

# Terms & Conditions

**1.** The Seller assures to ship the product made by the informed manufacturer in the P.O.

**1.1.1** Regarding these Terms and Conditions, manufacturer means the legal entity that manufactures the product.

**2.** All the terms and commercial conditions negotiated and expressed in the P.O. must be followed.

**2.1** The manufacturer declares to be aware of, and will not be able to use unawareness as a fundament to any claims, adjusts or complaints of the following:

**a)** Access, climatic, normative, socio-economic conditions and any other which may affect the compliance of the PO; **b.)** Necessary technical information for the due supply of the product included in the PO.

**2.2** The buyer will not pay for the supply in amount, volume, price and specifications which are in any way different from those established in the PO, unless such differences have been expressly authorized by the buyer.

**2.3** The occurrence of any event that comes to affect the supply so that the deadlines and/or prices set in the PO may be altered must be informed immediately to the Buyer, at the latest within 48 (forty eight) hours from the event which generate it, under penalty of, in not doing so, having its right of alteration of deadlines and/or prices prescribed.

**3.** Packaging: The manufacturer shall pack and condition the products on the most adequate way considering their nature, with all of the necessary information, in order to ensure quality and integrity all the way to its final destination. The type of packing shall always be informed by the buyer and followed by the Manufacturer.

**3.1** Any wooden material as pallets or bars to hold the cargo must be declared to the Buyer before shipment, the treatment on the wood is mandatory and must be verified over the presentation of the fumigation certificate. All the packages as bags and drums must be identified with the label. The label must follow the requirements of the Shipping Instructions and must be sent for the Buyer previously the shipment. If the Seller ships the product with an unapproved or wrong label, the Clearance can be denied by the Brazilian Authorities and the product will return to the Seller. All the costs of the return operation and all the damage caused to the Buyer will be charged from the exporter by a Debit Note, which should be paid in until 10 days after its remittance by email.

**4.** Insurance: is covered by the Buyer unless otherwise. The coverage starts at the time the product is on board or according to the Incoterm.

- 5. Shipping conditions:** Any special condition for the transportation or storage such as IMO Classification or refrigerated products and its temperature must be informed before the shipment.
- 6. Shipping Documents:** The scanned copies of the Shipping Documents must be sent by the manufacturer, via email, before the shipment for the Buyer analysis. Any requirement of change made by the buyer should be seen promptly. The shipment must be carried out only after the approval of the documentation by the buyer. Shipments performed without document approval will be subject to the devolution to the seller in case of document incompliance identified by the customs authorities, assuring that all of the costs of the return operation of the Product and all of the damage caused to the buyer will be charged from the manufacturer through a bill of costs, which shall be paid in up to 10 (ten) calendar days from its remittance through email.
- 7. Collection:** The documents required by the buyer must be in accordance with the instructions, being that the original must be sent directly to the Buyer's office on the supplied address in the shipment Instruction or to the bank named by it through draft acceptance according to the negotiation and approval of the Buyer. The payment will always be conditioned to the presentation of the original documents in the now on established way, except negotiated Orders with the anticipated payment condition or upfront payment.
- 8.** The payment of the Invoice by the Buyer will be performed in strict accordance with the information and specification contained in the PO.
- 8.1** The transportation expenses, insurances and packaging will run under what is established in the PO.
- 9. Government requirements and legal demands:** Due to the business activity of the Buyer, it is mandatory that the Seller follows strictly the Instructions to comply with the Government requirements and legal demands. If any document, package or information comes in disagreement with the previously established or informed by the Buyer, the product may be rejected by the buyer, due to the customs inspections of the Brazilian authorities and will be immediately returned to the Seller. All the costs of the return operation and all the damage caused to the Buyer will be charged on the seller by a bill of costs, which should be paid in until 10 days after its remittance by email.
- 10. Delays:** The seller reckons that meeting the deadline is essential for the Buyer relating to any PO. The informed estimated date for shipment or delivery of the cargo to the Freight Agents must be seen promptly. In case of delay or not meeting the due date in the PO the Buyer can cancel it with no charge or fine for the buyer.
- 11. Quality Standards:** The product must follow Buyer's Technical Specification and the manufacturer may not change its place of manufacturing without informing the buyer with a minimum of 02 (two) years notice. The seller guarantees that the product is free of defects and is in accordance with the applicable norms and supplied instructions from the Buyer. In case the delivered product is not in accordance with the standards of quality demanded by the Buyer and/or non-compliant with technical and quality specifications, the buyer may cancel the Purchase Order, without any cost or fine for the Buyer and returning it to the manufacturer immediately after. All of the costs of the return operation and of the damage caused to the buyer will be charged from the manufacturer through bill of cost, which shall be paid up to 10 days after its remittance through e-mail.

