

Cargill Terms and Conditions for Purchase Orders for Services and Products - BRAZIL

In effect for Brazil. This version replaces the previous Local Conditions. The Portuguese translation will prevail for Brazil in case of conflict with the English version.

1. ORDER CONDITIONS. These terms and conditions (which include the terms and conditions set forth on the front of the Buyer's applicable Purchase Order ("Order")) constitute the entire agreement between the Seller and the Buyer and supersede (i) all prior agreements, written or oral, between the Seller and the Buyer relating to the subject matter of this Order (except where the Parties have expressly agreed otherwise in a separate written agreement, in which case the terms and conditions of such written agreement shall apply and supersede these Standard Purchase Order Terms) and (ii) any additional or conflicting terms contained in the Seller's acknowledgment, confirmation, invoice or similar documents.
2. REPRESENTATIONS AND WARRANTIES. The Seller declares, warrants and agrees that:
 - (i) The goods (and their manufacture, packaging, storage, handling, transport and delivery) supplied:
 - a. will comply with all applicable laws, rules, regulations, codes, and decrees of the country or countries/states of manufacture, the country or countries/states of intended use, and the country or countries/states of delivery;
 - b. will conform to the specifications, drawings, samples, documentation or other descriptions contained in the Order or provided to or approved by the Buyer;
 - c. will be marketable products, made of quality materials and workmanship, and free from defects;
 - d. if they are ordered for a specific purpose, they will be suitable for that purpose; and
 - e. unless otherwise specified, they should be of the highest quality and standard.
 - (ii) The services provided will be performed (a) professionally and diligently and (b) in accordance with all applicable laws, rules, regulations, codes and bylaws, as well as all safety requirements and other requirements of the Buyer communicated to the Seller. The Buyer does not permit or tolerate the use of illegal child labor and requires full compliance with the legal minimum age requirements for workers performing the type of work covered by the Order, as well as all safety requirements stipulated in the applicable legislation of the relevant jurisdiction. The Buyer requires that all persons providing services or performing any work on its premises be over 18 years of age. All personnel providing services must have the legal right to work in the country where the services are provided, and such personnel may not be prevented, by contract or for any other reason, from providing such services to the Buyer.
 - (iii) The Seller must:
 - a. follow the Buyer Supplier Code of Conduct, which can be found at www.cargill.com/supplier-code;
 - b. for all Purchase Orders issued, provide written confirmation (by email or through the Ariba Network, if you are an Ariba Network-enabled supplier) to the Buyer contact indicated on the Purchase Order, within two business days (48 hours). Order confirmation will be one of the parameters used to evaluate the Seller's performance; failure to confirm may lead to the Seller's disqualification;
 - c. deliver the goods and provide the services covered by the order on the delivery and performance dates indicated on the front of the Order ("On-Time Delivery") or, if the Seller is unable to meet the On-Time Delivery, will confirm an updated delivery date to the Buyer during order confirmation or as soon as the Seller becomes aware that it will not be able to complete the On-Time Delivery;

