

General Conditions of Purchase of TÜV Rheinland Brasil Hereinafter referred to as "TR" (November 2016 version)

1. General/Validity.

1.1 The following terms and conditions apply exclusively to all purchases, products and services – (hereinafter referred to collectively as "services, products" - ordered by the companies of the TÜV Rheinland group of Brazil, TR Industrial Services, TUV Brazil Ltda, TUV Rheinland Brazil, TUV Rheinland Service, Köln Holding, TR Holding, TR do Brazil Holding Ltda, Ductor

1.2 TR does not recognize any terms and conditions of the company to be contracted to perform the services by TR (hereinafter referred to as "the Company") that contradict these Purchasing Terms and Conditions, in whole or in part, unless TR has expressly agreed to its terms and validated in writing.

1.3 In the event of any contradiction between these General Terms and Conditions of Purchase and any other terms or conditions, the provisions of these General Terms of Purchase shall prevail.

2. Scope of services

2.1 The scope of the services to be provided by the company is determined according to the purchase order of the TR or with the individual contract.

2.2 The Company is responsible for the supervision, monitoring and supervision of the performance of the services, as well as for the organizational integration in the operational process of TR.

2.3 The Company confirms that it has received detailed information on the matter and scope of the service agreed upon in the assignment and therefore it is not possible to claim additional credits for lack of knowledge.

3. Delivery of goods, packaging and transportation

3.1 The delivery will take DDP (according to Incoterms 2000) to the address indicated in the purchase order of TR. If no address is indicated on the order, delivery will be made to the following address: TÜV Rheinland do Brasil Holding Ltda. Av. Queiroz Filho, 767, Vila Hamburguesa, São Paulo, Cep:05319-000

3.2 Goods must be properly packaged and identified and must arrive at their destination by the most suitable means of transport delivered defect free.

3.3 The Company will be liable for damages caused due to insufficient packaging.

4. Period of service and delay

4.1 Services provided by the company must be carried out within the agreed period or within the agreed period.

4.2 If for any reason the company does not meet the deadlines, TR will have the right to request a contractual penalty of 0.25% of the total purchase order for each day delayed. This contractual penalty is limited to 5% of the total purchase order, for each breach of contract by the company in connection with that stipulated in clause 4.1. The contractual penalty will be applied immediately without the need for prior notice, without affecting any of TR rights, including the right to enforce the agreement or compensation of the Company. The contractual penalty will be offset against any TR compensation claims.

4.3 Immediately after the Company realizes that the term for the service cannot be fulfilled or will be delayed or that the service will not be executed according to request of purchases, it must inform TR immediately in writing, indicating the reasons for such. Without prejudice to TR's rights arising from such breach of contract, the contracting parties shall jointly decide whether and how the situation can be satisfactorily resolved for TR.

4.4 Agreed service times or service periods are linked.

4.5 Notwithstanding this fact, the company will notify TR, in writing, of the exact date of the service, in any case, a minimum of 3 working days before the service is performed. The information must include the order number.

4.6 TR will have the right to postpone the announced service date within one day from the date the information was received from the Company for up to 48 hours, without this postponement being grounds for any additional payment obligation by TR.

4.7 If, for any reason, TR requests that the execution time of the service be postponed, the Company shall store the goods or materials to be

delivered properly packaged and store them, hold them and clearly identify that they are intended for TR, At no cost to TR.

4.8 If the Company delivers goods to the TR, it will be obliged to indicate the name of the applicant in TR and the order number in a label that must be attached to the outside of the package. In addition, the Company will be obliged to provide the following information (if known) on a label that must be attached to the outside of the packaging.

- Brief description of the product
- Number of items per box or package
- Bar code of the number of items per box or package (EAN128)

- Product serial number
- Serial Number Bar Code (EAN128)
- Carton or package weight
- Country of origin

- Date of delivery or production

- Name and address of supplier

- All information required by law, national or international

5. Inspection of defects in goods delivered

5.1 TR will inspect goods after delivery for obvious or easily discernable defects.

5.2 If TR determines that there is a defect, TR will notify the Company within ten (10) business days (A) of the delivery if a defect of this type is obvious or easily discernible at the time of delivery (B) immediately after being discovered, if the error or defect is discovered only later, and when unpacking, during installation or when the product is first used..