**11.1** In case of sample or not regular products, the specification will be determined by the Buyer through email or any other document. During the analysis if the Buyer finds any incompatibility of the tested product with the Technical Specification, a report with all the details and explanations will be sent to the manufacturer and the product will be returned. All costs of the return operation and of all damage caused to the Buyer will be charged from the Manufacturer through a Bill of Costs, which shall be paid up to 10 days after the remittance through email.

**12.** Inspection & Claims: In case of inconsistency relating to the quantity, quality, packaging or others found by the Buyer, it will be claimed in the shortest time possible, counting from the date of the complaint by the buyer and if it is not possible to sort the problem out within the deadline set by the buyer the product will be returned to the buyer. All costs of the return operation and of all damage caused to the Buyer will be charged from the Manufacturer through a Bill of Costs, which shall be paid up to 10 days after the remittance through email.

**13.** The supply may be canceled by the buyer if, even after the communication has been sent to the manufacturer conceding time for its correction, it does not solve timely any of the irregularities bellow: a) Noncompliance, full or partial, or irregular obligations compliance, specifications, deadlines and chronograms; b) demonstration, at any time, of technical, financial or administrative incapacitation; c.) application for bankruptcy, insolvency or judicial recuperation, dissolution, liquidation or making social alteration or change on the objective or structure that jeopardizes the execution of the PO; or d) fortuity and force majeure that causes over 30 (thirty) days delay.

**13.1** The buyer will be able to cancel the PO, totally or partially, as long as the cancelation is before the international shipment and for any reason, on previous notice to the Manufacturer, in which case it is guaranteed that no penalty or compensation will be due from the Buyer to the manufacturer.

**13.2** In case the Purchase Order is cancelled, for whatever reason, the manufacturer will not have rights to any compensation, including damage and losses.

**14.** Confidentiality: The parts hereto and their employees, agents, representatives and counsel shall treat the terms and conditions under this P.O. and any supplementary agreements as business secrets and shall not disclose the information to any third party except through consent of the other part, unless upon governmental demand to be complied with by the Buyer for the due regularization of the supply, which is authorized by the manufacturer.

**15.** The relationship between Buyer and Manufacturer is purely contractual, between independent parties. The relationship established should not be regarded in any way as a form of investment, joint venture, partnership, association, partnership, agency, commission or agency, mediation or mediation between the parties, for any purpose.

**16.** Responsibility. The manufacturer will compensate the buyer from all and any losses, claims, direct and indirect damage, penalties, fines, costs and expenses (including, without any limitations, honorariums) coming from or related to (a) the violation or supposed violation of any law or other legal device or of third party rights, due to the compliance or noncompliance by the Manufacturer of the PO; (b) infraction of any term, condition, declaration or manufacturer

warranty; (c) any infraction or supposed infraction of any patent, copyright, brand or other intellectual property related to the use of the product according to any PO or other processes or acts used by or on behalf of the Manufacturer (d) the supply of any products which aren't in accordance with what had been ordered or that are defective (being those apparent or not); (e) change in the place of the manufacturing of the Product without 02 (two) years notice to the buyer; (f) changes in the manufacturing process and /or in the composition and formulation of the Product; damage to people or death, or any damage to property coming from or related to Purchase Order or actions or omissions from the manufacturer or its agents.

**16.1** Accountability limitation. Regardless of any contrary disposition, the responsibility of the buyer before the Manufacturer for claims, losses, damage costs and expenses related to the PO will be limited to the direct damage related effectively incurred, being understood that at no moment it should exceed the value of the P.O. The buyer isn't going to be held responsible for any loss of profit, loss of business, and loss of goodwill or any indirect damage, incidental or consequential.

**17.** The PO, together with these Terms and Conditions and any other related documents represent the total agreement between Buyer and Manufacturer. Alterations and exclusions related to the PO must always be done in writing.