- d. at its own expense, provide all labor, materials, machinery, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Order, unless otherwise stipulated in the Order;
- e. provide proof of delivery (invoice, bill of lading, etc.) along with the delivered goods; otherwise, this may result in a delay in payment to the Seller;
- f. at its own expense, initiate, maintain and monitor all environmental and safety measures and programs related to the services and, if the Seller is providing services at the Buyer's premises, comply with all of the Buyer's environmental, health and safety regulations, including all safety precautions and programs related to the execution of this Order, concerning persons and property in the part of the Buyer's premises where the services are being provided ("Service Location");
- g. notify the Buyer if any of the plans and specifications do not comply with applicable laws, rules, regulations, codes and decrees affecting the provision of services; furthermore, at its own expense, obtain and maintain all necessary permits, licenses or other approvals and make all legally required notifications to provide the services;
- h. be solely responsible for all methods and procedures for providing and coordinating all parts of the services, unless stated otherwise in the Order;
- i. be solely responsible for the handling, transportation, and disposal of all materials, substances, and chemicals not incorporated into the final products or completed services that the Seller or any subcontractor introduces into the Buyer's premises, as well as for any waste generated or resulting from their use, and shall retain title and ownership thereof. The Seller agrees not to remove, spill, or allow the release of any material, substance, or chemical (or any waste generated or derived from its use) on the Buyer's premises. Furthermore, the Seller undertakes to keep the service area and other parts of the Buyer's premises free from accumulations of materials and debris and, once the services are completed, to promptly remove the services and all of the Seller's machinery, tools and equipment, as well as any unused materials, substances or chemicals, and to return the Buyer's premises to their original condition;
- j. inspect all equipment, tools, scaffolding, and/or other materials supplied by the Buyer ("Buyer's Materials") and do not use any Buyer's Material unless it is suitable for its intended use and complies with all applicable laws, rules, regulations, bylaws, ordinances, and orders. The Seller will return all of the Buyer's Materials to the Buyer in the same condition in which they were borrowed;
- k. to the extent possible, physically separate the service area from the rest of the Buyer's premises and alert its subcontractors and their respective employees, agents, representatives and subcontractors about any risk, hazard or threat, latent or apparent ("Hazards"), associated with the service area and the rest of the Buyer's premises. At least once a day, the Seller will inspect the Service Location to identify any Risks and eliminate any Risks or, to the extent that any Risk cannot be eliminated, notify the Buyer and alert its employees and subcontractors about such Risks;
- l. remove the Seller's employees, representatives, and other service providers from the Buyer's premises at the Buyer's request;
- m. if a software license or software service subscription applies, provide the Buyer and its affiliates with a non-exclusive, worldwide, royalty-free license to access and use the services or license, including all updates, documentation, and technical support. The Seller is responsible for hosting, maintaining, and securing the services, and must meet the defined service levels regarding availability, response time, and disaster recovery, as established. All updates and successor products are included in the subscription or license at no additional cost, unless otherwise stated. These rights extend to any machine learning functionality, including artificial intelligence features that utilize language models and/or augmented generation by retrieval for natural language processing ("AI");

- (iv) Neither the Seller nor its suppliers or subcontractors will register, maintain, or enforce any liens or claims for services rendered or materials supplied; and
 - (v) These warranties are in addition to any implied or statutory warranties given to the Buyer and will remain in effect even after the Buyer has accepted and/or inspected, in whole or in part, the goods or services.
3. ACCEPTANCE. The Buyer will have a reasonable period after delivery or supply to inspect and accept the goods or services. The receipt of goods or services, their inspection or non-inspection, or payment for them, shall not constitute acceptance of the goods or services and shall not prejudice the Buyer's right to (i) reject non-conforming goods or services, (ii) claim compensation for damages and/or (iii) exercise any other remedies to which the Buyer may be entitled by law or equity. Furthermore, acceptance of the goods or services does not imply a waiver of any legal or equitable rights or remedies available to the Buyer in the event of a breach of the Order. Rejected products will be returned to the Seller or disposed of in any other way, at the Seller's expense, who must replace them or financially compensate the Buyer, at the Buyer's discretion.
4. NET PRICE AND TAXES. The price and delivery conditions are as stated on the front of the order. Unless otherwise indicated on the front of the Order, the price includes all costs and expenses necessary for the complete and timely execution of the Order and the fulfillment of the obligations stipulated therein, except for taxes, charges, fees and duties. These costs and expenses include, without limitation, costs of equipment use, material consumption, skilled or unskilled labor, mobilization and demobilization, insurance, guarantees required by law and/or established in the Order, invoicing, administration, supervision, logistics, transportation, storage, and all other costs, expenses, charges, and levies necessary for the full execution of the Order and the receipt of the contracted remuneration. The Parties acknowledge that the Total Price indicated in this instrument corresponds to the net value, not including IBS, CBS and other taxes applicable to the supply, which, when due, will be itemized in the applicable tax document and added to the Price, in accordance with applicable legislation.
- (i) Any change in tax rates, calculation bases, regimes, calculation rules, withholding or collection that impacts the taxes levied on the transaction will not alter the agreed net price, producing effects only on the legally applicable taxes to be added and paid under the terms of the Order, unless applicable legislation requires different treatment or the Parties expressly agree to another solution.
 - (ii) Any taxes levied on interest, fines, charges, late payment surcharges, or amounts for recovery charged due to tax default or irregularities attributable to the Seller, including IBS and CBS, are not included in the agreed net price and will be the sole responsibility of the Seller.
5. BILLING AND PAYMENT. The Seller will issue an invoice to the Buyer for the amounts due under the Order and will comply with all applicable laws relating to electronic invoicing. Unless otherwise indicated on the front of the Order, the Buyer shall pay the Seller all undisputed amounts within 60 calendar days from receipt of the respective invoice or receipt of the goods (or provision of services), whichever occurs last, or in a shorter period as required by law. The Buyer may withhold payments in the following cases: (i) defective goods or services not repaired, (ii) claims submitted and under review, (iii) unsatisfactory performance, (iv) Seller's failure to pay subcontractors, (v) withholdings resulting from compliance with applicable legislation relating to precautionary seizures, or (vi) any amount owed by the Seller to the Buyer or its affiliates. The act of depositing or receiving any payment made by the Buyer shall constitute the release, on the part of the Seller, of any and all rights of retention and any and all prior claims that the Seller may have against the Buyer or the Buyer's stock, equipment or property in relation to the goods or services for which the payment was made.
- (i) Notwithstanding the deadline set out in clause 5 above, the Seller declares and accepts that the Buyer has an internal procedure for paying invoices that defines **1 one day of the week** for making scheduled payments by TED to suppliers, which may or may not coincide with the due date of the Seller's respective invoices. If the day of the week chosen by the Buyer for making scheduled payments via TED (Electronic Funds Transfer) is after the due date of the Seller's invoice, the Buyer agrees and declares, through this instrument, that the Buyer will not be in breach of contract nor subject to any penalty as a result.

