

**TERMS AND CONDITIONS APPLICABLE TO THE SALES AND SUPPLY OF HYDRATE ALUMINA AND CALCINED ALUMINA BY ALCOA ALUMÍNIO S.A. AND/OR ALCOA WORLD ALUMINA BRASIL LTDA.**

**Application:** All aluminum hydroxides and aluminum oxides (referred to as “Hydrate Alumina and Calcined Alumina”) sales and supplies from Alcoa Alumínio S.A. and/or Alcoa World Alumina Brasil Ltda. (referred to as “Alcoa”) to its Customers are subject to these Terms and Conditions Applicable to the Sales and Supplies of Hydrate Alumina and Calcined Alumina by Alcoa Alumínio S.A. and/or Alcoa World Alumina Brasil Ltda. (referred to as “Terms and Conditions”).

**Incorporation into Purchase Orders:** The Terms and Conditions are appended and incorporated into all Hydrate Alumina and Calcined Alumina purchase orders issued or accepted by Alcoa (referred to as “Purchase Orders”) from September 1<sup>st</sup>, 2022.

**Product:** Described in each specific Purchase Order.

**Product Specification:** Described in each specific Purchase Order.

**Volume:** Agreed on each specific Purchase Order.

**Price:** Agreed on each specific Purchase Order.

**Delivery Terms and Conditions:** Agreed on each specific Purchase Order.

**Limitation of Liability:** (1) Alcoa shall only be liable for proven direct and immediate damages that Alcoa causes to Customer and shall not be liable under any circumstances for indirect, reflex, incidental or consequential damages; (2) Alcoa's liability is limited to the value of each specific Purchase Order.

**Applicable Law:** Laws of the Federative Republic of Brazil.

**Venue:** Central Forum of the District of São Paulo/SP.

**Confirmation of Purchase Orders:** Purchase Orders can be confirmed and accepted by Alcoa and the Customer by email or by means signature, including digital signature.