5.3 If a notification is made on the goods in accordance with clause 5.1, the risk for defective products will be transferred to the Company upon receipt of the notification.

5.4 After the first request of TR, the Company must grant TR access to the premises where the goods are being produced or stored. It will be required to provide support to the TR during the inspection and to provide the necessary documentation and information.

6. Transfer of ownership

The property and the risk concerning the delivered goods will be transferred to TR when delivery is made in accordance with clause 3.1.

7. Modification Process

7.1 If TR intends to make a change to the services ("modification"), it must send a written change order ("Change Order") to the Company. The Company will then present a calculation of the price variations caused by the change, together with any suggestions for modifying the change order. TR may decide, at its own discretion, whether the suggested changes should be made. The change will be made after TR's written notification. If this is not provided, the Company will continue to perform the services as originally agreed.

7.2 The Company may not make changes to the services without the prior written approval of TR.

8. Retention of the title of the materials provided by TR

8.1 All materials, parts, containers and special packaging provided by TR will remain the property of TR. The processing or modification by the Company will be carried out on behalf of TR. If goods subject to title retention by the TR are processed with other non-TR items, TR will acquire joint ownership of the new items according to the relationship between the value of their item and the other items processed at the time of processing.

8.2 If the goods subject to retention owned by TR are inseparably mixed with other non-TR items, TR will acquire joint ownership of the new items according to the relationship between the value of their item and the other items processed at the time of the blend. If the mix occurs in such a way that the Company's items are considered as the main item, it is agreed that the Company will transfer joint-Property to TR. The contractor will store the sole or joint property on behalf of the TR.

9. Cooperation

9.1 Undertakings shall cooperate reliably and inform each other immediately of deviations from the agreed procedure or if there is any doubt as to whether the procedure is correct.

9.2 If the company realizes that its own information and requirements are incorrect, incomplete,

unclear or unfeasible, it must inform TR of this fact and of the consequences that may be detected immediately.

9.3 The contractual partners shall appoint a contact person between them, who shall be responsible for carrying out the contractual relationship.

9.4 The parties shall immediately inform each other of any change in the names of persons. Until such notice is received, the previously appointed contact and / or contact representative shall have the right to submit and receive statements within its prior proxy.

9.5 The contractual partners shall agree, at regular intervals, on progress and obstacles to the implementation of the agreement, in order to be able to intervene in the implementation of the agreement.

9.6 TR and the company agree that the use of trademarks, company symbols or other symbols relating to the other contractual party is not permitted.

10. Payment and Ordering

10.1 The agreed payment can be found in each request of TR or in the individual contract entered into between the contracting parties.

10.2 Payment in accordance with clause 10.1 shall include all costs, expenses and additional expenses of the Company, unless any other, agreement is expressly made in an individual agreement.

10.3 If reimbursement of travel and additional expenses is agreed in the individual agreement, the refund will only be made in exchange for presentation of the individual accounts by invoice.

10.4 The invoice must be presented within 90 days after delivery / service completed.

10.5 The service provided must be documented by attaching proof that the service has been completed.

10.6 Unless there are written agreements stating differently, the payment will be made within sixty (60) calendar days after receipt of the invoice.

10.7 If an acceptance test is carried out in accordance with clause 15 below, payment shall be made within sixty (60) calendar days from the date of success of the work.

10.8 Payment will be made by bank transfer or by other means at the discretion of TR.

11. Additional guarantees and resources

11.1 The Company guarantees that the delivered goods will comply with the contracts and specifications, as well as fulfill any purpose stated by TR or the Company.

11.2 This warranty will remain valid during the legal warranty period.

11.3 The company guarantees that the products comply with all legal requirements and regulations of Brazil or the country to which the service will be executed, as well as to meet the safety, quality and environmental requirements in force at the time of delivery.

11.4 The Company guarantees that the services will be provided on time, with competence and professionalism, according to the contract and will meet the most stringent standards of the industry at the time of service.

11.5 The Company is aware that the execution of high quality services is very important for TR and is the essence of this contract.