6. **PATENTED INFORMATION AND MATERIALS.** All drawings, specifications and other copyrighted documents, as well as molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks or similar items provided by or on behalf of the Buyer, are for exclusive use in connection with the Order. The Seller (i) shall have no right, ownership or interest in the items, except to the extent necessary for the performance of the Order, (ii) shall be responsible for maintaining them in good working order, subject only to normal wear and tear, and (iii) upon completion (or early cancellation or termination) of the Order, shall immediately destroy or return such items as requested by the Buyer.
7. **OWNERSHIP OF INVENTIONS.** With respect to new or modified goods/services, or with respect to the use of Information Technology licenses or services, all rights, title and interest in each invention, code or other product (including discoveries, ideas or improvements, whether patentable or not, and any derivatives thereof), (i) based on or derived from the Buyer's information or data, or (ii) developed specifically for the Buyer, shall belong to the Buyer, regardless of when they were created. If the Seller produces original works for the Buyer in accordance with the Order ("Works"), the Works will be considered "commissioned works" and the Buyer will receive all rights, title and interest in them. However, should it be determined that any of the Works are not considered "commissioned works," the Seller agrees to assign, and hereby assigns to the Buyer and its successors, all rights, title, and interest relating to the Works. Nothing in this Application shall affect the pre-existing intellectual property rights of the Parties. For any use of AI, the Buyer will own all Buyer data included in any input, all outputs based on or using Buyer information or data, and any derivatives thereof.
8. **CONFIDENTIALITY.** The Seller undertakes to maintain the confidentiality of the terms and conditions of the Order and of all proprietary information or data of the Buyer disclosed by or on behalf of the Buyer, or known to the Seller, transferred, stored or otherwise obtained in connection with the Order or its execution. The Seller will use this information only in connection with the execution of the Order and will not disclose it, except to the extent required by law and, in that case, only after prior notification to the Buyer.
9. **AUDIT.** Subject to reasonable confidentiality obligations, the Buyer shall have the right to audit and inspect the records and facilities of the Seller and its agents, representatives and subcontractors used in the performance of the Order or in connection with the goods or services, to the extent reasonably necessary to determine the Seller's performance of the Order. The Seller shall provide the Buyer, or a third party designated by the Buyer to conduct the audit or inspection, with reasonable assistance, which shall include, among other things, access to the buildings, adequate personnel, and workspace. The Buyer's audit/inspection, or failure to conduct any audit or inspection, shall not relieve the Seller of any of its obligations.
10. **RISK OF LOSS.** Unless otherwise indicated in the delivery terms on the front of the Order, the Seller shall retain the risk of loss and/or damage to the goods until they are physically delivered to the Buyer at the delivery point requested by the Buyer.
11. **INDEMNITY.** To the extent permitted by law, the Seller agrees to indemnify and hold harmless the Buyer, its affiliates, and its directors, officers, employees, agents, and representatives from any losses, damages, fines, costs, or expenses (including reasonable attorneys' fees) arising out of or resulting from (i) any nonconforming goods or services; (ii) any alleged or actual, direct or indirect, violation or misappropriation of any patent, copyright, trade secret, or other proprietary right arising from the purchase, use, or sale of the goods or services provided by the Seller; (iii) any leakage or spillage of any material, substance, or chemical product during its transport or delivery to the Buyer or while in the Buyer's possession; (iv) any breach by the Seller of any term or condition included in the Order; (v) the use of any material of the Buyer or person employed by the Buyer to perform any service under the Order; and/or (vi) the negligent acts or omissions, or willful misconduct of the Seller, its subcontractors, employees, agents, representatives, and any person performing services under the Order. If, in the Buyer's reasonable justification, the goods or services may infringe a patent or copyright, or misappropriate a trade secret (and, in any case, if a court determines that the goods or services do in fact infringe or misappropriate such rights), the Seller shall also provide the Buyer with one of the following forms of compensation, at the Seller's option: (a) obtain a license on behalf of the Buyer to continue to use or sell the goods or services; (b) redesign the goods or services so that they do not infringe or misappropriate the rights of third parties; or (c) reimburse the Buyer for the price paid for the goods or services in question. Notwithstanding the foregoing, the Buyer may require the Seller to return the non-conforming goods or to provide the non-conforming services again, at the Seller's expense.

