

PRIVATE INSTRUMENT FOR THE ACQUISITION OF EQUIPMENT AND OTHER AGREEMENTS

By this instrument and in accordance with the law:

PREMIUM AIR CONDITIONING LTDA, registered with the CNPJ/ME under no. 18,621,872/0001-32, located at Avenida Clemente Rosa no. 1157, Vila Maringá, Jundiaí/SP, CEP 13210-000, with its articles of association duly registered with the Commercial Board of the State of São Paulo (JUCESP) under NIRE 335,228,417,162, in this act duly represented under the terms of its Articles of Association, hereinafter referred to as SELLER; and

CUSTOMER, individual or legal entity under private law identified in the Term of Adhesion, qualified in this Contract as the purchaser of the equipment sold by the SELLER, hereinafter referred to as the BUYER, represented under the terms of its Articles of Association/Bylaws.

They have agreed and contracted, irrevocably and irreversibly, to enter into this Private Instrument for the Acquisition of Equipment and Other Agreements, which will be governed by the following clauses and conditions:

CHAPTER I – DEFINITIONS

1.1. Contract- This instrument, which encompasses the terms and conditions applicable to the purchase and sale of equipment(s) embodied in the Term of Adhesion.

1.2 Term of Accession- Commercial conditions and description of the equipment(s) offered to the BUYER, which will be an integral part of the Contract, provided that they are duly signed by the Parties, serving as adhesion to this Contract.

CHAPTER II – THE OBJECT

2.1. The object of this Agreement is the acquisition of equipment(s) of air conditioning by the BUYER, as described in the Term of Adhesion.

2.2. The delivery and provision of the equipment(s) will occur as described in the Membership Agreement.

2.3. THE SELLER reserves the right to make partial deliveries/provisions of the equipment(s) within the period stipulated in the Term of Accession, and may also, at its discretion, bring forward delivery/availability, and must therefore communicate this fact in advance to the BUYER.

2.4. The SELLER reserves the right to partially invoice the order(s) contained in the Membership Agreement, in accordance with the production and completion of the equipment(s) purchased.

CHAPTER III – PAYMENT

3.1. You values, the due dates and collection methods, as well as all the conditions negotiated in this Agreement are detailed in the Terms of Adhesion.

3.2. Payments must be made on time. If any of the payments are not made on time, a late payment fine of 2% (two percent) will be charged on the outstanding amount, interest of 1% (one percent) per month and monetary adjustment by the IGP-M/FGV, until the date of actual payment, as well as the payment of attorney's fees of 10% (ten percent) in the amicable phase or 20% (twenty percent) in the judicial phase.

3.3 The equipment(s) sold on credit, after delivery and until payment of the price, will remain the property of the SELLER, establishing the reservation of title over it, as per the provisions contained in articles 521 to 528 of the Civil Code.

3.4 In the event that the BUYER fails to pay the outstanding balance, goes bankrupt, files for judicial/extrajudicial recovery or suffers any form of protest or action that, in any way, may compromise the credit rights set forth herein, this Agreement and the other documents linked to it will be automatically terminated, regardless of any notice, notification or interpellation, judicial or extrajudicial, rendering all other titles or installments due for the purposes of judicial execution.

3.5 The SELLER is entitled to be released from compliance with this Contract in relation to all or part of it, where the equipment has not yet been delivered, if the BUYER has been declared bankrupt, requested for judicial/extrajudicial recovery or is dissolved, judicially or extrajudicially, and if any protest is filed against him or any action is taken that may in any way compromise his current or future credit rights.

CHAPTER IV – DECLARATIONS, CARE AND USE

4.1 The BUYER declares that he/she has been duly guided and advised regarding:

- a)** Durability and average useful life of equipment(s);
- b)** Basic maintenance and care for cleaning;
- c)** Handling of equipment(s);
- d)** Warranty of equipment(s), as per Chapter VI of this Contract;
- e)** Installation of equipment(s);
- f)** Solutions to the most common complaints; and
- g)** Repair policy.

4.2 Precautions and Instructions for Use of Equipment(s):

- a)** The equipment(s) must undergo periodic technical inspections;
- b)** Do not wet the equipment and do not use chemical products to clean it; and
- c)** If the equipment is/are not working, seek a brand representative (according to the Instructions for Use Manual), do not attempt to repair it/them, do not insert objects into the openings.