11.6 Otherwise, TR will be entitled to legal claims in case of defects in the services provided by the Company.

11.7 TR shall have the right to request from the Company a directly enforceable, unconditional and irrevocable guarantee from a Brazilian Bank or an approved international Bank, 5% of the purchase order value, to guarantee the Company's obligations.

11.8 The Company guarantees that, upon request, it will support TR in relation to all requirements related to TR's internal audit and to adhere to national or international laws without limitation and at no additional cost to TR.

11.9 If the Company delivers goods for which spare parts and / or consumer items may be required, the Company warrants that it is in a position to provide spare parts and consumables for such goods.

12. Intellectual property rights.

12.1 All results of services related to the company's activity under this agreement, in particular the developments and improvements of the processes and methods developed by TR, shall be the exclusive property of TR.

12.2 If the results of the service are protected, the Company grants TR a non-exclusive, transferable, free and irrevocable worldwide use right without time limitation.

12.3 The Company is not entitled to claim compensation for the right to use. These have already been settled by the agreed payment for the service.

12.4 The company warrants that goods it delivers are its own original developments or have been legally acquired and that its services do not infringe any industrial property right any or any other rights of third parties.

12.5 The Company will indemnify and hold TR from any third party claims for infringement of intellectual property rights, including trademarks, patents and copyrights, and will compensate TR for any damages it may incur in the form of damages or costs of legal proceedings.

12.6 If a claim is made in accordance with clause 12.5 or TR is satisfied that a claim will be made in the future, the Company shall ensure, on its own account, that TR obtains the rights to continue to use and exploit the Services or replace or modify the services in such a way that there is no longer an on-site violation, although the service replaced or modified in this way must be approved by TR.

13. Performance of services.

13.1 For services provided by the Company on-site at TR premises or (virtually) from another location through TR USA network to TR or its customers, the following additional terms and conditions shall apply:

13.2 During the execution of these services, the employees, contractors or advisors ("Personnel") of the Company must meet the requirements of TR and, if there are no requirements of this nature, must meet the general requirements of professional competence. If the staff is not sufficiently qualified for the performance of the services, TR shall have the right to demand the removal of these personnel. Consequently, the Company will be obliged to ensure that replacements are found immediately.

13.3 The Company shall provide all materials and equipment, including tools, as are required for performance of the contract.

13.4 TR shall have the right to inspect the materials and equipment used by the Company for the performance of the contract and determine the identity of all the personnel employed by the Company in the performance of the contract. The company guarantees that all staff are able to identify at any time with identification badges.

13.5 If, in inspecting the materials and equipment used by the Company for the execution of the Contract, TR justifiably rejects these, in whole or in part, the Company shall be obliged to replace the rejected materials and equipment immediately.

13.6 If the services are provided on TR's premises or on the premises of TR's customers, the Company should be familiarized in advance with the situation at the place where the services are to be performed in fulfillment of the contractual obligations. The Company will be responsible for any costs incurred as a result of the situation in the execution of the contract, provided that the Company should have recognized the situation during said inspection.

13.7 TR shall have the right to equip Company Personnel with the necessary identification necessary for access for the time it will spend in the TR facilities or in the premises of its client in accordance with the pertinent internal regulations that are valid.

13.8 The Company shall ensure that its presence and the presence of its personnel in the TR facilities or in the premises of its clients prevent the uninterrupted work processes of TR and third parties to the smallest possible extent.

13.9 The Company and its Staff should familiarize themselves with the content of the regulations and policies for the facilities of TR or its customers. This will also include, among other things, regulations and policies on IT security, general conduct, general security, health, and the environment. The Company will ensure that its personnel comply with the regulations and policies listed in clause 13.9.

13.10 The Company will ensure that TR may have Company Personnel and Subcontractors working on behalf of the Company (with the approval of TR) by signing individual declaration of adhesion.

13.11 Only the company is responsible for the adequate remuneration of its employees, as well as for payment of taxes, social security and other charges corresponding to the employment or work agreements with their employees or independent contractors, authorities. The Company will indemnify TR at all times in relation to receivables of this type by third parties as a result of unpaid or insufficient payment of salaries, taxes or other contributions of the Company.