12. **LIABILITY FOR VIOLATION.** In the event of a breach by the Seller of any of its obligations under this document and its annexes, the Buyer may, at its discretion, claim from the Seller any losses, including reasonable attorneys' fees, and any other material, incidental, indirect, special or consequential damages, and may exercise all rights and remedies available to the Buyer. Notwithstanding anything to the contrary contained in this document, nothing in the Order shall be deemed to limit any rights that the Buyer may have against the Seller at law or in equity.
13. **CANCELLATION/TERMINATION.** Except to the extent prohibited by applicable law, the Buyer may (i) cancel an Order for any reason, without cause, before the goods are shipped or related services are rendered, by giving written notice to the Seller, and (ii) may immediately terminate the Order, even after shipment, by giving written notice to the Seller, if the Seller violates any term or condition of the Order or becomes insolvent or subject to any proceedings under any bankruptcy, out-of-court or judicial reorganization or insolvency law.
14. **DELIVERY TIME.** The Seller will notify the Buyer immediately upon receipt of the Order if the specified delivery date cannot be met. If the Seller fails to meet the specified delivery deadline, the Buyer will have the option to cancel the Order, without any charge. The Buyer may designate any reasonable alternative delivery date, if necessary, to expedite the fulfillment of the Order by the Seller.
15. **FORCE MAJEURE.** Each Party may be exonerated from liability for non-compliance or delay in compliance, in whole or in part, in the event of, and to the extent that they occur, natural disasters, epidemics or diseases, war, riots, fires, explosions, accidents, floods, sabotage, enforcement of governmental laws or regulations, changes in governmental laws or regulations, orders or actions of authorities, national defense requirements, or any other unforeseeable event beyond the reasonable control of such Party that prevents the manufacture, shipment, acceptance or use of any goods or services provided for herein (each of these being a "Force Majeure" event). However, this clause is not intended to protect a Party from the normal risks inherent in commercial contracts, including strikes or labor disputes by the Party claiming force majeure. Furthermore, any defect or breach on the part of the Seller's or Buyer's subcontractors or suppliers (except if caused by a Force Majeure event suffered by such subcontractors or suppliers) shall not constitute an event beyond the Seller's reasonable control. If possible, given the circumstances, the Party alleging justification for non-compliance with the obligation should make reasonable efforts to eliminate the cause of its inability to comply or its delay in compliance. The Party requesting justification for the non-compliance must notify the other Party in writing, without delay, of the occurrence, specifying its nature and expected duration. However, if, as a direct result of a Force Majeure Event, either Party fails to comply with or observe any terms and conditions of the Order, such failure or omission shall not be considered a breach of the Order, and the obligations of the affected Party may be suspended to the extent that the Parties agree that compliance with such obligation is impracticable. Furthermore, the Party alleging non-compliance as justification will be responsible for taking out insurance against any damages or losses suffered as a result of the delay. Nothing in this clause shall exempt a Party that claims justification for non-compliance with the obligation due to loss or damage to any property in its possession. If the fulfillment of the obligations of the Seller or the Buyer is waived or delayed for more than 30 consecutive days, the Buyer may, at its discretion, terminate the Contract by means of written notice, which shall take effect from the date of receipt of said notice. If the Buyer cancels the Order, their sole responsibility will be to pay any outstanding balance due for goods and services delivered in accordance with the Seller's wishes prior to receiving notification of cancellation from the Buyer.
16. **Origin control.** The Seller declares and warrants that neither it, nor any person or entity that owns or controls it, is a designated target of economic trade sanctions imposed by the U.S., the EU, the UN, or the country of origin of the goods (Sanctions Laws). The Seller agrees (i) that the Seller and its agents and representatives will fully comply with all applicable Sanctions Laws in their actions under this Order; and (ii) that the goods will not originate directly or indirectly from, be supplied by, or be transported on a vessel, or with any carrier, owned, controlled by, registered or chartered by any country, person or entity that could lead the Buyer, or any U.S. parent company of the Buyer, to violate applicable Sanctions Laws. The Seller agrees to cooperate with reasonable requests from the Buyer to provide information or documentation in order to verify compliance with this clause.
17. **DATA SECURITY AND PRIVACY.** The Seller is prohibited from using, accessing, or transferring the Buyer's data, except when necessary for the provision of services or as per the license, and must comply with the strict data protection, encryption, and security requirements demanded by the Buyer, including, but not limited to, SOC 2 Type II certification and all applicable privacy and data protection laws. In the event of a data breach or incident, the

