

## GENERAL CONDITIONS OF SUPPLY ENERSYS BRASIL LTDA. Materials and Services

1.1 These General Purchase Conditions regulate, at national level, the acquisition of materials, products, equipment and / or services ("SCOPE") of the company EnerSys Brasil Ltda., hereinafter referred to as CONTRACTING PARTY, on the one hand; and, on the other hand, CONTRACTED. Other conditions, not expressly provided herein, will not be considered applicable.

1.2 In the case of divergences between documents agreed between the CONTRACTING PARTY and the CONTRACTED PARTY, the documents below will prevail in the order mentioned:

- I. The formal written purchase order through electronic means (e-mail or others);
- II. The annexes referred to in the written purchase orders;
- III. These General Purchasing Conditions.

1.3. This document is part of the purchase order and was delivered to the CONTRACTOR together with the same. The CONTRACTED PARTY expressly expresses its agreement with this document by signing it, by its representatives, or by executing the SCOPE in whole or in part, or by accepting it, by any legal means allowed. The absence of formal manifestation, referring to non-agreement with the terms of the purchase order and or general conditions of purchases within 2 working days after receiving them, even though by electronic and virtual means, will imply the automatic acceptance of both

1.4. These General Purchasing Conditions prevail over any general conditions of sale and the CONTRACTOR's proposal.

1.5. In order to carry out the activities that are the object of this purchase order, the CONTRACTOR undertakes to supply all tools and consumables, as well as all the necessary, trained and specialized labor.

1.6. The CONTRACTOR declares to have full knowledge of all data and technical / commercial information necessary for the full and perfect execution of the object of this purchase order. The CONTRACTOR expressly declares that all applicable technical data and information were considered for the definition of the SCOPE now contracted, which must be executed in a complete and technically perfect way, in such a way that any omissions and / or inaccuracies in the data or technical information / commercial agreements shall not exclude the CONTRACTOR's responsibility for the complete, perfect, integral and flawless execution of the SCOPE.

1.6.1. Any additional costs incurred by the CONTRACTOR, resulting from partial or total non-compliance with the technical or commercial data contained in this purchase order or its annexes, or the quality standards agreed for this contract, will be solely and fully borne by the CONTRACTOR, which will respond, also, before the CONTRACTING PARTY and / or third parties, for the said non-compliance.

### SECOND CLAUSE - OBLIGATIONS OF THE PARTIES

2.1. Among others, the CONTRACTOR's obligations are:

- a) deliver the SCOPE within the term (s), condition (s) and price (s) mentioned in the body of the purchase order;
- b) observe the technical and quality specifications applicable to the SCOPE;
- c) strictly comply with the technical standards in force that are applicable to it, the elaborated designs and drawings, the specifications and instructions of the CONTRACTING PARTY, as well as the relevant work safety standards;
- d) not to issue in advance or negotiate / discount any securities / duplicates arising from the supply of this purchase order, prior to the express written agreement of the CONTRACTING PARTY;
- e) not to use this purchase order as collateral for any loans / debts;
- f) communicate in writing to the CONTRACTING PARTY, and at least 180 (one hundred and eighty) days in advance, when deactivation, discontinuity or obsolescence of part or all of the SCOPE items;
- g) not to assign, totally or partially, the rights and obligations arising from the purchase order without the prior and express agreement of the CONTRACTING PARTY;
- h) to be responsible for the damages that its employees and / or third parties under its responsibility may cause in the equipment or facilities of the CONTRACTING PARTY and / or of the latter's final customer;
- i) upon request by the CONTRACTING PARTY, forward to it all documents and information requested, related to the SCOPE, within 05 (five) business days, or another lesser that has been indicated by the CONTRACTING PARTY;
- j) not to engage with or support the use of slave-like, child and / or illegal work;
- k) to promote continuous improvement in the processes, products and / or services provided to the CONTRACTING PARTY;
- l) not to engage, directly or indirectly, in terrorist and organized crime activities;
- m) issue a tax document in accordance with current legislation;
- n) without limiting any of its obligations and responsibilities described in this document or in the purchase order, before starting its activities, contract and keep updated all life insurance policies, civil liability and against third parties, aiming at the full insurance coverage in the occurrence of an eventual accident, as well as those required by the applicable Brazilian legislation.
- o) comply with EnerSys safety and environmental standards;
- p) do not perform any additional services without the prior knowledge and authorization of the Purchasing department;
- q) the contact for changes and requests for values, quotations, changes in scope will only be made through the purchasing department.