13.12 A) The Company that provides services to TR is in accordance with the minimum wage law and must guarantee compliance with it, and comply fully with it and, pay its workers the minimum wage required by law in the respective amount currently required by law. The undertaking undertakes to ensure that, in the event that the company hires a subcontractor, the subcontractor also fulfills the obligation in accordance with paragraph 13.12 (a) (1).

B) In case of violation of the above mentioned obligations by the company or the subcontractors used by it, TR will be entitled to an immediate special term of termination of the existing contracts between the company and TR.

C) The company will fully exempt TR from third party claims, third party obligations, legal defense costs, as well as all fines resulting from an alleged or alleged breach of minimum wage obligations by the company or by a subcontractor hired by it.

D) The company undertakes to immediately notify TR of third party complaints or a summary proceeding against the company or against one of the subcontractors contracted by it in connection with the provision of services and work for TR.

13.13 The company shall ensure that its personnel have valid work and residence permits and other necessary permits.

14. Document storage and retrieval.

14.1 The Company shall be obliged to store all commercial and operational documentation with which it is adequately provided and, in particular, ensure that third parties cannot view such documentation. During the term of the contractual relationship, the documentation made available must be returned to TR upon request, after the termination of the contractual relationship, the documentation must be returned to TR immediately and without request of TR.

14.2 The Company shall not have the right to exercise any retention with respect to the documentation as defined in clause 14.1.

15. Approval of services

15.1 TR must inspect the services rendered by the Company with the Company's participation (tests and demonstrations, etc.)

15.2 The fulfillment of the characteristics of the service must be proven according to certain criteria of approval (test of approval).

15.3 A signed record will be created after approval, which will confirm compliance with the agreed service. A list of non-conformities determined during approval will be attached. Any non-conformances that remain after approval should be corrected under the guarantee of agreement, with a schedule to be prepared jointly by both parties.

15.4 TR will accept the contract services within 15 days unless the contracting parties have agreed to a different term after the successful transfer and / or approval test. Defects that do not limit proper use or limit appropriate use insignificantly do not give TR any right to refuse approval. The Company's obligation to correct defects shall not be affected by it. The performance of approval prior to the final correction of defects will be at the discretion of TR in case of defects that are not insignificant.

15.5 If the Company cannot prove the agreed service characteristics within the deadline or, if necessary, within an appropriate grace period, for reasons that are reliable, TR may withdraw from the contract in its entirety or in part after the end of the grace period.

15.6 Claims may be made for defects that are fraudulently concealed within a period of 10 years from the time of acceptance.

16. Subcontractors
The inclusion of subcontracts to third parties

(subcontractors) is not permitted, unless expressly agreed otherwise in an individual agreement.

17. Liability

17.1 The Company shall be liable under the law.

17.2 The Company will also be required to indemnify and hold TR third party claims for damages for its first claim, if the cause is within its area of control and organization and the Company itself is responsible in relation to third parties.

17.3 The Company must adequately assert against the liability mentioned in this clause and is obliged to allow TR to see the insurance policy, if necessary. TR compensation damages claims are not limited to the amount insured in each case.

18. Confidentiality

18.1 "Confidential Information" within the meaning of these General Conditions of Purchase are all information, documents, images, diagrams, surveys, data, samples and project documentation delivered, transferred or disclosed by TR to the Company during the term of the Assignment or individual agreement between TR and the Society. This also includes copies of this information on paper and electronic form.

18.2 All confidential information that is transmitted or otherwise made available in accordance with this Agreement by TR to the Company:

A) It may only be used by the Company for the fulfillment of its contractual obligations with TR, unless there is a written agreement expressly divergent with the existing TR,

B) They may not be duplicated, distributed, published or transmitted in any other way by the Company,

C) Should be treated confidentially by the Company, in the same way that the Company also treats its own confidential information, in any case at least not less than in accordance with the level of attention objectively required.

18.3 The Company will only make the information disclosed to it by TR accessible to employees who require it for the provision of services as part of the agreed services performance for the TR. The Company will ensure that such employees enter into an agreement to maintain confidentiality to the extent determined in this confidentiality agreement.

