

# General Conditions of Sale

## 1. PRICE

- 1.1. The price of the PRODUCT was established in Brazilian reais (BRL) taking into account the tax and social charges in effect on the date of this Purchase Order.
- 1.2. If, up to the date of issuance of the Invoice, the creation or alteration of taxes occurs, as well as the revocation of exemption or tax benefit, directly or indirectly reflecting on the contracted price, this will be proportionally changed.

## 2. CREDIT

- 2.1. The granting of credit is subject to the BUYER having no restrictions, in consultation with credit companies.
- 2.2. The credit is subject to reanalysis, in the event of any change in the controlling interest of the BUYER, affiliates, subsidiaries, or parent companies.

## 3. DELIVERY, TRANSPORT, AND INSURANCE

Unless otherwise specified, the PRODUCT shall be delivered to ROMI's *Posto Piso Fábrica* (Plant Floor Station), with all risks and charges of loading, transport, unloading, removal, and insurance on the BUYER's account.

## 4. PAYMENT

- 4.1. Failure to pay any amount arising from this Purchase Order, on the date it becomes due, shall subject the debtor to the following additions, applicable to the debt principal:
  - a) Default interest based on the TBF (Basic Financial Rate), or the rate that replaces it, plus 2% per month, calculated on the updated value, and
  - b) Legally authorized collection expenses.
- 4.2. Withholdings or deductions from payments, for any reason, shall not be permitted without prior written consent from ROMI.

## 5. RETENTION OF TITLE

- 5.1. If the sale resulting from this Purchase Order is effected with ROMI's retention of title of the PRODUCT, the BUYER undertakes to sign all the proper documentation, especially the ROMI standard Purchase and Sale Agreement with Retention of Title, before the delivery of the PRODUCT, all expenses with the Agreement registration being at the BUYER's expenses.

## 6. WARRANTY

- 6.1. ROMI guarantees the PRODUCT against defects in material and labor, during the WARRANTY PERIOD.
- 6.2. During the WARRANTY PERIOD, ROMI will replace or repair, at its sole discretion, without charge to the BUYER, any part or component of the PRODUCT that proves to be defective, except for the exceptions indicated in Section 8.
- 6.3. The replaced parts and components, as a result of the warranty, shall be of ROMI's ownership.
- 6.4. In the first three (3) months of the WARRANTY PERIOD, the BUYER is aware that the PRODUCT may undergo necessary adjustments in order to meet the Purchase Order.

## 7. WARRANTY PERIOD

- 7.1. The warranty validity period shall be counted from the date of issue of the INVOICE of delivery of the PRODUCT to the BUYER, pursuant to the rules established below.
  - 7.1.1. For machine tools (except those mentioned in item 7.1.3) the warranty period shall be up to thirty-six (36) months or six thousand (6,000) hours of operation (whichever occurs first), provided that the ROMI revisions are performed every twelve (12) months or two thousand (2,000) hours of operation (whichever occurs first), except for the electronic set (including CNC, drivers, motors, power supply, operation panel) for which the warranty period will be up to twenty-four (24) months or six thousand (6,000) hours of operation (whichever occurs first).
  - 7.1.2. For injection machines, the warranty period will be up to thirty-six (36) months or twelve thousand (12,000) hours of operation (whichever occurs first), provided that the ROMI revisions are performed every twelve (12) months or four thousand (4,000) hours of operation (whichever occurs first), except for the electronic set (including PLC, drivers, motors, power supply, operation panel) for which the warranty period will be up to twelve (12) months regardless of the number of hours of operation and for the sphere screw set for which the warranty period will be eight thousand (8,000) hours of operation.
  - 7.1.3. The warranty period for the following machines shall be twelve (12) months: universal (conventional) lathes, heavy and extra heavy CNC horizontal lathes, vertical lathes with a plate diameter equal to or greater than 1,400 mm, CNC boring machines, and plastic blowers (see specifications at [www.romi.com](http://www.romi.com)).
  - 7.1.4. For semi-new machines in general, the warranty period will be six (6) months.
  - 7.1.5. For machines from the Robodrill line, the warranty period shall be twenty-four (24) months, provided that the ROMI revisions are performed after 12 months.
- 7.2. Repair, modification, or replacement of parts or components during the WARRANTY PERIOD will not extend its original period.
- 7.3. In the event of a transfer of ownership of the PRODUCT, the warranty shall be automatically transferred to the new owner, who assumes the contractual obligations established herein, maintaining the original warranty period.
- 7.4. The BUYER shall be solely responsible for requesting the scheduling of revisions to ROMI, pursuant to the terms mentioned in items 7.1.1 and 7.1.2, informing the PRODUCT serial number and the time in hours of use, noting that, in case the BUYER does not request the schedule, ROMI will understand this as a waiver of the additional warranties mentioned in the aforementioned items.

## 8. THE WARRANTY DOES NOT COVER

- 8.1. The warranty does not cover normal wear and tear of products or equipment, nor damage caused by the buyer or third parties.
- 8.2. Replacement or repair of batteries, belts, filters, fuses, gaskets, lamps, solid state relays, resistors, retainers, magnetic and pressure sensors, thermocouples, lubricants, rectifier bridges, brake pads, batteries, light fixtures, reactors, glasses, chip scrapers, drive buttons, and clutch lamellas.

