiated with Customer.

4.3.2 To deal with any doubts, complaints or suggestions related to billing, Customer can contact Contractor by the e-mail: faturamento.cs@btp.com.br or on the numbers (13) 3295-5150 / 5189.

4.3.3 Contractor does not apply cutoff date in its billing, which is done on a daily basis through the standard procedures of each nature.

4.3.4 Regarding the procedures instituted as a result of REINF module (in the Public Tax Accounting System), the services provided by Contractor are not subject to withholding, and it is not necessary to adopt any related restrictions.

At sight payment

4.4 Payment for the services provided by Contractor through cash payment must be made via bank deposit or PIX before removal of the container(s) from the Contractor's terminal.

4.5 Customer will be fully and exclusively responsible for simulating the calculation through BTP Smart Portal at <https://smart.btp.com.br/> and may pay in two ways: preferably using "PIX Cópia e Cola" or the "QR Code" until 11:59 p.m. on the storage period expiration date, for immediate release of the process.

4.6 In case of payments via TED, DOC or PIX transfer, Customer will be responsible for identifying the payments, and must send the deposit slip by 5:00 p.m. of the due date of the storage period, also through BTP Smart Portal.

4.6.1 If the deadline for sending the receipt is not met, verification of the process will only occur on the next business day and is subject to additional charges.

4.7 After payment, the consignee must remove the units within forty-eight (48) hours after the storage period expiration date. After this period, additional services will be charged and must be paid for before the cargo is picked up.

Invoice payment

4.8 The services rendered by Contractor will be invoiced after the container has been removed, and Customer should make the payment according to the deadline established in the Price List agreed between the Parties, which will start to be counted from the date the invoice is issued.

4.8.1 The invoice will be issued to the importer CNPJ stated in the import document (except for duly documented commercial exceptions. Any necessary references in the invoices for import processes must be managed by the applicant requesting the change on a specific field provided in our website, and such items will be exclusively used in the calculation statement).

4.9 The services provided by Contractor will be invoiced after the container has been removed, and the invoice will be issued to the CNPJ stated in the export documents (DUE/RUC) (except when Customer changes the responsible party in the Customer Portal or sends it previously by e-mail while the unit is still in Contractor's terminal).

4.9.1 In case Customer gives up exporting the container for any reason:

a) customer under at-sight payment term – costs should be requested via email to faturamento.cs@btp.com.br, informing the billing CNPJ and the expected date of removal. To release the container, proof of payment must be sent to the same e-mail address above by 5 p.m. on the date of the removal deadline.

b) customer under invoice payment term - inform by e-mail that the shipment is being given up along with the release CNPJ. Billing will take place after removal of the cargo.

4.10 Customer should pay via a payment slip, which will be sent by Contractor by email along with the invoice and respective calculation statement.

4.11 If Contractor authorizes Customer to pay through deposit into bank account, Customer should provide Contractor with the contact details of the person responsible for its accounts payable department and deposit on the due dates. Otherwise, there will be interest and a fine for the delay period as provided herein.

4.11.1 If payments are not identified, Customer runs the risk of being listed as bad debtor.

4.11.2 In case of late payment, Customer should contact Contractor by the email: atendimento.cobranca@btp.com.br.

4.12 In case the invoice is contested, Customer shall send his questions at least five (05) days prior to respective invoice due date.

4.12.1 Notwithstanding any contesting, Customer shall pay the undisputed portion until the invoice due date under penalty of having the penalties set forth herein applied.

4.13 Any credit granted to Customer through a specific clause contained in the Price List may be cancelled at the discretion of Contractor, and such cancellation shall not invalidate the prices negotiated between the Parties. In such case, the rules regarding the at-sight payment term will apply as provided herein.

4.14 If Customer defaults, the credit agreed between the Parties hereto may be suspended immediately by Contractor without prior negotiation.

4.15 Contractor may at any time revise the credit granted herein upon notifying Customer accordingly.

4.16 When the total accumulated value of all invoices (whether or not due) issued by Contractor and not yet paid by Customer exceeds the maximum amount provided in the agreed upon Price List, the excess amount will become immediately enforceable by Contractor. Customer hereby assumes the obligation to pay Contractor, in cash, the amounts exceeding the Maximum Amount.



CLAUSE FIVE – PENALTIES

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5.1 Any delay in payments shall lead to the application of the following penalties on the amounts due and unpaid: (a) a non-compensatory fine of two percent (2%) on any due amounts; and (b) interest for late payment at one percent (1%) a month, prorated.

5.2 In case of delay in payment, Customer shall be subject to: (a) administrative collection; (b) inclusion in Serasa credit default list; (c) submission of protest for unpaid invoice; (d) blockage of scheduling for the entry of containers in the terminal; (e) credit blockage, and permission to remove the cargo only upon cash payment; and (f) judicial collection.