18.4 The obligation listed in clause 18.2 shall not apply to any confidential information if the Company is able to prove that:

A) The information was already generally known at the time of publication or has become known to the general public without any violation of this agreement,

or B) The Company received information from a third party, which had the right to transmit the information to the Company,

or C) the information was already in the Company's possession before being transmitted by the TR, or

D) The Company developed the information independently, regardless of the transmission of TR.

18.5 Confidential information remains the property of TR.

18.6 The Company agrees that at any time, at the request of TR, at the latest and without separate request of TR after the termination of the individual assignment or agreement, (i) it shall return all confidential information, including all TR copies or upon request From TR (ii) destroy the confidential information, including all copies thereof, and confirm this destruction in writing to TR.

18.7 This confidentiality obligation will come into effect after the Company's commissioning by TR or upon the conclusion of an individual agreement between TR and the Company.

18.8 The Company will keep confidential information strictly confidential from the moment the contract ends for a period of 5 years from the termination of the Agreement, will not make confidential information available to third parties and will not exploit the confidential information itself.

18.9 This agreement shall not result in any express or implied license or concession of any authorizations or rights of patents, registered designs, design patents, draft designs, copyrights, models or trademarks or their use by TR for the company

18.10

(1) The company will be required to pay a contractual penalty of USD Fifty Thousand Dollars (US\$ 50,000.00) only for each case of violation of this obligation of confidentiality.

(2) Each individual violation will be considered a

separate violation. The defense of the continuation of the offense is excluded. In the case of ongoing violations, each Week that is initiated will be considered an individual violation. (3) The right to claim additional damages is reserved. The contractual penalty, however, will be offset against any claim for damages.

19. Data protection
The Company must comply with the data protection regulations in force at the time of delivery, regardless of the area from which the delivery is made.

20. Right of withdrawal
20.1 Either Party may by giving at least 60 days written notice. The termination shall enter into force after the expiration of the notice period. Such termination by notice shall not relieve the Party of any liability for termination, in addition to corrections that may be available under the contract or generally in law
20.2 TR may terminate the contract without notice if the Company becomes insolvent, insolvency proceedings have been initiated against it or if the corresponding procedural claims have been rejected for lack of volume to cover costs.
20.3 Termination must be in writing to be effective.

21. Control of exports
The Company warrants that the services are in compliance with all applicable export control laws and regulations of Brazilian laws.

22. Environment
22.1 The Company will fully support TR in the environmental management inspections it performs regularly or in other environmental control standards from which it will be periodically informed by TR. In particular, the Company will provide TR with some environmentally relevant information on products purchased on a quarterly basis, required by TR as part of ISO certifications.
22.2 In case of environmental accidents caused by the Company or environmental pollution, the Company must inform TR and take appropriate measures to deal with an accident of this type or with such pollution, and will do its best to avoid another similar accident or Pollution.

23. Compliance
23.1 TÜV Rheinland Group is a member of the United Nations Global Compact and will respect the principles set out in this agreement. TR expects without limitation the company that will also comply with and abide by these principles of the UN Global Compact (for more information see www.unglobalcompact.org).

23.2 The Company declares that it agrees to the adhesion and validity of the following basic principles listed in clauses 23.2 to 23.18 within its contractual relationship with TR.

23.3 The Company will adhere to all laws and regulations valid in Brazil and if the services are not executed for TR in Brazil the valid laws and regulations of the country in which the recipient of the service has its legal headquarters.

23.4 In doing so, the enterprise adheres to the highest known standards, including applicable specifications for manufacturing, pricing, sale and distribution.

23.5 The Company guarantees that it will protect the basic rights of children. The Company guarantees that it will not exploit any child labor. All employees of the Company must have reached the minimum age according to national legislation in the workplace

23.6 The Company guarantees that it will not exploit forced labor or any other type of involuntary work. In particular, employees of the company shall have the right to terminate the employment relationship with prior notice.

23.7 The Company guarantees that it treats its employees with dignity and respect and does not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal violence against them.

