

General Terms and Conditions for Product Certification Services

1. DEFINITIONS

The definitions in this clause apply to this Term.

- 1.1. Accreditation Body:** means the body that has the authority for accreditation granting, based on that, Bureau Veritas Certification performs those Services.
- 1.2. Bureau Veritas Certification:** means the entity related to the certification of the Bureau Veritas group of companies that has entered into the Customer Agreement.
- 1.3. Company:** means the person, firm, company, society, association, fund, government agency or authority that assigns Bureau Veritas Certification to provide the Services and is thus identified in the applicable Proposal or Order Form or agreed written instructions.
- 1.4. Certificate of Conformity:** means the certificate issued by Bureau Veritas Certification confirming the conformity of a product after meeting the specific conditions of the conformity assessment program.
- 1.5. Commercial Proposal:** means any proposal, quotation, or other document issued by Bureau Veritas Certification to Customer that defines the services, fees, and any other information and terms and conditions regarding the Services execution.

2. SCOPE

The purpose of this Term is the provision by **BUREAU VERITAS CERTIFICATION** of the Product Certification service to be performed in the **COMPANY**'s manufacturing units and / or services, upon its request, in order to provide the issuance of Certificates of Conformity, certifying the compliance of the Company's products with the standards as defined in the Commercial Proposal, assuming that the information provided by the Company is sufficient, accurate and adequate.

3. OBLIGATIONS OF BUREAU VERITAS CERTIFICATION

- 3.1.** In accordance with the terms of this Term, **BUREAU VERITAS CERTIFICATION** shall provide properly qualified or third party personnel and appropriate means to:
 - a)** Carry out the Product Certification process in accordance with the rules of the certification scheme and the national or international referenced standards. The Certification process may include Technical Documentation Review of the products subject to the Certification process, Test Report Analysis, Test Lab Evaluation, Analysis Report Writing, Laboratory Test Witness, Certification Audit and Sample Collection in the **COMPANY**'s manufacturing units.
 - b)** Perform Maintenance services in accordance with the rules of the certification scheme to ensure that the conditions that gave rise to certification are maintained.
 - c)** Issue Certificates of Conformity upon satisfactory completion of the Product Certification process referred to in 3.1, with clear identification of the products for which the Company is certified, and all services shall be conducted in

accordance with the rules of the scheme. Certification and Product Certification Procedure adopted by **BUREAU VERITAS CERTIFICATION**.

- 3.2.** **BUREAU VERITAS CERTIFICATION** will be responsible for the consequences of errors and omissions that may occur through negligence on its part or employees. At its expense, will be required to correct any deficiencies that have resulted from its failure to perform the services to the standards required by the applicable codes for its business conducting, since a written request is received from the **COMPANY**.

- 3.3.** In the event of negligence, as described above, any loss or damage for which **BUREAU VERITAS CERTIFICATION** may be held liable shall not exceed the maximum fees charged by **BUREAU VERITAS CERTIFICATION** for the executed service related to the occurred negligence.

- 3.4.** In a timely manner prior to the scheduled audit dates, **BUREAU VERITAS CERTIFICATION** will send to the **COMPANY** a copy of the Audit Plan (program subject to adjustment) together with any additional requirements considered necessary to obtain the requested Certification. Subsequently, the team conducting the audit will be informed and the **COMPANY** will have the right to appeal against the appointment of any auditors or specialists.

- 3.5.** **BUREAU VERITAS CERTIFICATION** undertakes to make available to another **OCF (Product Certification Body)** the necessary documentation at the time of the transfer of certification, upon the authorization of the **COMPANY** formalized by letter, while the Certificate of Conformity is valid.

4. USE OF CONFORMITY MARK

Permission to use the **BUREAU VERITAS CERTIFICATION** Compliance Mark or to use the SBAC Conformity Identification label is granted as follows:

- a)** Within the scope of SBAC and for products requiring registration, the "Certificate of Conformity" is a prerequisite for obtaining the object Inmetro registration. The granting of registration by Inmetro authorizes the use of the Conformity Identification label.
- b)** Also within the scope of SBAC and for products that do not require registration, the "Certificate of Conformity" corresponds to the authorization to use the Conformity Identification label, according to the conditions established in the contract and conditioned to the certification maintenance process, when applicable.
- c)** Outside the SBAC, the "Certificate of Conformity" corresponds to the authorization to use the **BUREAU VERITAS CERTIFICATION** Mark of Conformity, according to the conditions established in the contract and conditioned to the certification maintenance process, when applicable.