CHAPTER V–REPAIR POLICY

5.1 The SELLER considers misuse of the equipment to be its use in disagreement with the instructions in the Instructions for Use Manual (“Manual”) or evidence of carelessness, such as:

- a)** Any type of damage that may occur due to carelessness or negligence;
- b)** Damage caused by animals;
- c)** Problems caused by handling using sharp items, bending, compression, heat sources or due to falling;
- d)** Lack of cleaning and excess waste on the inside and/or outside;
- e)** Existence of objects foreign to its operation and purpose of use;

- f)** Products or parts that have been damaged as a result of the removal of components or parts of the equipment;
- g)** Incorrect installation and start-up of equipment(s);
- h)** Repairs carried out by third parties not authorized by the manufacturer, distributor or the SELLER itself; and
- i)** Use of substances (lubricants, cleaning products, etc.) not indicated in the Manual.

CHAPTER VI – WARRANTY

6.1 The SELLER grants a full warranty against manufacturing defects of the equipment(s), at its factory, in compliance with the rules of this Contract and the Manual, for 12 (twelve) months, including the basic 90 (ninety) days of warranty, in accordance with the Consumer Protection Code, counting from the date of issue of the Invoice.

6.1.1 The warranty will only be valid if the BUYER carries out all maintenance in accordance with the Maintenance, Operation and Control Plan (PMOC), under Law No. 13,589/18, and all maintenance reports requested by the SELLER must be submitted at the time of the repair or exchange request under the warranty.

6.1.2 The warranty will only be valid if the BUYER carries out the installation and start-up of the equipment(s) in accordance with the Maintenance, Operation and Control Plan (PMOC), under Law No. 13,589/18, and the installation and start-up reports must be delivered to the SELLER, as soon as the installation of the equipment(s) is completed, signed by a specialist technician and dated with the date of installation and start-up of the equipment(s).

6.1.3 The warranty will only be valid upon presentation of the Invoice.

6.1.4 Technical review services for the equipment are not covered by this warranty.

6.2 The warranty does not cover breakages or defects resulting from damage caused by the transportation of the equipment(s), losses, shocks and/or scratches (grooves) caused by abrasion, use of inappropriate accessories, use contrary to the instructions contained in the Manual, replacement of parts that show normal wear and tear with continued use of the equipment(s) (batteries, suspension and filters), misuse, incorrect operation, usage defects and/or any other extraordinary event that determines the uselessness of the equipment(s).

6.2.1. The warranty also does not cover damage caused by natural phenomena, such as atmospheric and electrical discharges, floods, etc., and by social unrest, such as vandalism, strikes, attacks, robberies, thefts, among others.

6.3 The SELLER, in the event of a manufacturing defect, reserves the right to replace parts or components with others of equal or superior performance, of the same or superior version.

6.3.1 Replaced parts and components will become the property of the SELLER.

6.3.2 The SELLER reserves the right to make changes to versions and/or features of its equipment without prior notice to the BUYER.

6.4 Repairs, modifications or replacement of parts of the equipment(s) during the warranty period will not imply an extension of the originally defined warranty period.

6.5 THE SELLER is not responsible for the BUYER's omission if the existence of any manufacturing defects or faults is not communicated within the warranty period.

6.6 The SELLER's liability is limited to the value of the equipment(s), and cannot be held responsible, directly or indirectly, for lost profits, consequential or consequential losses, for any damages caused to people, other equipment and facilities, which may use and/or come into contact with the equipment(s), as well as for any other damages resulting from misuse.

CHAPTER VII – TECHNICAL ASSISTANCE

7.1 For equipment(s) out of warranty, the SELLER may indicate/provide technical assistance service, which will be charged separately and in accordance with the services to be provided.

CHAPTER VIII – PROTECTION OF EQUIPMENT AGAINST COPIES

8.1. Any form of copying and/or reproduction of the equipment(s) is prohibited, as is the practice of reverse engineering by the BUYER, and the BUYER, if he/she does so, shall be liable for any losses and damages caused to the SELLER, as well as for unfair competition, in accordance with Law No. 9,279/1996.