23.8 The company guarantees that it does not discriminate in any way against its employees, nor does it tolerate such discrimination. In particular, the Company will not discriminate against its employees through its recruitment and personnel management practices based on nationality and origin, religion, age, social or ethnic origin, sexual orientation, gender, political opinion or disability. These are salaries, bonus payments, promotions, disciplinary measures and termination of employment relationships.

23.9 The Company respects the right of employees to enter into associations / organizations and to initiate collective bargaining in a peaceful manner in accordance with the applicable legislation and to communicate openly about working conditions without reprisals with Company management.

23.10 The Company shall provide its employees with a safe workplace that complies with all applicable health and safety laws and regulations. At a minimum, adequate access to safe drinking water and sanitary facilities, fire safety and sufficient lighting and ventilation should be ensured.

23.11 The Company accepts that wages constitute an essential contribution to meeting the basic needs of employees. The Company shall adhere to at least all applicable wage and time laws and applicable workplace guidelines at the place of execution. This includes laws and guidelines on minimum wages, overtime, maximum work hours, part rates, and other compensation components.

23.12 The Company shall ensure that its employees receive additional compensation to their wages for the contractually agreed working hours for their overtime hours. This compensation shall be in accordance with the national laws of the country of production. If there are, no legal regulations about it there, overtime compensation will be at least equal to the level of regular working hours there.

23.13 The Company shall adhere to all applicable laws, regulations and environmental directives. Whenever possible Fairtrade products or products will be offered and treated as the same as products with conventional prices.

23.14 The company shall refrain from:
(A) Offer or grant money, gifts, travel or other benefits to TR employees, brokers, representatives and contractors or third parties who have a business relationship with TR,
(B) Participate in actions of any nature that result in the use of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;
(C) Offer the contractors or their associates monetary benefits or other benefits,
(D) Transfer or use funds from illegal and immoral commercial transactions or conceal their origin (Money Laundering) or use funds whose origin is not able to document or whose sources are in doubt.

23.15 The company shall ensure by legally compliant measures that its employees do not cause damage to TR by means of money laundering, fraud, theft, damage or destruction.

23.16 The Company shall disclose conflicts of interest of any kind (as a result of participation or performance of services to competitors) in a timely manner.

23.17 The Company will not contract subcontractors for the manufacture of its products that do not adhere to the basic principles described in clauses 23.3 to 23.16.

23.18 Making false, misleading or manipulative statements in connection with the procurement procedures and the provision of services constitutes a criminal offense, which TR will have the right to immediately report to the authorities.
23.19 If the regulations listed in clauses 23.3 to 23.18 are breached by the Company, this constitutes important grounds for termination without prior notice by the TR pursuant to clause 20.1.

23.20 TR will have the right to conduct audits, including on Company premises, to ensure that these basic principles are followed. In this process, it is the responsibility of each individual company to ensure adherence to the principles and rules set forth in clause 23.
23.21 In connection with these audits relating to these requirements, the Company shall permit unrestricted access at any time to its business premises and access to all relevant records. TR will be granted access, even without prior notice.

24. Force Majeure
If work is interrupted to TR or to your customer, in particular due to strike, blockage, short-term work, system failures or other cases of force majeure, TR may request an interruption in the Company's work without incurring Additional costs for TR.

25. Applicable law, arbitration and place of execution

25.1 Brazilian substantive law is applicable.

25.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

25.3 In the event of any litigation arising out of or in connection with these Terms and Conditions of Purchase or contracts entered into under these Terms and Conditions of Purchase, then the matter shall be settled in the jurisdiction of the City of São Paulo - State of São Paulo.

26. Other

26.1 The additions and changes to these Purchasing Terms and Conditions, including this stipulation, must be made in writing to be effective.

26.2 If a stipulation of these Purchasing Terms and Conditions is totally or partially invalid or if it subsequently loses its legal validity, this will not affect the validity of the other stipulations of the Purchasing Terms and Conditions. The same shall apply if it becomes evident that the Purchasing Terms and Conditions contain gaps. Instead of an invalid stipulation or stipulation incapable of implementation or for the purpose of closing the gap, an appropriate stipulation shall be applied which, to the extent permitted by law, further reflects the intended meaning and purpose of the Purchase Terms and Conditions.

30 de Novembro de 2016