2.2.2. The CONTRACTING PARTY's obligations are:

- a) pay the price in compliance with the negotiated conditions;
- b) provide, when applicable, all data and technical elements necessary for the execution of the SCOPE;
- c) carry out, when applicable, inspections and tests, within the agreed deadlines.

2.3. The CONTRACTOR may only subcontract SCOPE with prior written authorization from the CONTRACTING PARTY. Subcontracting without the prior authorization of the CONTRACTING PARTY allows the latter to cancel the purchase order in whole or in part and to claim payment for the damages caused.

2.3.1. The approval by the CONTRACTING PARTY of any subcontracting will not imply the release of the CONTRACTOR from any of its obligations. Even in the case of subcontracting, the CONTRACTOR will always be obliged to fully comply with the purchase order with the CONTRACTING PARTY.

2.3.2. The CONTRACTOR shall be responsible for the acts and omissions of its subcontractors as if they were its own acts and omissions.

2.4. The CONTRACTOR shall be solely responsible for losses, damages and losses caused against persons and things, in the fulfillment of its contractual and legal obligations. The CONTRACTOR is also responsible for all losses, damages and losses caused by its contractors, employees, subcontractors and agents in the execution of the purchase order, including damages caused to third parties.

2.5. If the CONTRACTING PARTY and / or the final customer are notified, cited, assessed, summoned or convicted as a result of any tax, labor, tax, social security or any obligations attributable to the CONTRACTOR, or any damage or loss caused by it, the CONTRACTING PARTY has already been authorized to retain the amounts claimed for any payments due to the CONTRACTOR, as a result of this or other contracts and / or purchase orders signed between the PARTIES.

2.6. The CONTRACTOR undertakes to reimburse the CONTRACTING PARTY for any penalties or indemnities applied to the CONTRACTING PARTY by its final customer, or by any other third party, including public authorities, as a result of delays, failures or defaults by the CONTRACTED PARTY regarding the supply, CONTRACTING PARTY authorized to deduct said amounts from any payments due to the CONTRACTOR under this or other purchase orders / contracts signed between the PARTIES, without prejudice to the collection of any losses and damages that may be determined and application of other contractually provided for provisions , including, but not limited to, the suspension or retention of payments due to the CONTRACTOR and / or cancellation of the purchase order.

### **3. TERM AND FORM OF SUPPLY**

3.1. Deadlines must be strictly observed. Delays will imply, for the CONTRACTOR, in the loss of any readjustment (when applicable) for the period of time in which the delay was found, in addition to the application of the fine provided for in clause 3.2, without prejudice to the losses and damages to be paid by the CONTRACTOR.

3.2. CONTRACTOR's delays in the delivery of the SCOPE will allow the CONTRACTING PARTY to charge a fine for delay in the percentage of 0.3% (zero point three percent) per day of the total value of the respective purchase order limited to 15% of the order value, without prejudice to any losses and damages that may be determined and application of other contractually provided for, including, but not limited to, the suspension of payments due to the CONTRACTOR and / or termination of this instrument. The payment of any penalties or even the termination or cancellation of the purchase order, for any reason, will not exempt the CONTRACTOR from repairing any losses and damages that may be determined.

3.3 In the event of non-compliance with any obligation provided for in these General Purchasing Conditions, which is not remedied within the period defined by the CONTRACTING PARTY, the CONTRACTING PARTY is entitled to charge the CONTRACTOR a fine equivalent to 1% (one percent) of the total value of the order. purchases by occurrence, without prejudice to charging any losses and damages caused and / or terminating the purchase order due to the CONTRACTOR's fault.