**18.** The manufacturer declares and guarantees that during the term of the PO and while it sells products to the Buyer, it won't perform any of the following acts: pay, offer to or promise to pay, authorize the payment of any amount, give or promise to give, neither authorize to give, any service, amount or any valuable thing, being directly or through third parties, to any governmental leader nor to any employee and/or person of a public society, mixed or private, from a governmental company, public organization, government or entity controlled by the government or political party with the aim of (a) obtaining undue advantage for the buyer, (b) influence any act or decision from this individual in his/her position within his organization, including a decision of not executing his functions in his organization, nor (induce the referred individual to use his/her influence at his organization to affect or influence any of his acts or decisions.

**18.1** Thus, the manufacturer is obligated to always and rigidly follow the highest levels of legal, ethical and moral principles that are applicable to its activities.

**18.2** The manufacturer accepts all and any civil and criminal responsibilities which may eventually come over the Buyer deriving from any infraction to the declarations and guarantees contained in this instrument.

**18.3** Any infraction to the declaration and warranties made above by the Manufacturer will constitute just cause to the immediate rescission and/or desistance of any PO, with no damage to the payment by the manufacturer of damages and losses suffered by the buyer.

**18.4** The manufacturer undertakes, under the penalties provided for in these terms and conditions, and in the applicable legislation, to observe and strictly comply with all reasonable laws, including but not limited to the anticorruption Brazilian law, the Brazilian legislation against money laundering, as well as the norms and requirements contained in the internal policies of the buyer.

**18.5** the manufacturer declares and warrants that he is not involved or will engage, directly or indirectly, through its representatives, administrators, directors, advisors, partners or shareholders, advisors, consultants, related parties, during the fulfillment of the obligations stipulated in these terms and conditions, in any activity or practice that constitutes an infringement of the terms of Anticorruption laws.

**18.6** the manufacturer declares and warrants that he is not, as well as his representatives, Administrators, directors, advisors, partners or shareholders, advisors, consultants, directly or indirectly (i) under investigation due to allegations of bribery and/or corruption; (ii) in the course of a judicial and/or administrative proceeding or was convicted or indicted on the charge of corruption or Bribe (iii) Suspected terrorist practices and/or money laundering by any entity Government and (iv) subject to economic and business restrictions or sanctions by any governmental entity

**18.7.** The manufacturer declares that, directly or indirectly, has not offered, promised, paid or authorized payment in cash, has given or agreed to give gifts or any object of value and, during the duration of the contract, will not offer, promise, pay or Authorize payment in cash, give or agree to give gifts or any object of value to any person or entity, public or private, with the purpose of unlawfully benefiting the CONTRACTOR and/or its business.

**18.8.** The manufacturer declares that, directly or indirectly, will not receive, transfer, maintain, use or conceal resources arising from any unlawful activity, and will not hire as an employee or in any way maintain a professional relationship With individuals or corporations involved in criminal activities, in particular persons investigated by the offences provided for in the anti-corruption, money laundering, drug trafficking and terrorism laws.

**18.9.** The Manufacturer undertakes to promptly notify the Buyer in writing about the Any suspicion or violation of the provisions of the anti-corruption laws and/or in this annex I, and also of participation in bribery or corruption practices, as well as the failure to comply with any statement provided for in clauses 18 and 19 established herein.

**19.** The manufacturer undertakes not to use directly or indirectly, through its suppliers of products and services, of illegal work and/or analogous to slave, and undertakes to protect and preserve the environment, preventing harmful practices, executing their Services in compliance with current legislation, especially with regard to environmental crimes.

**19.2** Failure to comply with the manufacturer of the anti-corruption laws and/or the provisions of these Terms and Conditions shall confer upon buyer the right, acting in good faith, to put an end to the commercial relationship, without any charge or penalty, the manufacturer being responsible for Any losses and damages.

**20.** This document referring to the Terms and Conditions is written in English and Portuguese. The English version of this document shall prevail in case of dispute, doubts or contradictions.

**21.** Any and all disputes concerning questions of fact or law arising from or in connection with the interpretation, performance, non-performance or termination of this Agreement including the validity, scope, or enforceability of this Agreement to arbitrate shall be sett-

led by mutual consultation between the Parties in good faith as promptly as possible, but if both Parties fail to make an amicable settlement, such disputes shall be settled by arbitration in Singapore in accordance with the rules of Singapore International Commercial Court (SICC). Such arbitration shall be conducted in English. The award of arbitrators shall be final and binding upon the Parties.

In case of any queries, please contact us.