## General Conditions of Sale

8.3. The replacement or repair of parts of the PRODUCT, such as, among others, plasticizing screws, plasticizing cylinders, mixing shafts, injection nozzles, non-return valves, wire drawings, and knives, due to wear, abrasion, corrosion, or breakage resulting from contact of these parts with the processed material.

8.4. Charges for transporting parts, components, or the PRODUCT, as well as travel and accommodation costs for personnel sent by ROMI to repair the PRODUCT.

8.5. The repair of defects, damages, or malfunctions of any nature, when originating from:

- a) Improper use of the PRODUCT;
- b) Falls, hits, exposure to hostile environments, and force majeure;
- c) Prolonged lack of use of the PRODUCT.
- d) Inadequate supply or use of electric power;
- e) Improper maintenance or storage;
- f) Cutting and lubrication fluids out of specification;
- g) Foundation on which poor quality PRODUCTS are based or in disagreement with what is recommended by ROMI; and
- h) The improper supply or use of compressed air.

### 9. TERMINATION OF WARRANTY

9.1. The warranty shall be considered extinct in the event of any of the following events:

- a) Non-compliance with the installation, use, maintenance, and safety rules contained in the manuals that accompany the PRODUCT;
- b) Making changes to the PRODUCT or using improper accessories;
- c) Technical support provided by persons not authorized by ROMI;
- d) Lack of payment, total or partial, due for the purchase of the PRODUCT.
- e) Non-compliance with ROMI revisions pursuant to item 7.1.1. and/or 7.1.2.

### 10. TECHNICAL SUPPORT

10.1. If there is a need for technical support, the BUYER must inform ROMI of the event, identifying the PRODUCT, its serial number, and, as much as possible, the origin of the problem presented;

10.2. ROMI, depending on the nature of the technical support service to be provided, shall choose the appropriate location for its performance;

10.3. Depending on the location where the technical support is provided, ROMI will choose the most adequate means of transport for its personnel, the PRODUCT, components, or parts;

10.4. When technical support is provided at the BUYER's establishment, it must:

- a) Ensure that ROMI's technical personnel have free access to the PRODUCT so that the technical support work can be started immediately.
- b) Place, when necessary, without charge, at the disposal of ROMI's staff, available auxiliary resources, such as: machines, overhead cranes, winches, lubricants, detergents, etc.

10.5. The warranty offered by ROMI is limited to the repair or replacement of defective parts or components, in compliance with the provisions of the previous sections.

### 11. INSTALLATION AND DELIVERY

Installation services, technical delivery, or technical supervision during installation are not included in the PRODUCT price.

### 12. ORDER RENEGOTIATION

After thirty (30) days from the contracted delivery date, without the BUYER being able to receive or withdraw the PRODUCT, ROMI reserves the right to renegotiate the price, term, and other conditions of sale.

### 13. ORDER CANCELLATION

13.1. Failure to comply with the obligations established in Section 4 shall give rise to the termination of the Purchase Order.

13.2. In the event of termination provided for in Section 13.1 or in case of ROMI's acceptance of the cancellation of the Purchase Order requested by the BUYER, the latter will lose in favor of ROMI the amount paid as a down payment.

13.3. ROMI reserves the right to terminate the Purchase Order in the event of:

- a) Purchase Order not yet invoiced and pending credit approval;
- b) a restriction regarding a protest or rubber check, in consultation with credit companies, or
- c) a corporate amendment, as established in Section 2.

13.4. In these cases, the amount paid as a down payment shall be refunded to the BUYER.

### 14. LIMITATION OF LIABILITY

ROMI's liability related to the Purchase Order, including direct or indirect losses and damages, claimed by the BUYER or by third parties, in any event, is limited to twenty percent (20%) of the PRODUCT price, provided that ROMI's fault is proved in court.

### 15. DATA USE

The Customer is aware that Romi may access, use, maintain, and process information and data of individuals, exclusively for the specific purposes of this agreement, under the terms of the Privacy Policy available at ROMI's website, as well as access the data available in the product, including operation and production data, remotely, regardless of request or notice, to which the Customer hereby states its consent.

### 16. COMPLIANCE PROGRAM

The Customer adheres to the Compliance Program available at ROMI's website and commits to comply with it in the relationship between the parties, as applicable, except if the Customer has its own rules that meet the points covered by ROMI's program.

### 17. ABSTENTION

The abstention from exercising any rights or faculties that ROMI may have or the agreement with delays in the performance or default of the BUYER's obligations will not mean novation, nor will affect ROMI's rights and faculties, which may be exercised at any time.

## **General Conditions of Sale**

### 18. JURISDICTION

For the lawsuits resulting from this Purchase Order, the parties elect the Jurisdiction of the Judicial District of Santa Bárbara d'Oeste, State of São Paulo, however privileged any other may be, including for the purposes and effects described in subitem "a", of item IV, of Article 100 of the Code of Civil Procedure.