3.4. The fine will be paid by the CONTRACTOR to the CONTRACTING PARTY, and the CONTRACTING PARTY may, at its sole discretion, discount the amounts relating to any fines eventually applied to any billings and / or credits eventually due to the CONTRACTOR.

3.4.1. If the rights provided for above are not exercised at the time of acceptance of the delivery, services or re-execution, the penalties dealt with herein may still be charged to the CONTRACTOR, at any time, by judicial or extrajudicial means.

3.5. Without prejudice to the guarantee conditions provided for in clause 6 (sixth) below, the SCOPE must be executed in accordance with the specifications of the purchase order and these General Purchasing Conditions. If any part of the SCOPE shows flaws, defects, defects or non-conformities, even if such irregularities are verified during the application of the product or service, the CONTRACTING PARTY reserves the right to reject it and make it available to the CONTRACTOR , the CONTRACTED PARTY, at its own expense, replacing with another one, within the period indicated by the CONTRACTING PARTY, or fully refunding the price paid to the CONTRACTING PARTY, at the discretion of the CONTRACTING PARTY. The CONTRACTOR will also be responsible for all related costs and expenses.

3.6. Except in writing and when applicable, the SCOPE must be delivered or provided at the CONTRACTING PARTY's establishment, or at another location formally indicated by the latter. Any goods must be unloaded in an appropriate place, at the expense of the CONTRACTOR the costs of packaging, transportation, personnel for unloading and other risks associated with delivery. Delivery must respect the CONTRACTING PARTY's schedules, and any delivery outside these hours will be refused. Unloading will only be done by the CONTRACTING PARTY when previously agreed between the PARTIES.

3.7. The CONTRACTOR shall be solely responsible for accidents that occur with its employees and / or its agents or subcontractors that are on the premises of the CONTRACTING PARTY or its final customer.

3.8. If the SCOPE includes the supply of goods without provision of services, the deadline will be considered fulfilled when the CONTRACTING PARTY accepts delivery, subject to the quantity, quality, location and date established by the CONTRACTING PARTY.

3.8.1. If the SCOPE includes provision of services, the term will only be considered fulfilled with the acceptance of the conclusion of services by the CONTRACTING PARTY.

3.9. The CONTRACTOR shall immediately notify the CONTRACTING PARTY as soon as it realizes that the agreed terms cannot be met. A full report with the reasons for the delays must be sent within 48 hours of sending the first communication. The sending of this communication does not exempt or exempt the CONTRACTOR from the fines, penalties or other applicable indemnities provided for in these General Purchasing Conditions and / or in the purchase order.

3.10. The CONTRACTING PARTY reserves the right to refuse to receive goods without a tax document or with tax documents containing incorrect information until the information is rectified. All costs and expenses incurred will be the responsibility of the CONTRACTOR.

3.11. The CONTRACTING PARTY reserves the right not to proceed with the payment of invoices issued in violation of current legislation.

3.12. If it is possible to anticipate the execution of the services or delivery of the goods, it is necessary that the CONTRACTED PARTY notify the CONTRACTING PARTY immediately and request their acceptance before anticipating the execution / delivery.

#### **4. TRANSFER OF PROPERTY AND RISK**

4.1. Without prejudice to the CONTRACTOR's responsibility for any defects in the goods sold or services provided, the CONTRACTING PARTY will become the owner of the goods at the time of the respective delivery.

4.2. In the case of supply of goods without the provision of services, the risk will be transferred to the CONTRACTING PARTY after unloading with the acceptance of the product at the location indicated by the CONTRACTING PARTY. The signature of the bill of lading cannot be considered acceptance of the delivered goods.

4.3. In the case of provision of services, with or without the supply of goods, the risk will be transferred to the CONTRACTING PARTY after the formal acceptance of the services provided, without prejudice to the CONTRACTOR's responsibility for all service defects.

4.4. Without prejudice to the provisions of items 4.1. a 4.3. above, for the purposes of the purchase order, the acceptance of each item by the CONTRACTING PARTY will depend on the CONTRACTOR's compliance with the following factors:

- (a) the respective good has been delivered in accordance with the technical specifications, date and place of delivery established in the purchase order and its attachments;
- (b) the respective asset has been installed and is in perfect condition for use; and
- (c) all documentation applicable to the referred asset has been delivered to the CONTRACTING PARTY.

