

GENERAL TERMS AND CONDITIONS OF SALE

impress decor Brasil Ltda.

1. Area of application

1.1 The delivery of the merchandise manufactured/commercialized by impress decor Brasil Ltda. will take place in accordance with the General Conditions indicated below, which are considered accepted by the client upon confirmation of the order unless the client rejects them expressly.

1.2 The requests for purchase/contracts will only be considered binding after written confirmation or upon acceptance by impress decor Brasil Ltda. Agreements made verbally or by phone, changes in the requests or special conditions not existing in the already accepted requests will not be valid unless they are confirmed in writing by impress.

1.3 The information about how to use the product, including the entire process, as well as technical recommendations or suggestions that do not constitute accessory contractual obligations relating to the requests do not generate additional obligations for impress, as they are merely illustrative and not a constituent part of the order as agreed.

2. Delivery

2.1 The delivery period consists of 3 to 4 weeks following the order confirmation by impress, except when specific conditions have been agreed upon by the parties. The delivery dates indicated in the proposal by impress are estimated as they may be early or delayed depending on eventual unforeseen circumstances, including possible delays of delivery by subsuppliers and corrective maintenance, as well as fortuitous events or force majeure. Clients will be duly informed of every delay in advance. In the event of a change in the quantity of goods or in the technical specifications, impress will inform the client of the new delivery dates and eventual additional costs.

2.2 FOB shipping terms apply to all shipments, meaning that the contracting and payment of the freight will be the responsibility of the client, although impress decor Brasil Ltda. can organize the best dates and loading times with the transport partners.

2.3 The parties agree that deliveries in excess or in smaller quantity which allow for a variation of up to 20% for orders \leq 10,000 kg and 10% for orders $>$ 10,000 kg do not constitute contractual non-compliance and will not give rise to customer complaint or reimbursement / indemnity.

2.4 Requests for loading must be submitted 24 hours in advance of the vehicle's dispatch to ensure the proper preparation of the cargo and the tax procedure.

2.5 The quality of the vehicle sent and the provision of the material necessary for loading and wrapping are the exclusive responsibility of the carrier company and of the customer.

2.6 impress decor Brasil Ltda. will not carry out load wrapping, restricting its action to the loading of the material into the truck; the dispatch of the helper or person responsible for this activity is the responsibility of the carrier.

2.7 Requirements for loading and unloading - see specific document describing the area.

3. Stock

3.1 The withdrawal time of the material as adjusted with impress decor Brasil Ltda. must be respected by the customer, as are the schedules of purchase and stock withdrawal, the penalty being that a storage fee is charged.

4. Prices

4.1 Formalized by price list or specific agreement contained in the accepted Purchase Order.

4.2 The prices indicated in the order will be in accordance with the prices valid at the time of the order confirmation.

The prices indicated in our order confirmation shall prevail in cases where there is a divergence from those in the price list.

5. Payment

5.1 The conditions of payment will be specified in the price list and formalized by written mailing.

6. Delays in the payment

6.1 In case of delays in payments, interest on arrears of 1% per month will be charged on each delayed parcel, plus monetary restatement using the IGPM-FGV inflation index and a fine of 2%.

7. Advanced Samples

If advanced samples are required prior to shipment, the customer should consider:

7.1 With the first delivery of a design/decor, impress decor Brasil Ltda. will determine the Master sample that will serve as reference for future deliveries (master) and that material will be sent to the customer so that it can perform the corresponding quality controls.

7.2 The design will be produced according to the master sample. When the master sample runs out or goes beyond the 24-month period, a new one will be determined for the same design/decor, and will be sent to the customer, replacing the previous one.

8. Complaints

8.1 The customer shall, at the time of making a claim, indicate the production order and the item number of the object of the claim, as well as evidence of the divergence with respect to the claimed content, within a period not exceeding 60 days from the receipt of the order. Failure to comply with the above procedure may lead to a rejection of the complaint by impress.

8.2 Failures in any part of the merchandise provided do not justify a claim for additional supply or refusal of the entire order.

8.3 impress decor Brasil Ltda. guarantees the good quality of the material it produces / markets and will not respond to complaints regarding defects in materials delivered that were caused by negligence or improper storage by the customer or during transportation.

9. Returns

9.1 The material returned by the customer must include prior information on quantities as well as the type and reason for the return. Once impress accepts the claim, the material can be returned to the supplier's plant.

9.2 All returns must be accompanied by the invoice and the delivery must be scheduled with impress logistics.

9.3 The fiscal and financial negotiations will be agreed after the processing of the returned material.

10. Packaging

10.1 The packaging that accompanies the impregnated product is owned by impress decor Brasil Ltda., and the customer is responsible for the correct use, maintenance and return of the same.

10.2 When the packaging is expressly indicated on the invoice as Packing shipment with subsequent return of packaging, such packaging should, immediately after use, and within 3 months from the date of the invoice, be returned in usable shipping condition and free of charge. If the packaging is not returned in time or returned in a condition that prevents it from being reused, impress reserves the right to charge the customer for replacement costs at the relevant daily rate and demand immediate payment.

This policy will be applied to all orders placed by the customer, from the acceptance of the Purchase Order on, unless otherwise negotiated in writing.