CHAPTER IX – REQUEST FOR PURCHASE CANCELLATION

9.1 Returns will not be accepted due to dissatisfaction or failure of the BUYER to adapt.

9.2 This Contract has as its object the acquisition of custom-made equipment(s), which is why the request for cancellation, in whole or in part, of the purchase, by the BUYER, will give rise to a fine, being that:

a. Between the signing of the Term of Adhesion and the approval of the technical file, sent by the BUYER, by the SELLER, a fine of 10% (ten percent) will be applied on the total value of this Contract;

- b.** After approval of the technical file and the start of production of the equipment(s), a fine of 25% (twenty-five percent) will be applied to the total value of this Contract;
 - c.** After the start of production of the equipment(s) and up to 50% (fifty percent) of production, a fine of 50% (fifty percent) will be applied to the total value of this Contract;
 - d.** Between 51% (fifty-one percent) of production and assembly of the equipment packaging:
 - (i)** if the transportation of the equipment(s) is carried out under the FOB (“FOB” Free on Board) modality, the BUYER shall bear the total value of this Contract, without any refund;
 - (ii)** in the event that the transportation of the equipment(s) is carried out under the CIF (“CIF” Cost Insurance and Freight) modality, before the shipment of the equipment(s), the BUYER will bear 95% (ninety-five percent) of the total value of this Contract;
 - e.** After assembling the packaging of the equipment(s) and sending them to the BUYER, in the event that the transportation of the equipment(s) is carried out under the CIF (“CIF” Cost Insurance and Freight) modality, the BUYER will bear the total value of this Contract, without any refund.
- 9.2.1.** In the event of a request for cancellation, in whole or in part, the BUYER shall not be entitled to demand delivery of the unfinished equipment, which is the subject of the cancellation request, in order to prevent the practice of reverse engineering by the BUYER, under the terms of Chapter VIII of this Contract.

CHAPTER X – GENERAL DATA PROTECTION LAW

- 10.1.** This Agreement complies with the provisions of Law 13,709/2018 (General Data Protection Law).
- 10.2.** All data provided by the BUYER are collected, stored, preserved and processed via the One Drive server and OMIE system, on their own account, the maintenance of the system (software and hardware) is carried out by third parties contracted according to the demands and will be used exclusively for the execution of the work, and, after the end, termination, rescission or extinction of this Contract, for whatever reason, they will remain stored in our files in the following manner:
- i.** Data dissociated from individuals will be kept indefinitely;
 - ii.** Contact data processed for commercial purposes will be kept until the holder withdraws his/her consent; and

iii. Customer data will be kept for the duration of the business/contractual relationship and for a further 10 (ten) years for data with tax relevance and 20 (twenty) years for data with contractual relevance. In the event of an order from a legitimate authority or pending legal or administrative proceedings, the retention periods will be extended to correspond to these.

10.3. Data processing will be internal, with the SELLER being authorized to, if it so wishes, carry out this processing externally.

10.3.1. The SELLER undertakes to hire qualified companies and/or service providers who perform the contracted services in accordance with the provisions of the General Data Protection Law.

10.4. The data will be obtained by the SELLER in face-to-face or non-face-to-face meetings, telephone calls, emails, instant messaging software and applications, information made available on websites, documents and information sent to the SELLER, among others.

10.5. The SELLER will communicate/transfer, in part or in full, the BUYER's personal data to public and/or private entities, whenever such communication/transfer arises from a contractual or legal obligation or is necessary for the fulfillment of this Contract or other instruments, and the SELLER is expressly authorized to do so.

10.6. Considering what is necessary to guarantee the security in the processing of the BUYER's data, the SELLER has antivirus software, firewall and cloud backup via One Drive and the OMIE system, in order to ensure a level of security appropriate to the risk.

10.7. The purpose of data processing is: production and delivery of equipment, accounting, tax, economic, administrative management, customer management (relationship and history of commercial relations), collections and payments, SELLER's suppliers, among others necessary to achieve the purpose of this Contract.

10.8. In the event of a personal data breach, the SELLER will notify the National Data Protection Authority (ANPD), under the terms and conditions provided for by law. If the breach is likely to pose a high risk to the rights and freedoms of the BUYER, the SELLER will notify the BUYER of this fact, under the legal terms and conditions.

10.9. The SELLER undertakes to provide the BUYER, whenever requested: (i) access to their data; (ii) confirmation of the existence of the processing of their data; (iii) correction of incomplete, inaccurate or outdated data; (iv) blocking or deletion of data that has been collected unnecessarily or in excess; (v) information from public and private entities with which the SELLER shared data; (vi) revocation of consent for the collection of data, under the terms of article 8, §5, of the General Data Protection Law.

10.9.1. The BUYER shall have the right to obtain from the SELLER at any time, upon formal request, information relating to his/her personal data and sensitive personal data subject to processing.