4.5. The acceptance of the materials and / or services provided is subject to the proof by the CONTRACTED PARTY that the services were performed in the agreed manner, and such acceptance will obey the criteria of the CONTRACTING PARTY.

#### **5. ORDERING**

5.1. The CONTRACTOR shall observe the CONTRACTING PARTY dispatch instructions.

5.2. Additional transport costs caused to compensate for any delay in supply or non-compliance with transport requirements will be the responsibility of the CONTRACTOR.

#### **6. TECHNICAL GUARANTEE AND LIABILITY FOR DEFECTS**

6.1. The CONTRACTOR undertakes to guarantee the quality of the SCOPE ordered for the term defined in the body of the purchase order. If there is no warranty period in the purchase order, the warranty period of 24 (twenty four) months will apply from the acceptance of delivery, in the case of supply of goods, or from the end and acceptance of services in the case of the execution of services or the supply of goods with the obligation to perform services linked.

6.2. The CONTRACTING PARTY undertakes to notify the CONTRACTED PARTY, in writing, of any defect, defect or non-conformity in the functioning of the good supplied or service provided.

6.3. The CONTRACTED PARTY undertakes to replace, repair or modify any and all goods or redo any service that may show defect, defect or non-conformity, within the terms established by the CONTRACTING PARTY, without any burden to the CONTRACTING PARTY, without any variation in the price value initially agreed.

6.3.1. All costs and expenses resulting from addition, defect or non-conformity, such as freight, transportation expenses, stay of the CONTRACTOR's personnel, as well as disassembly and assembly of the defective goods, will be the CONTRACTOR's responsibility.

6.4. If the CONTRACTED PARTY does not fulfill its obligations within the period established by the CONTRACTING PARTY, the CONTRACTING PARTY shall be deemed to be entitled to compensate the losses with any payment due to the CONTRACTOR, even if related to another purchase order and, alternatively and at its sole discretion:

"demand price reduction;

"provide, by itself or by hiring third parties, the elimination of defects, defects or non-conformities, at the CONTRACTOR's own risk and risk;

"cancel the purchase order and demand, in addition to the full refund of amounts already paid, an indemnity for losses and damages.

6.5. If the CONTRACTING PARTY must respond to third parties due to defect, defect or non-conformity in the SCOPE, it will have the right of return against the CONTRACTOR, which will be exercised, alternatively, at the sole discretion of the CONTRACTING PARTY:

"in compensation with any credits from the CONTRACTOR, even if related to another purchase order / contract;

"upon execution of the guarantee presented by the CONTRACTOR, for immediate collection.

The indemnity resulting from the guarantee granted by the CONTRACTED PARTY will cover, in addition to the cost of the guaranteed asset, any repercussions as indemnities / reimbursements to third parties, for material and / or personal damages.

6.6. The warranty mentioned in this item does not cover defect, defect or non-conformity resulting from the operation or handling of goods and services in disagreement with the written instructions prepared by those contained in the purchase order annex.

## **7. PRICE, ADJUSTMENT AND PAYMENT CONDITIONS**

7.1. Payment terms are included in the purchase order.

7.2. The collection documents must be presented to the CONTRACTING PARTY, before due date, with due notice, in accordance with the established in the purchase order, and the CONTRACTED PARTY must keep its bank information duly updated with the CONTRACTING PARTY's financial sector. It is known to the CONTRACTOR that the CONTRACTING PARTY only makes payments on Thursdays, regardless of the security's maturity date, by means of bank deposit. The invoices and xml of the materials and / or services must be sent in advance to the email of the tax department specified in the body of the purchase order.

7.3. Effective payment does not imply express or tacit recognition by the CONTRACTING PARTY of the fulfillment of the obligations assumed by the CONTRACTED PARTY.

