GENERAL PURCHASING CONDITIONS

1) PURPOSE:

1.1. The purpose of these conditions is unifying ENVANIO BRAZIL LTDA purchasing process of materials, equipments or services.

1.2. In case of divergencies between the content of this document and the content of any purchase order or any other related document, the terms of these General Conditions will overwhelm it, except when previously discussed and established by the parts.

2) ORDER ACCEPTANCE

2.1. The acceptance or countercharge of the conditions previewed on the Purchase order or on these General Conditions must be done in a 24 hours period. In a lack of acceptance from the Supplier's side, ENVANIO BRAZIL LTDA will admit that the General Conditions, so as the respective Purchase Orders, have been accepted without objectons, maintaining all conditions described on them as valid. The supplying start of materials,
equipments or services will also be considered as fully acceptance of the conditions foreseen on mentioned Purchase order and these General Conditions.

2.2. Accepting this order, you also accept all the rules contained on the General Purchasing Conditions of ENVANIO BRAZIL LTDA, including all the supplyer's behavior rules, as per established on the Conduct Code of ENVANIO BRAZIL LTDA. These rules can be found on the Internet and available on: https://www.envanio.com/en/company/procurement

3) PAYMENT CONDITIONS:

3.1. The valid payment conditions are the ones as expressed on the Purchase Order.

3.2. In case of prepayments, the supplier must send the Proforma Invoice and Banking Guarantee with the prepayment value requested 10
days in advance of the maturity date defined between the parts. The Banking Guarantee must be valid until the negotiated delivery date. In
case of delivery failure, the values received by ENVANIO BRAZIL LTDA after activating the Banking Guarantee will only be returned after the effective delivery of the materials, or when the agreed return period, discounted referred values of interest, fines, indemnities and currency corrections.

3.3. All payments will be done as per stated below:

Payments will be made by wire transfer, once in a month, on the 20th of each month (except prepayments), under the terms mentioned on the Purchase Order.

The banking details of supplier's account must be essentially mentioned on each invoice issued. All invoices must be sent to the International Purchasing Team, through the following e-mail address: Marcus.Borghesi@envanio.com; felippe.verrone@envanio.com.

In case of banking details change, please inform previously the Purchasing team the new banking details, in order to avoid remittances to the wrong banking account.

4) DELIVERY DATES:

4.1. The delivery dates specified in the Purchase Order must be strictly observed and, if it is impossible to comply with it, the Supplier undertakes to immediately communicate the fact to ENVANIO BRAZIL LTDA, which will choose, at its sole discretion, the measures that best meet its interests, and may even opt for partial or total cancellation of the purchase order, without incurring any burden or expenses with the Supplier.

4.2. In case of lack of materials on delivery, the correct/missing products must be sent by the supplier, as free of charge shipment.

5) FINES:

5.1. If the delivery deadline set in the Purchase Order is not met, the Supplier will incur a fine of 0.5% (half a percent) per day, with a maximum ceiling of 20% (twenty percent) on the total value of the Purchase Order. Purchases, without prejudice to any indemnities to which ENVANIO BRAZIL LTDA is entitled for direct and indirect damages caused by the delay in question.

5.2. In the event of non-compliance with any other obligations provided for in these general conditions, or in the Purchase Order, the Supplier

will be subject to a fine in the amount of 10% of the value of the Purchase Order, without prejudice to any indemnities to which ENVANIO BRAZIL LTDA is entitled on account direct and consequential damages suffered by it.

6) INSPECTION/TESTING

6.1. The Supplier shall give free access to ENVANIO BRAZIL LTDA's inspectors and its final customer to its facilities, as long as it is informed 2 (two) days in advance, however, no verification or inspection by ENVANIO BRAZIL LTDA will exempt the Supplier from its responsibilities regarding the items supplied, bearing with the replacement of these, or with the costs arising from repairs carried out by ENVANIO BRAZIL LTDA, in case of urgency.

6.2. The Supplier must formally summon ENVANIO BRAZIL LTDA to accompany the final inspection at its factory, with 03 (three) business days in advance.

7) PACKAGING:

8.1. Appropriate packaging expenses for international transport will be borne by the Supplier. This will be responsible for replacing or repairing the

material when the deterioration of the material is caused by inadequate packaging.