10.9.2. The BUYER is aware that due to legal issues, some requests will be pending analysis and may not be met by the SELLER.

10.10. The BUYER may make requests regarding their personal data through the appointed Data Controller, Mr. Rafael Alexandre Del Compare, email: contato@premiumarcondicionado.com.br

CHAPTER XI – PREVENTION OF CORRUPTION

11.1. The Parties declare that all amounts linked to this Agreement and other instruments linked to it have a lawful origin and are in accordance with Law No. 12,846/2013, the American federal law Foreign Corrupt Practices Act (FCPA) and the British law UK Bribery Act (UKBA).

11.2. The Parties, on their own behalf and on behalf of their directors and employees, undertake to make every effort to maintain ethical conduct, acting with integrity and complying with the legislation, which includes all national and foreign anti-corruption laws within the scope of this Agreement, especially Law No. 12,846/2013, the American federal law Foreign Corrupt Practices Act (FCPA) and the British law UK Bribery Act (UKBA).

11.3. The Parties undertake, on their own behalf and on behalf of their directors and employees, not to carry out any act that may constitute corruption or an act that is harmful to the public administration, whether national or foreign, such as offering promises and/or undue payments, offering gratuities, gifts, or any advantage, directly or indirectly, to public agents, government employees at any Federal, State or Municipal level, political parties and their employees, as well as agents or employees of foreign public administration.

11.3.1. The practice, by either Party, of the acts provided for in the clauses above, which includes non-compliance with any of the laws mentioned therein, will be considered a serious breach of this Agreement and will give the other Party the right to terminate it immediately.

11.3.2. If either Party and/or any of its representatives are sued and/or convicted for non-compliance with the Anti-Corruption Laws by the other Party, and/or by any of its representatives, advisors, directors and/or employees, as provided herein, the Party that has breached the obligations of this Clause shall indemnify and reimburse the other Party and/or its representatives for all expenses incurred, including, but not limited to, the amount of the conviction, costs, attorney's fees in the amount of 20% (twenty percent) of the amount involved, and all other expenses that may be incurred, with a simple written Notification sent to the other Party being sufficient, which shall reimburse them within 05 (five) days from receipt of the Notification.

CHAPTER XII – FINAL PROVISIONS

12.1. Unless expressly provided for in this Agreement, the SELLER does not undertake to replace equipment.

12.2. The rights and obligations of either Party, granted or assumed under this Agreement, may not be assigned, by any means, without the prior written consent of the other Party.

12.3. This Agreement reflects the negotiations between the Parties to date with respect to the matters contained herein, and any negotiations, understandings, promises or representations made, whether oral or in writing, between the Parties prior to the execution of this Agreement shall be of no effect whatsoever. Drafts of this Agreement shall have no value or weight, whether for the purpose of interpretation or for any other purpose, and shall not constitute evidence in any legal proceeding.

12.4. The ineffectiveness or nullity of any provision of this Agreement shall not imply the nullity or ineffectiveness of what is valid, which shall continue in full force as agreed. In such cases, the Parties undertake to negotiate in good faith a solution that will allow the objectives of the provision annulled or considered ineffective to be achieved.

12.5. Any tolerance by the Parties in exercising their rights and actions, under the terms of the law and/or this Agreement, will be considered as mere liberality, and will not be characterized, under any circumstances, as novation or waiver of such rights or actions.

12.6. Any notification, request for authorization or other communication between the Parties must be made in writing and delivered in person, sent by registered mail with proof of receipt or by fax to the addresses indicated in the preamble or those that may replace them later.

12.7. This Agreement binds not only the Parties, but also their heirs and/or successors in any capacity.

12.8. This Agreement has the force of an extrajudicial executive title, under the terms of article 784 of the Code of Civil Procedure, such that any non-compliance by the Parties will authorize the injured Party to execute, judicially or extrajudicially, the obligation in default.

12.9. The Parties represent and warrant to each other that this Agreement does not contain material inaccuracies or omit material facts necessary for the clauses contained in this Agreement to be misleading. There is no material fact that the Parties have failed to disclose to each other regarding the conditions subject to this Agreement.

12.10. Any changes to the clauses of this Agreement will only be valid after being signed in writing and added to this Agreement.

12.11. The Parties elect the jurisdiction of the District of Jundiaí, State of São Paulo, to settle any issues arising from this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

Jundiaí/SP, October 6, 2023.

PREMIUM AIR CONDITIONING LTDA

By Rafael Alexandre Del Compare