7.4. The payment term will start as soon as the good delivered or service performed is accepted by the CONTRACTING PARTY and the respective invoice is correctly issued and accepted by the CONTRACTING PARTY. If the CONTRACTED PARTY is requested to provide a test product, test record, quality control documents, As Built, Databook or any other documentation, these will form part of the requirements for accepting the delivery of the good or performing the service. In cases of acquisition by the CONTRACTING PARTY's credit line, payment will only be released 48 hours after product approval and NF accounting entry.

7.4.1. The CONTRACTING PARTY may withhold any payments from the CONTRACTOR if the collection documents are not complete or are in disagreement with the provisions of that instrument and the purchase order. There will be no charge against the CONTRACTING PARTY if it withholds any payments due to any deficiency in the SCOPE or in the documentation that should be delivered. The payment period must start again after the complete rectification of any deficiency.

7.5. Prices will be considered fixed and non-adjustable, unless a different agreement is included in the purchase order.

7.6. Each delivery must include an invoice with details of the content, as well as the complete purchase order number.

7.7. The purchase order number, as well as the code for each individual item, must be detailed on the invoices. If such details are omitted, the CONTRACTING PARTY will suspend receipt until the document is properly issued.

7.8 It is prohibited to discount duplicates based on this purchase order without the prior written consent of the CONTRACTING PARTY.

## **8. TAXES**

8.1. All taxes, taxes, fees, and contributions that are levied or will be levied on the SCOPE will be paid exclusively by the CONTRACTOR, who will be solely responsible for its accuracy and collection.

8.2. The CONTRACTING PARTY will promote the withholding on the amount expressed in the invoice of the taxes subject to this type of payment, under the terms of the laws and other normative acts in force.

8.2.1. If the provision of services occurs in a municipality that establishes the mandatory registration in the Municipal Register, the CONTRACTOR shall promote such registration, under penalty of the CONTRACTING PARTY promoting the withholding of the ISS levied on the value of the service invoice issued.

8.2.2. If the CONTRACTOR is a party to a legal proceeding in which there is a final and unappealable court decision exempting from any legally provided for retentions, it must present a copy of the final and unappealable decision and list in the body of the invoice the unnecessary retention and its respective grounds.

8.3. If the CONTRACTING PARTY is notified, notified, or assessed for non-compliance with any legal obligation, including the payment of taxes whose total or partial responsibility is of the CONTRACTOR, the CONTRACTING PARTY reserves the right to discount the amount of the invoice (s) issued (s) the updated amount subject to the assessment, as well as court costs and fees spent on hiring qualified professionals (lawyers, experts, etc ...) or to carry out the immediate collection of the CONTRACTOR, if there are no open invoices for the realization of the discount such values.

8.4. If the CONTRACTOR makes an error in the formation of the price regarding the taxes levied on the SCOPE, the CONTRACTING PARTY will not be responsible for any difference found.

8.5. In the import of goods, the tax obligation will be determined by the agreed INCOTERM, and the payment of taxes will occur in accordance with Brazilian law.

8.6. When importing services, the CONTRACTING PARTY is authorized to withhold any taxes in compliance with Brazilian law, which will be deducted from the payment amount due to the CONTRACTOR.

## **9. PATENTS AND PRIVILEGES**

9.1. The CONTRACTOR declares that all designs, patents, trademarks, know-how, industry and / or commercial secrets and / or any other intellectual and / or industrial property rights, data and information used, directly or indirectly, for the execution of the object of this purchase order, are its exclusive property or, as the case may be, of its controlling, controlled or affiliated companies or, even, the property of third parties, having all the necessary legal authorizations and permissions to use them.

9.2. The CONTRACTOR shall assume, in its own name and at its expense, all claims of violation of designs, patents, trademarks, know-how, industry and / or commercial secrets and / or any other intellectual property rights and / or industrial, in the country or abroad, resulting from the sale, use or sale of the goods / services contained in this purchase order, and shall fully indemnify the CONTRACTING PARTY, its resellers or customers, for any losses or damages they may suffer.

9.3. Systems, products, computer programs (software) subject to patents, privileges or copyright, when developed together with the CONTRACTOR, or only by this, as a result or consequence of the purchase order, will belong to the CONTRACTING PARTY, who may claim the rights in your name.