Seller must notify the Buyer within 24 hours, fully cooperate in resolving the issue, and reimburse the Buyer for all direct and indirect damages, including investigation and notification costs. The use of AI in the services or license will be subject to ethical guidelines and transparency obligations, and may not result in data mixing or unauthorized model training.

The Seller will comply with the Buyer's current Data Processing Annex if personal information is processed. If the Services require Seller personnel to access Buyer's computer networks or systems, Seller will be subject to the existing Network Access Agreement ("NAA") between Buyer and Seller. The NAA will be subject to the terms and conditions of this Agreement; however, in the event of a conflict between the NAA and this Agreement, the terms of the NAA shall prevail.

The Seller will ensure that its personnel comply with the NAA and acknowledges that any violation of the NAA by its personnel will constitute a breach of this Agreement by the Seller. It is the Seller's responsibility to request a copy of the Data Processing Annex and the NAA (Non-Purchase Agreement) from the Buyer.

18. **APPLICABLE LAW.** This Order shall be governed by the laws of the jurisdiction of the Buyer's domicile, as indicated on the front of the Order, without regard to the conflict of laws rules of that jurisdiction. Any dispute arising from the Order shall be resolved in the courts of the Buyer's jurisdiction.
19. **INSURANCE.** The Seller shall obtain and maintain insurance to protect itself from claims arising from workers' compensation and other employee benefit laws, claims for personal injury, including death, and claims for property damage that may arise from or result from the services provided under the Order, regardless of whether such services are provided by the Seller, its subcontractors, or any person directly or indirectly employed by any of the foregoing. This insurance will include, among other things, workers' compensation insurance, employer's liability insurance, general liability insurance (including product liability and contractual liability), and commercial vehicle liability insurance. Such liability insurance must be contracted for a value not less than R\$ 1,000,000.00 per event, or as required by law, and must include the Buyer as an additional insured, and the policies must contain a standard clause for separation of insureds or cross-liability, or a substantially similar clause. All of these insurance policies will include a clause waiving the right of subrogation and recovery in favor of the Buyer and its insurers. The coverage will stipulate that the policies will not be canceled or substantially modified without prior written notice to the Buyer at least 30 days in advance. The Seller will promptly provide copies of such certificates upon request from the Buyer.
20. **EXCLUSION OF AGREEMENTS.** The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international conventions on the sale of goods shall not apply to this Order.
21. **Resignation.** The Buyer's failure or delay in exercising any right or remedy in relation to the Order shall not constitute a waiver of such right or remedy. Any waiver of a right or remedy must be made in writing and signed by the Buyer.
22. **ASSIGNMENT/SUBCONTRACTING.** The Seller may not assign or subcontract its rights and obligations arising from the Order without the Buyer's prior written consent.
23. **SEPARABILITY.** Should any provision of the Order be declared invalid, illegal, or unenforceable by any court, in whole or in part, such declaration shall not affect the validity, legality, or enforceability of the remaining provisions, or any part thereof, of the Order, which shall remain in full force and effect.

Annex I - Ethics and Anti-Corruption Clause

1. Ethics and anti-corruption mechanisms

- 1.1. The Seller is aware that the U.S. Foreign Corrupt Practices Act ("FCPA") and the anti-corruption laws of other jurisdictions, such as, for example, Brazilian Law No. 12.846/13 (collectively with the FCPA, the "Anti-Corruption Laws"), prohibit, under penalty of severe sanctions, the payment, offer, promise of payment, or authorization of payment or offer of money or any article of value, directly or indirectly through third parties, to any Government Authority (as defined below), political party, political party leader, or any candidate for public office, with the objective of influencing them in their official capacity or inducing them to use their influence to assist any person.