5. OBLIGATIONS OF THE COMPANY

According to this Agreement, the **COMPANY** shall:

Termos e Condições Gerais para Serviços de Certificação de Produto

- 5.1. Provide all necessary documentation, information and facilities to enable **BUREAU VERITAS CERTIFICATION** to perform its obligations under Clause Two.
 - 5.2. Make the payment of invoices submitted within the term and conditions as defined in this agreement.
 - 5.3. Inform **BUREAU VERITAS CERTIFICATION** in writing of any and all alteration of registration data such as contact persons, collective vacation periods or similar that exist in the **COMPANY**, as well as technical data on the already certified product. **BUREAU VERITAS CERTIFICATION** will not be responsible of any damage that may result from non-compliance with this act.
 - 5.4. Be aware that when applying for a **Cgcre** Accreditation certificate or other Accreditation Bodies, it may be audited by these bodies without the participation of **BUREAU VERITAS CERTIFICATION** or by accompanying **BUREAU VERITAS CERTIFICATION** in their audits.
 - 5.5. Meet certification requirements, including implementation of appropriate changes when communicated by **BUREAU VERITAS CERTIFICATION**.
 - 5.6. Meet product certification requirements if certification applies to running production.
 - 5.7. Take the necessary steps to: a) Conduct evaluation and supervision (where applicable), including provision for review of documentation and records, and access to relevant **COMPANY** equipment, location (s), area (s), personnel and subcontractors; b) investigation of complaints; c) participation of **BUREAU VERITAS CERTIFICATION** observers (when requested); and d) participation of evaluators of Inmetro's General Coordination of Accreditation (**Cgcre**), allowing their access to its departments and facilities when carrying out witness audits and market follow-up actions, **regardless of prior notice. If the organization does not allow access, BUREAU VERITAS CERTIFICATION should suspend certification / verification of the organization and inform interested parties.**
 - 5.8. Make certification complaints when consistent to the required scope of certification.
 - 5.9. Do not use the product certification in such a way as to bring **BUREAU VERITAS CERTIFICATION** into disrepute and make no statement about product certification that **BUREAU VERITAS CERTIFICATION** may find misleading or unauthorized.
 - 5.10. In the event of suspension, cancellation or termination of certification, discontinue use of all advertising material that contains any reference to product certification and take the actions required by the certification scheme or any other necessary action.
 - 5.11. If providing copy of the certification documents to others, these documents must be reproduced in their entirety or as specified by the certification scheme.
 - 5.12. When referring to product certification on the media, shall comply with the requirements of **BUREAU VERITAS CERTIFICATION** or as specified by the certification scheme.
 - 5.13. Comply with any of the requirements prescribed in GP 01P-BR and the certification scheme regarding the use of conformity marks, and related product information.
 - 5.14. Keep a record of all complaints received regarding compliance with certification requirements and make them available to **BUREAU VERITAS CERTIFICATION** upon request and:
 - a) take appropriate action with respect to such claims and any deficiencies found in products that affect compliance with certification requirements;
 - b) document the actions taken.
 - 5.15. Inform **BUREAU VERITAS CERTIFICATION** without delay, any changes that may affect the ability to meet certification requirements.
 - 5.16. Be aware of the contents of documents "Visão Geral-PCA", "GP-01P-BR" and the Specific Technical Instruction regarding the conformity assessment program, available on the website (www.bureauveritascertification.com.br) or upon request in accordance with the required document.
6. **POSTPONEMENT OF AUDITS**
 - 6.1. If **COMPANY** postpones any audit less than thirty (30) days prior to the scheduled start date, fees will be charged under the Business Proposal for the purpose of covering administrative and operating costs. These fees are not deducted from contract fees.
 - 6.2. The dates of the audits shall be fixed by mutual agreement between **BUREAU VERITAS CERTIFICATION** and **COMPANY**.
 7. **CANCELLATION OF CONTRACT**

If the company cancels this agreement prior to the Certification Audit, subject to the provisions of clause Six, the amount equivalent to 30% (thirty percent) of the total fees as defined in the Commercial Proposal will be charged to cover administrative and operational costs.
 8. **CONTRACT RESCISSION**
 - 8.1. The contract may be terminated at any time by either party under the following conditions:
 - a) Through written notice at least three (3) months in advance of the start date of any scheduled event.

Note: In the case of contract with annual installment payments, the amount to be paid by the **COMPANY** to **BUREAU VERITAS CERTIFICATION** upon termination will be calculated pro rata for twelve (12) months.
 - b) Immediately in the event of default, liquidation or if either party ceases its business, either in part or in full.

Termos e Condições Gerais para Serviços de Certificação de Produto

- 8.2.** In the event of the contract rescission by **BUREAU VERITAS CERTIFICATION**, this decision shall be based on the conditions stipulated in GP-01P-BR.
- 8.3.** In the event of contract rescission, an auditing and/or product finishing tests is/are required as described in GP-01P-BR. This audit is equivalent to a special audit and will be charged as defined in the Commercial Proposal.
- 8.4.** In the event of ending or contract rescission, the certificate issued by **BUREAU VERITAS CERTIFICATION** shall cease to be valid and the **COMPANY** shall immediately cease to use the conformity mark and certificate (s), and shall return to **BUREAU VERITAS CERTIFICATION** all documentation that has been issued and indicates such certification, otherwise **COMPANY** shall be legally liable for improper use of the certification documents.

9. CONFIDENTIALITY

Except as required by the laws of the country and the relevant Accreditation Authorities, **BUREAU VERITAS CERTIFICATION** and **COMPANY** shall treat as strictly confidential all information in their possession in the course of the validity of this Agreement, and shall not disclose it to third parties without the prior written consent on the other side.

10. SPECIAL AUDITS AND PRIOR AND AFTER TRAVELS

- 10.1.** If special audits are required at the request of **COMPANY**, customer complaint, certification suspension or cancellation, from third party, or in order to verify corrective actions from nonconformities reported during Certification Audit, Follow-up Audits or review test reports, they will be charged as defined in the Commercial Proposal.
- 10.2.** Upon receipt of a duly substantiated complaint, **BUREAU VERITAS CERTIFICATION** will collect samples from the market for analysis and eventual testing in third party laboratories as defined in the certification scheme. The costs of all necessary activities will be charged to the **COMPANY** plus administrative fee and tax charges.
- 10.3.** If a travel is required to be performed on the day before and / or after the days defined for the execution of the services described in this contract, in accordance with the above certification process, fees will be charged as defined in the Commercial Proposal.
- 10.4.** If the certification process has not been satisfactorily completed within 180 days after the Certification Audit, due unsolved Nonconformities from Audits and / or Tests, a new Audit will be performed.

11. CLAUSE NINE: RENEWAL OF CERTIFICATION

- 11.1.** The validity period of the Certification is counted from the date of issuance of the certificate, following the deadline established in the conformity assessment program.
- 11.2.** The fees stipulated for certification renewals may change if significant changes are found in the original certification

conditions, and are thus subject to analysis and negotiation between the parties.

12. AUDIT EXPENSES

- 12.1.** The **COMPANY** will be responsible for all transportation, meals and eventual staying expenses of the **BUREAU VERITAS CERTIFICATION** team for all events necessary to comply with this Agreement.
- 12.2.** When airfare and / or accommodation expenses are provided and paid by **BUREAU VERITAS CERTIFICATION**, they will be charged to **COMPANY** with an administration fee and tax.

13. BILLING METHOD

- 13.1.** Along with the invoice and its duplicate will be issued bank payment slip, with the applicable instructions.

14. PAYMENT TERMS

- 14.1.** Invoices must be paid through the Bank Collection System and from the date of issue of the invoice the customer must express within 5 (five) days if there is disagreement on amounts.
- 14.2.** After 5 (five) days from the due date of the invoice, without payment, the invoice will be withdrawn from the bank and appropriate action will be taken to receive it.

- 14.3.** In case of default, **BUREAU VERITAS CERTIFICATION** may suspend and cancel the issued certificate and the respective contract.

15. CONTRACTUAL AMENDMENTS

- 15.1.** These conditions will remain valid if there is no change in labor, tax, wage or social security legislations, creation of new taxes, tax and / or para-tax contributions, creation of allowances or other cash benefits to employees or any other applicable obligations or conditions by law or arising from agreement and amendment of the legislation governing the service activities of private enterprise.
- 15.2.** The values of this Agreement will be adjusted annually or in the shortest time allowed by law, from the date of signing of the Commercial Proposal, due to the variation of the elements that represented in the equation below:

$$P = P_o \times \frac{IGP-M_1}{IGP-M_o} \text{, where:}$$

P = corrected amount;

P_o = Amount stipulated in the Contract;

IGP-M₁ = IGP-M for the month prior to the month of readjustment.

IGP-M_o = IGP-M for the month prior to the month of signature of the commercial proposal (FORM 035).

- 15.3.** The parties undertake to renegotiate the commercial conditions of this contract in the event of loss of economic and financial balance. The economic and financial balance of the contract will be considered impaired when, at any time, it is found that the variation in the IGP-M index is equal to or greater than 1.15 from the beginning of the contract until the month of analysis, according to the equation below:

$F = \frac{IGP-M_2}{IGP-M_0}$, where:

F = Economic and financial balance factor of the contract;
IGP-M2 = IGP-M for the previous month of Factor F calculation;
IGP-M0 = IGP-M for the month prior to the month of signature of the commercial proposal (FORM 035).

16. FORUM

The Forum of the City of Rio de Janeiro, State of Rio de Janeiro, is hereby elected, which shall be competent to settle any issues arising from the observance of this Agreement, waiving the Parties to any other, however privileged it may be.