## **10. PURCHASE ORDER AND CONFIRMATION**

10.1. Verbal agreements, as well as changes or additions to the purchase order, must be confirmed in writing, sent by the CONTRACTING PARTY through the post office, special courier, or electronic mail.

10.2. The CONTRACTOR who is not in agreement with any specifications, conditions, requirements or clauses contained in the purchase order must pronounce itself in writing upon receipt of the same. The CONTRACTING PARTY will manifest itself, in writing, rejecting or accepting the comments presented. If the CONTRACTING PARTY does not agree with the comments proposed by the CONTRACTOR, the purchase order will be considered to have no effect.

10.3. The purchase order, as well as the present General Purchasing Conditions, will be considered tacitly accepted if the CONTRACTOR does not manifest itself, to the contrary, within 02 (five) working days from the receipt of the same, even if these conditions are divergent from any CONTRACTOR's sale conditions.

10.3.1. The purchase order must also be considered accepted if the CONTRACTOR takes any action indicating its interest in executing the SCOPE.

10.4. All outgoing correspondence and billing documents must mention the purchase order number and items.

## **11. CONFIDENTIALITY**

11.1. The CONTRACTOR is obliged to treat the CONTRACTING PARTY's purchase order and all commercial, technical or other related information as confidential, during its term and for a period of up to 5 (five) years after its extinction.

11.1.1. Prototypes, drawings or instructions prepared by the CONTRACTING PARTY and delivered to the CONTRACTED PARTY for production purposes, as well as those manufactured by it for the same purpose, shall be treated as a trade secret.

11.2. Except for the prior written authorization of the CONTRACTING PARTY, the CONTRACTED PARTY will not mention, for advertising purposes, the relationships it maintains with it.

11.3. This confidentiality clause obliges the CONTRACTOR, as well as its successors in any capacity, affiliates, controlling shareholders, subsidiaries and duly authorized assignees, as well as their respective partners, administrators, employees, agents and subcontractors.

## **12. CONTRACTING SERVICES**

12.1. Payment for services provided at the CONTRACTING PARTY's establishments or its final customers is subject to the presentation, by the CONTRACTOR, of copies of the following documents, referring to the employees that it has allocated at the respective establishments:

12.1.1. At the beginning of the provision of services, when applicable:

- a) Contract or purchase order with EnerSys, as well as these General Purchasing Conditions, all duly signed;
- b) Articles of Association and latest amendments;
- c) Power of attorney for the partners / directors;
- d) CNPJ;
- e) State and Municipal Registration;
- f) Registration with the Commercial Registry;
- g) Authorization from the competent body for operation (Health Surveillance or other applicable body);
- h) Negative Debt Certificates INSS, FGTS and other federal, state and municipal taxes;
- i) Copy Registration Form or Registration Book - MTE and / or Employment Contract;
- j) ASO - Occupational Health Certificate;
- k) PPRA - Environmental Risk Prevention Program;
- l) PCMSO - Occupational Health Medical Control Program;
- m) Ministry of Labor Inspection Book with identification of the Company, Work or Management;
- n) ART - Annotation of Technical Responsibility - CREA (when applicable);
- o) Registration of CEI registration with the INSS. (if applicable);
- p) Emergency response plan, construction site project, safety integration training for the project (according to NR 18), list of employees, training for the use of manual electrical and electrical equipment (according to NR 12), training for use PPE and updated records (according to NR 6);
- q) Present a Life Insurance Policy to the project's employees and proof of payment of the same.

12.1.2. Monthly, when applicable:

- a) Specific Monthly Payroll of the employees who will be providing services;
- b) GPS - specific INSS collection guide;
- c) GFIP - FGTS collection guide and Social Security Information;

- d) SEFIP - FGTS Company and Social Security Information System;
- e) Evidence of payment of the following taxes: PIS, Cofins, CSLL (OS 381);
- f) Proof of payment of salaries and other amounts due to contractors, employees and agents;
- g) Comply with the relevant legislation to the IRRF;
- h) Present a Table of Accidents at work with the information: number of employees who worked during the month (present their list), HHT, number of accidents and hours away;
- i) Submit a waste disposal report; ( if applicable)
- j) Present proof of payment of Life Insurance to employees.