8) PACKING LIST

8.1. The Supplier must send, via e-mail, before the delivery of the materials, a copy of the Packing List, informing the number of volumes, contents of the volumes, dimensions and weights, net and gross for each material. A copy of this list must accompany the Invoice, and a copy must accompany the materials and must be attached to the packaging or equipment. No material will be received without a copy of the Packing List. The packing list must contain the Purchase Order number, invoice number e and shipping date.

8.2..From February 01th, 2016 by law of the Ministry of Agriculture and Federal Revenue of Brazil, it is mandatory that any and all packing
which contains wood, be exported to Brazil, has to do fumigation treatment (high temperature treatment – HT) and must come with stamp in accordance of each country law.
in case of packages received without the stamp treatment will be selected for the customs, the import process will stop and the packages will
be returned to the exporter, all costs will be charged to the exporter.

8.3. Failure to receive the materials pursuant to clause 8.1 above will not subject ENVANIO BRAZIL LTDA to the payment of any amounts by way of interest, fines, corrections, or indemnities.

9) GARANTEE:

9.1. The materials, parts and equipment supplied will be guaranteed against manufacturing defects considering the period as follows:
a. Suppliers with a specific contract signed with ENVANIO BRAZIL LTDA: the period specified in such contract will prevail;
b. Suppliers without a specific contract signed with ENVANIO BRAZIL LTDA: the warranty period will be 24 (twenty-four) months after the start-up of the final product produced by ENVANIO BRAZIL LTDA, or 30 (thirty) months after the delivery of materials, parts and equipment to ENVANIO BRAZIL LTDA, whichever comes first;;
c. If the Supplier does not accept the periods above, the negotiated warranty period must be highlighted in the observation field of the
Purchase Order.

9.2. If manufacturing defects are found within the applicable warranty period, pursuant to clause 9.1. above, the Supplier shall replace the defective materials, parts or equipment with new ones, with the same characteristics specified in the applicable Purchase Order. All costs arising from this replacement will be borne exclusively by the Supplier. For repaired equipment, the warranty period will be extended for a duration equal to that reported for new equipment, under the terms of clause 9.1 above.

9.3. If the prompt replacement is not carried out by the Supplier, ENVANIO BRAZIL LTDA may, at its sole discretion, take all necessary measures to remedy the defects, with the corresponding expenses being fully passed on and assumed by the Supplier.

9.4. Without prejudice to the warranty obligations set forth in this Clause 9, the Supplier will be civilly liable for losses and damages incurred by ENVANIO BRAZIL LTDA due to defects in the products, delay in delivery and for non-compliance with any condition of these General Conditions.

10) REQUIREMENT OF ABSENCE OF SILICONE AND ASBESTOS:

10.1. Silicone, in all its forms, is strictly prohibited in any material, equipment or packaging used in supplies to ENVANIO BRAZIL LTDA. In case of presence of silicone, even in the form of traces, in any part of the supply, the whole supply will be returned to the Supplier for conformity, or it will be brought into conformity by ENVANIO BRAZIL LTDA without obligation of prior quotation, in case of extreme urgency. In any of the situations above, the cost of any rework will be passed on and assumed by the Supplier. The Supplier shall likewise guarantee the absence of asbestos in its supply.

10.2. All materials, including those for the final painting and packaging, must be free of substances harmful to health in accordance with the

national standards. All materials and substances contained in components and equipment, which are subject to declaration, must be documented and reported together with the delivered components and equipment. Delivery of CMR substances is not permitted. (CMR: Carcinogenic substance, mutation causing substance, toxic substance, etc.).

11) SPECIFICATIONS AND MODIFICATIONS OF THE SCOPE OF SUPPLY:

11.1. ENVANIO BRAZIL LTDA reserves the right, at any time, to make changes in terms of designs, specifications, quantities, cancellation, shipping method, packaging, deadlines and any other conditions relating to the items relevant to the Purchase Order. These modifications will be notified to the Supplier in a timely manner and may, at ENVANIO BRAZIL LTDA's sole discretion, be the subject of new negotiations, if they lead to an increase or decrease in the price, and/or deadlines foreseen for the delivery of the respective materials, equipment or services. For any modification requested by ENVANIO BRAZIL LTDA, the Supplier must submit its proposal (costs, deadlines) within a maximum period of 7 (seven) days from the date of receipt of the written request by ENVANIO BRAZIL LTDA. Price surcharges will only be accepted due to scope changes requested by ENVANIO BRAZIL LTDA. These changes may have been made at the request of ENVANIO BRAZIL LTDA's end customer or by ENVANIO BRAZIL LTDA.

12) TECHNICAL DOCUMENTS, SPECIFICATIONS, DRAWINGS, DRAWINGS::

12.1. The Contracted Supplier declares to have received from ENVANIO BRAZIL LTDA documents such as drawings, and technical specifications, sketches,

among others, as detailed in the Purchase Order, which are recognized as an integral part of the present, as well as knowing and

understanding its content. If there is any doubt in the interpretation / understanding of the documents, the supplier undertakes to seek
to ENVANIO BRAZIL LTDA who will provide all necessary clarifications, and the supplier cannot claim this fact as a reason for delay and/or non-compliance with
any of its obligations. Any information exchanged with ENVANIO BRAZIL LTDA that changes the scope of the initial order must be documented with a copy to
ENVANIO BRAZIL LTDA's Purchasing Department.

12.2. For the supply of raw materials, such as profiles, plates, bars, tubes, steel rails, among others, it is mandatory to deliver the material certificate.

12.3. The supplier must deliver to ENVANIO BRAZIL LTDA (when applicable) technical documentation of the equipment containing: functional description, operatio- nal description, maintenance plans and list of spare parts with periodicity of replacement, recommendation for stock and list of all components specifying the real manufacturers and their codes, electrical/hydraulic assembly drawings, etc. All documents must be saved and provided in Adobe PDF files in Portuguese and/or English, when negotiated in the purchase order. If the documents are not available in electronic format, they must be scanned. For technical documentation provided by e-mail, the subjects must contain at least the name of the supplier and ENVANIO BRAZIL LTDA Purchase Order number and if the technical documentation is provided on a medium such as a USB stick, CD/DVD, it must be marked at least with the name of the supplier, the purchase order number purchase ENVANIO BRAZIL LTDA and the table of contents.

12.4. ENVANIO BRAZIL LTDA reserves the right to withhold payment until it receives all necessary documentation in due form.

13) INDUSTRIAL PROPERTY:
13.1. In the improper use or reproduction of items from drawings, devices, models or molds supplied by ENVANIO BRAZIL LTDA, without due written authorization, the Supplier will incur serious misconduct, and the applicable legal measures will be applied to reimburse ENVANIO BRAZIL LTDA for damages that may be caused.

14) CONFIDENTIALITY:
14.1. The Supplier, by itself and its employees, undertakes not to disclose to third parties nor to use, directly or indirectly, any written or verbal information and/or documentation (correspondence, maps, internal rules, plans, sketches, drawings, photos, films, etc.) of ENVANIO BRAZIL LTDA that he
becomes aware of or has access to, without the prior and express consent of ENVANIO BRAZIL LTDA, establishing appropriate measures to prevent such transmission occur.

14.2. The Supplier agrees and admits that non-compliance with the secrecy hereby agreed will cause damages to ENVANIO BRAZIL LTDA, being obliged to repair them in the event of its violation.

14.3. The Supplier shall ensure that its employees, agents, representatives, agents and service providers also submit, in writing, to the same confidentiality obligations described in these general conditions or in the Purchase Order.

14.4. At any time during the validity of these general conditions or the Purchase Order, ENVANIO BRAZIL LTDA may, regardless of justification, request the Supplier to return, in whole or in part, any document, the Supplier being obliged to deliver it within the deadline of 5 (five) business days.

14.5. Upon termination of these general conditions or the Purchase Order, in any capacity, the Supplier undertakes, regardless of request, to return all confidential documents in its possession, within a period of 5 (five) business days.

14.6. The provisions of this clause do not expire with the expiration or rescission of these general conditions or the Purchase Order, remaining valid after their termination.

14.7. The district court of São Paulo, State of São Paulo, is hereby elected to resolve any doubts or controversies resulting from this contract, excluding any other, no matter how privileged it may be.

Place and Date: _____.

Agreed:

_____

SUPPLIER

_____

ENVANIO BRAZIL LTDA.

Witnesses:

1. **2.**

Name: _____ **Name: _____**