CLAUSE SIX – STATUTORY OBLIGATIONS

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6.1 Each Party is solely and exclusively responsible for its employees and respective labor, tax, and other liabilities.

6.2 Except as strictly necessary to comply with applicable laws, regulations, court orders, arbitration awards, or for the benefit of a Party's counsel or legal auditors, the Parties agree that the Price List shall be kept strictly confidential between the Parties, under penalty of cancellation, with immediate effect, without prejudice to applicable legal measures.

6.3 Customer must observe all legislation in effect, including, but not limited to, the rules relating to safety, occupational health, and environment, e-social, being fully responsible for any application of penalties to Contractor for their noncompliance, in any spheres.

Compliance - Anticorruption

6.4 Each Party represents and undertakes that, in the performance of this Agreement, it and all of its affiliates, directors, officers or subcontractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments, including those relating to anti-corruption, competition law and foreign trade controls (export control laws and sanctions of the UN, EU, US or other relevant regulatory body). For the sake of clarity:

(a) Neither Party will give, promise, or attempt to give or approve the giving of anything of value to any person for illegal purposes or to obtain or retain business improperly.

(b) Neither party is subject to sanctions under foreign trade controls. Neither Party will deal, or cause the other Party to deal, with any person or entity in respect of transactions prohibited by foreign trade controls,

except with the prior written consent of the other Party; or which may damage the commercial or reputational interests of the other Party, even if not in violation of any foreign trade controls.

(c) Customer warrants that it has obtained all necessary export, re-export and import licenses or permits for any items being shipped hereunder and that no items being shipped are subject to any other foreign trade control prohibitions. Customer warrants that no items are being shipped to or from any party with whom such a transaction would be prohibited by foreign trade controls.

6.5 Each Party has established processes and maintains policies and procedures to prevent violation of Clause 6.4.

6.6 If a Party materially breaches any of its obligations or representations in this clause, the other Party may terminate this Agreement with immediate effect without incurring any liability.

6.7 The Parties undertake to observe all laws relating to anticorruption, whether national or otherwise, as well as the Contractor's Code of Conduct, contained in the link https://www.canalintegro.com.br/Clientes/btp/download/codigo_conduta.pdf. Failure to comply with the provisions of this clause will be deemed a very serious breach, and the harmed Party may promptly terminate the contract without previous notice.

LGPD – Brazil's General Data Protection Law

6.8 Contractor and Customer declare to be aware of and undertake to comply with all Brazilian provisions, legislations, and rules, and, where applicable, foreign legislations and rules, which regulate the rights to privacy and protection of personal data, including, but not limited to, Brazilian Law No. 13.709/2018 ("Brazilian Data Protection Law") and Brazilian Law No. 12.965/2014 ("Marco Civil da Internet"), and, where applicable, the European Union's General Data Protection Regulation (GDPR - General Data Protection Regulation No. 679/2016) (hereinafter referred to simply as the "Legislation").

6.9 Contractor and Customer declare that they will ensure compliance with the Law by all their employees, representatives and/or third parties involved in the processing of Personal Data and will take responsibility for any failure or non-compliance with the Law by their employees during such processing.

6.10 If, in connection with the performance of the Agreement, it is necessary for Contractor or Customer to process Personal Data provided by the other Party, both accept and acknowledge that they shall:

- a) carry out the processing of Personal Data following strict instructions provided by the requesting party;
- b) where instructed, correct, anonymize, or permanently delete any Personal Data within the time period indicated by the requesting party;
- c) communicate to the requesting Party, within a maximum period of twenty-four (24) hours, the occurrence of any security incident involving Personal Data, and the communication shall contain at least the following information, whenever it is possible to determine it: (i) the description of the nature of the Personal Data affected (ii) the information on the data subjects involved; (iii) the indication of the technical and security measures used for data protection; (iv) the risks and consequences related to the incident; and (v) the measures that will be adopted to reverse or mitigate the effects of the loss.

6.11 Contractor and Customer may not transfer Personal Data internationally without the prior express written consent of the other Party. Even if the transfer is authorized, Contractor and Customer must always observe the provisions of the Legislation.

6.12 Contractor and Customer may not engage any third party to process Personal Data that is provided by either Party without the prior express written consent of the other Party. Even if authorized to contract, Contractor or Customer shall ensure that the third party fulfills all obligations set forth herein and in the

legislation and shall remain solely and fully liable for any omission or failure of the third party to fulfill these obligations.

6.13 Contractor and Customer declare to have adopted all technical and administrative security measures to protect Personal Data from unauthorized access and accidental or unlawful destruction, loss, alteration, communication, or any form of inappropriate or unlawful treatment. Contractor and Customer shall, whenever requested, provide copies of the technical documents and certifications that certify the compliance with the provisions of this Clause.



CLAUSE SEVEN – LIABILITY

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7.1 Contractor will only be liable for direct property losses caused by action or omission proven to be solely and exclusively attributable to Contractor, provided that they are duly ascertained through the procedure of analysis of Contractor's Claims department.

7.2 In no event shall Contractor be liable for any indirect losses, image damage, pain and suffering and non-pecuniary losses, loss of profit, business/revenue/opportunity loss.

7.3 Customer shall formalize its complaint and follow Contractor's procedure available on the button Guideline of Procedures – Claims Handling Guide, at: <https://www.btp.com.br/procedimentos-e-condicoes-gerais/>.



CLAUSE EIGHT – SAFETY AND SECURITY

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- 8.1 To enter the Contractor's Terminal, Customer shall provide in advance the personal registration data (RG, CPF or Passport - in case of foreigners) of the visitor and inform the data of the vehicle used (license plate, color, and model), if applicable.
- 8.2 During the visit to the Terminal, visitors must carry their personal documents (RG, CPF, or Passport - in the case of foreigners).
- 8.3 The use of PPE (helmet, reflective vest, and safety shoes) is mandatory when in the Terminal, including for truckers, when picking up or delivering cargo at the Contractor's terminal.
- 8.4 Road Carriers responsible for the loading shall provide their own Personal Protective Equipment.
- 8.5 Access to the gates at the Contractor's Terminal is exclusive to cargo-carrying vehicles and their drivers.
- 8.6 Customer hereby states that it is aware and agrees that Contractor has a security system and that all vehicles and packages entering the Terminal will be inspected.
- 8.7 Customer hereby states to be aware of and agrees that taking pictures, using a notebook and/or walking around the Bonded Area is not allowed in the Terminal.
- 8.8 Customer also undertakes to instruct its representatives that it is not permitted to pass under suspended loads, approach moving machinery, or transit behind any equipment. Equipment shall have the right of way within the Contractor's Terminal.

8.9 All visitors must respect the Contractor's Terminal rules on access and permanence under penalty of being asked to leave and/or even having their access blocked at the Reception or Gate.



CLAUSE NINE – DURATION

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9.1 This instrument will be in force for the duration of the Price List agreed by the Parties and shall be renewed along with the renewal of the Price List, which will take place in accordance with the term stipulated in specific clause in the document itself.

9.2 The Party interested in terminating the business relationship shall give the other Party at least ten (10) days' notice.

9.3 Furthermore, it is emphasized that irrespective of the undetermined term hereof, the amounts in the Price List will be adjusted as provided in a specific clause herein.



CLAUSE TEN – GENERAL PROVISIONS

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10.1 OOG containers are those in which the cargo exceeds the physical limits of the container and may require segregation of storage area and/or the use of special equipment or techniques for handling.

10.2 IMO containers are those in which the cargo carried is classified as hazardous, such as explosives, flammables, and others, and which require segregation of storage area and/or the use of special equipment or techniques for handling.

10.3 Contractor makes available services for scheduling container delivery to or removal from the Terminal through the Customer Portal.

10.4 Customer may not assign, transfer, or waive, in whole or in part, any of its rights, benefits, or obligations under this Agreement, without the prior written consent of Contractor.

10.5 Any failure to exercise, partial exercise or grant rights and remedies hereunder by the Parties shall always be held as mere liberality and will not constitute waiver or loss of any right, option, privilege, prerogative, or powers granted (including mandate), nor shall it imply novation, alteration, compromise, remission, modification or reduction of the rights and obligations resulting from this Agreement.

10.6 Any alterations to the terms of contract shall only be effective when made by execution of an Amendment Document and/or Price List, it being hereby agreed that verbal commitments shall not be binding upon the Parties hereto.

10.7 This instrument may be altered by Contractor at any time, regardless of notification to Customer, by having it simply updated at <http://www.btp.com.br/diretrizes-gerais-contratos>.

10.8 The Parties attribute to this Agreement full force and effect as an extrajudicially enforceable instrument under the terms of Article 585, item II, of the Brazilian Law 5869 of January 11, 1973, as amended.

10.9 The obligations undertaken herein are of an irrevocable and irreversible nature and shall be binding upon the Parties and successors on any account.

10.10 The Parties hereby expressly acknowledge that the signatories of the Price List have authority to sign on their behalf, and thus agree to the manner of electronic signature affixed to this instrument, which shall be valid for all purposes and effects of law.

10. 11 The Price List instrument agreed by the Parties is hereby incorporated to this Agreement and made a complementary part hereof. In the event of conflict between the existing documents, the following order of precedence shall be observed: a) Price List; b) Commercial - General Terms and Conditions.



CLAUSE ELEVEN – VENUE

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11.1 This document will be governed and interpreted in accordance with the laws of the Federative Republic of Brazil, and the courts in the judicial district of Santos, state of São Paulo, are hereby elected to settle any doubts or controversies arising from this document.



Brasil
TERMINAL PORTUÁRIO