12.1.3. Quarterly, when applicable:

- a) CRF - FGTS Certificate of Regularity.

12.1.4. Half-yearly, when applicable:

- a) CND - Debt Clearance Certificate from the Secretariat of Social Security Collection (INSS);
- b) CND - Debt Certificate of Federal, State and Municipal Revenue

12.1.5. Annually, when applicable:

- a) PCMSO - Occupational Health Medical Control Program and Annual Report;
- b) PPRA - Environmental Risk Preventive Program;
- c) Vacation receipt;
- d) ASO - Periodic Occupational Health Certificate.

12.1.6 In the event of termination:

- a) TRCT - Homologated Employment Contract Termination Term;
- b) ASO - Dismissal Occupational Health Certificate;
- c) Evidence of payments of all severance payments.

12.1.7. Failure to submit or incorrectly submit the documents indicated in the previous items will allow the CONTRACTING PARTY to withhold payments due to the CONTRACTOR until the situation is regularized. Once the situation is regularized, at the CONTRACTOR's expense and under the sole responsibility of the CONTRACTOR, the amounts that may be due to him will be paid to him, without any adjustment, interest and / or penalty to the CONTRACTING PARTY.

12.2. The CONTRACTOR will be fully responsible for all labor, tax and social security charges and charges arising from the services eventually contracted, assuming the CONTRACTOR now the risks of eventual labor claims, tax and social security assessments involving its contractors / employees, even if proposed against the CONTRACTING PARTY.

12.3. As provided for in clause 8.3, if the CONTRACTING PARTY is notified, summoned, or assessed for failure to comply with any legal obligation, including the payment of taxes whose total or partial responsibility is with the CONTRACTOR, the CONTRACTING PARTY reserves the right to discount the value of any invoice (s) issued, whether for this or another purchase order or contract, the updated amount subject to the assessment, as well as court costs and fees spent on hiring qualified professionals (lawyers, experts, etc ...).

12.4. When importing services, the CONTRACTING PARTY and the CONTRACTOR must observe the legislation of their respective countries and any bilateral agreements.

### **13. TERM, CANCELLATION OF PURCHASE ORDER AND SUSPENSION**

13.1. This purchase order will remain in effect for the period necessary to carry out the related obligations.

13.2. The CONTRACTING PARTY is entitled to cancel the purchase order, by simple written communication to the CONTRACTOR, without payment of any fine or indemnity, in the following cases:

- a) "decree of bankruptcy, request for judicial or extrajudicial recovery or judicial or extrajudicial dissolution of the CONTRACTOR;
- b) "CONTRACTOR's evident state of insolvency;
- c) "change in the CONTRACTOR's share control;
- d) "default of any obligation arising from these General Purchasing Conditions or purchase order;
- e) "indications that the CONTRACTED PARTY will not be able to complete the execution of the purchase order in a satisfactory manner, such as delays during the execution of the services, as well as the legitimate protest of the credit title in which it appears as a debtor or co-obligator to CONTRACTOR, lack of sufficient personnel to perform the services, labor claims, tax foreclosures, etc ...;
- f) "the CONTRACTOR's failure to comply with the obligations described in the purchase order and these General Purchasing Conditions, without the express and prior written authorization of the CONTRACTING PARTY;
- g) "abandonment or suspension of the performance of services for more than 02 (two) consecutive days or 05 (five) alternate days, even without abandoning the place where the services are performed;
- h) "the proven occurrence of acts of God or force majeure that last for more than 120 (one hundred and twenty) days;
- i) "recurrence of deviations that may compromise the physical integrity of employees;
- j) "if the CONTRACTOR tolerates that its collaborators operate in serious and eminent risk of accidents or occupational disease;
- k) "if the CONTRACTOR does not present the EHS (environment, health and safety at work) and labor documentation within the appropriate period.