- 1.2. In fulfilling its obligations under these General Conditions, the Seller shall not violate the FCPA or any other applicable anti-corruption law, nor shall it pay, offer, promise to pay, authorize payment of, or offer money or any item of value, directly or indirectly to: (i) any Government Authority (as defined below); or (ii) any political party, political party official, or any candidate for public office with the aim of obtaining or retaining business or obtaining undue advantages for the Buyer.
- 1.3. No part of the amounts paid by the Buyer to the Seller may be used for purposes that violate the FCPA (Foreign Corrupt Practices Act), any applicable anti-corruption law, or any other law applicable to the Seller in relation to the goods or services offered to the Buyer.
- 1.4. As of the date of these General Terms and Conditions and/or the Order, none of the owners, board members, directors, officers, managers or employees are a Government Authority (as defined below), a political party leader or a candidate for public office. During the term of these General Terms and Conditions and the Order, the Seller undertakes to notify the Buyer in writing if one or more of its owners, board members, directors, leaders, managers or employees become a Government Authority (as defined below), a political party leader or a candidate for public office.
 - 1.4.1. Governmental authority means any administrator or public official of the three levels of government and/or the three branches of government (executive, legislative and judicial), international public organization, or any department or agency thereof, or company wholly or partially owned or controlled by a government, including any person acting in an official capacity on behalf of such entities ("Governmental Authority").
- 1.5. The Seller irrevocably declares its acknowledgment and acceptance of the Buyer's Supplier Code of Conduct in all its terms and undertakes to act with corporate responsibility, integrity and transparency, as well as to fully comply with the provisions set forth therein. The Buyer Supplier Code of Conduct can be accessed at [guiding-principles-pt.pdf](#).

Annex II – Tax Terms and Conditions – Brazil

1.1. Liability for tax default

- 1.1.1. Without prejudice to the other rights and remedies provided for in this Agreement, the Seller shall indemnify the Buyer for proven losses, costs and damages arising from the Seller's tax default that prevents, restricts or delays the Buyer's use of tax credits.
- 1.1.2. The Seller shall also indemnify the Buyer for proven losses, costs and damages arising from the issuance of a tax document with errors, omissions or inconsistencies that prevent or hinder the correct registration of transactions, assisted tax assessment, the use of tax credits or the fulfillment of ancillary obligations by the Buyer.
- 1.1.3. Failure to comply with the documentary, registration, tax or informational obligations provided for in this Agreement, after written notification from the Buyer and the lapse of a reasonable period for rectification, will subject the Seller to the payment of a non-compensatory fine equivalent to 5% (five percent) of the value of the affected tax credit, without prejudice to the obligation to fully indemnify the Buyer for any losses and damages suffered.
- 1.1.4. The compensation due from the Seller to the Buyer includes, without limitation, IBS, CBS and other taxes levied on interest, penalties, monetary adjustments, charges or any additional amounts related to tax default, credit disallowance or the need for tax regularization, provided that they arise from a fact attributable to the Seller.

1.2. Seller's Obligations

- 1.2.1. As a condition for receiving any payment, the Seller undertakes to issue valid and reliable tax documents that comply with applicable legislation, the supply provided, and the payments received under the Order.
- 1.2.2. The Seller must maintain its registration, tax, declaration, and electronic compliance, as well as fulfill all principal and accessory obligations related to the operation, in order to ensure the correct tax treatment of the operation and the proper processing of the assisted tax assessment.
- 1.2.3. The Seller shall correct, in a timely manner and whenever requested by the Buyer or required by applicable law, any inconsistencies identified in tax documents, registrations, electronic records or information related to the products or services provided, so as not to prejudice the tax assessment, the use of tax credits or the fulfillment of ancillary obligations by the Buyer.

1.3. Advance payment

- 1.3.1. In contracts with provision for advance payment, in whole or in part, made by the Buyer before the supply of products or the provision of services, the Seller must, as a condition for receiving and maintaining this payment, promptly issue the appropriate tax document corresponding to the advance payment, correctly highlighting the IBS and CBS applicable to the portion received, in order to enable the Buyer to claim the corresponding tax credit.
- 1.3.2. The Seller shall be liable for losses, costs and damages arising from the breach or delay of these obligations, including those related to tax documents, records, registrations or information regarding advance payment, which prevent, restrict or delay the Buyer's use of the tax credit on the entire transaction.

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