13.3. If the CONTRACTED PARTY causes the termination of this purchase order, it will pay the CONTRACTING PARTY, as a termination fine, the amount equivalent to 30% (thirty percent of the purchase order value, in addition to any losses and damages to be determined, including the costs of hiring a new company to complete the execution of the purchase order or redo it.

13.4. After the notice of termination, the CONTRACTOR shall cease any activity related to the execution of the SCOPE. The portion of the SCOPE accepted by the CONTRACTING PARTY until the date of notification of the termination will be measured and paid, according to agreed conditions.

13.5. Even if the purchase order is canceled, the CONTRACTING PARTY may continue to use the existing facilities, delivered goods or services already performed by the CONTRACTED PARTY, upon payment in proportion to the SCOPE already made.

13.6. The purchase order may also be terminated without any burden to the CONTRACTING PARTY, in case of termination of the contract signed between the CONTRACTING PARTY with its final customer for any reason, or at the request of the final customer, or if the final customer does not approve the subcontracting.

13.7. The CONTRACTING PARTY is entitled to denounce the purchase order without reason, by means of simple communication with thirty (30) days in advance.

**14. GENERAL PROVISIONS**

14.1. The tolerance of either PARTY, in relation to possible violations of the other, will not result in contractual modification, novation or waiver of rights, and should be considered as mere liberality of the said PARTY.

14.2. If any of the provisions of these General Purchasing Conditions is or will become null or omitted, such nullity or omission will not affect the validity of the other provisions of these General Purchasing Conditions. In this case, the PARTIES will endeavor to establish norms that are closest, in terms of economic results, to the disposition (s) to be altered or eliminated.

14.3 Notwithstanding anything to the contrary, CONTRACTING PARTY's cumulative liability to CONTRACTED for all claims, liabilities, losses, damages, costs and expenses relating to a purchase order, or the goods or services provided thereunder shall be limited to actual direct damages incurred in connection therewith, and in no event shall such CONTRACTING PARTY's cumulative liability to CONTRACTED exceed the amount of the purchase price for any such goods or services in connection with the applicable purchase order. CONTRACTING PARTY shall not be liable to CONTRACTED for any lost profit, loss of business, loss of goodwill, indirect, incidental, or consequential damages.

14.4 CONTRACTED shall comply with all applicable laws, rules, regulations, standards and other governmental requirements in connection with the performance of its obligations under any purchase order including, without limitation, any laws and regulations related to workers safety and the handling of hazardous and toxic substances. CONTRACTED represents and warrants that it has obtained any and all consents, approvals and authorizations necessary to perform its activities under any purchase order.

14.5 The purchase order, jointly with these terms and any other related documents or information that CONTRACTING PARTY may provide to CONTRACTED for the purpose of complying with an order (such as, without limitation, technical specifications), represent the whole agreement between the parties with regard to its subject matter, and any changes and/or additions may only be made in accordance with these terms. The relationship between CONTRACTING PARTY and CONTRACTED is that of a supplier of goods or services and its client. Neither party shall have the right to act as a representative, agent, associate, partner or employee of the other party, under any circumstance.

**15. JURISDICTION AND APPLICABLE LAW**

15.1. Brazilian Law applies to all questions arising from the purchase order. In addition, the district court of the City of São Paulo, State of São Paulo, is elected, with the express exclusion of any other, however privileged it is ATTENTION.

15.1.2. Invoices with cadastral and commercial tax discrepancies such as: Tax rates, CNPJ, Registration, Address, Price, Payment conditions, Identification, Inappropriate tax regime, etc ..., will have Suspended Payments and Maturity Deadlines Counted from the Arrival of your Correction Letter - Materials delivered with technical or quantity differences will have their payments suspended until the correction of the deviations by the CONTRACTOR without charge and fine for the contractor.

15.1.3 The administration of customs activities, and the inspection, control and taxation of Foreign Trade operations, in which case the purchase made abroad with the purpose of being imported into Brazil, under any of the previously defined titles, will be exercised by the CONTRACTING PARTY and the CONTRACTED PARTY in accordance with the aforementioned Customs Regulation (Decree 4,543 of 12/25/2002).

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BUYER – CONTRACTING PARTY

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SUPPLIER – CONTRACTED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS