

## **Grupo União Química - Terms and Conditions for the Purchase of Materials/Equipment**

### **1. Purpose**

1.1 The deliveries of products by the Grupo União Química's suppliers are solely governed by these Terms and Conditions set forth in the Purchase Order, unless otherwise agreed in any writings, duly executed by the parties' representatives. Based on the criteria set forth in the Purchase Order.

### **2. Purchase Orders**

2.1 The purchase orders and cancellations thereof must be submitted via electronic data transmission.

2.2 This purchase order is considered by Grupo União Química as mandatory and binding over the period agreed between the parties, as from the date in which this purchase order was placed.

### **3. Price and Payment Terms**

3.1 The price specified in this purchase order is gross, taking into consideration all taxes, it is final and mandatory. It includes all goods, as the case may be, the accessory services of the supplier, as well as all additional costs, as specified in this purchase order. Unless otherwise specified, the prices include transportation and delivery at the address specified by Grupo União Química.

3.2 The price agreed in this purchase order must be paid within the term and as per the conditions described herein. The invoice must be received within two (2) business days, as from the date of issue.

3.3 Each party is the sole responsible for the taxes relating to the supply of the product, in accordance with the applicable law.

### **4. Ownership and Secrecy**

4.1 The ownership of goods shall be transferred to Grupo União Química in an unconditional manner and irrespective of the amount paid as the purchase price of the product supply. Any and all events of expansion or extension of domain reserve are considered as excluded as from the acceptance of these terms.

4.2 The materials and/or specifications supplied by Grupo União Química may only be used for its own orders. Any decrease in the amount or loss shall be offset by the supplier, unless the supplier is not directly responsible. Any processing, mixture or combination of materials made by the supplier must be solely made in event of request by Grupo União Química and in accordance with its direct instructions.

4.3 Grupo União Química keeps the ownership and/or copyrights of all orders and documents forwarded to the supplier.

4.4 The supplier agrees to keep secrecy on all terms and conditions of this purchase order and further documents, as well as samples and further information provided for such purpose. The

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supplier also agrees to use such information and documents solely in order to place this purchase order forwarded by Grupo União Química.

4.4.1 The aforementioned obligations do not apply to information that is publicly accessible or has been lawfully drawn to the knowledge of the supplier before receiving such information from Grupo União Química, without any obligation of secrecy or breach. After completing the consultations or processing the purchase orders, as requested by Grupo União Química, the supplier shall promptly redeliver such information and destroy any copies thereof.

## **5. Additional Supplier's Obligations**

5.1 Code of Conduct and Ethics: Grupo União Química expects the suppliers with which it works to comply with the laws and adhere to the ethical commercial practices set forth in Grupo União Química's Code of Conduct and Ethics. The suppliers shall be familiar with such code and shall provide the information required by Grupo União Química's partners with respect to the labor, sanitation, safety, environment, animal welfare, anticorruption and loyal competition, and data protection and privacy practices, as requested. They shall also allow Grupo União Química's partners (or third party experts assigned by it) with sufficient and proper access to audit the compliance with such rules. The suppliers shall use their best efforts to cure the identified events of default, and report to Grupo União Química the progress of the case, as requested. At sole discretion of Grupo União Química, the default of such rules shall grant to Grupo União Química the right to terminate the commercial relationship, without payment of any compensation, penalty or indemnity. The supplier confirms that it had read and understood Grupo União Química's Code of Conduct and Ethics;

5.2 During the assembly or other works at Grupo União Química's plant, the supplier shall comply with all safety rules and instructions of Grupo União Química;

5.3 The supplier shall ensure its employees performing works at Grupo União Química's facilities to be duly trained, identified, wear uniforms bearing the supplier's name and badge indicating the name of such employee. The supplier shall also ensure that the employees use all Personal Protective Equipment required by Brazilian law and supplied by the supplier;

5.4 For all services provided, the supplier undertake to keep only regularly registered employees, in accordance with the conditions provided for in the Brazilian Consolidation of Labor Laws (CLT) and further applicable labor provisions, discharging Grupo União Química from any responsibility before the workers;

5.5 The supplier shall promptly replace any and all employees that Grupo União Química deems as improper for the services, at sole discretion of Grupo União Química, without any justification required;

5.6 Under no circumstance, the supplier shall transfer or attempt to transfer to Grupo União Química the labor charges related to its employees. In this sense, the supplier shall pay all wages, benefits, taxes and contributions in relation to its employees, and shall draw to Grupo União Química's knowledge, evidence of compliance with all legal requirements relating to such payments within the terms;

5.7 The supplier, in event of healthcare professional, represents for all due purposes that this contracting shall in no way have any influence or prejudice its independence as regards the exercise of its activities and professional capability;

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5.8. The supplier shall be responsible for any due indemnity as a result of damages and/or losses caused due to the act or omission of its own or its employees and subcontractors to the **PURCHASER** and/or third parties, as a result of the non-compliance or breach of legal provisions, regulations or postures in effect applicable to the performance of the supplies, and damages suffered by the **PURCHASER** in virtue of the non-adjustment of the supplies to the scope provided for herein. Such **PURCHASER's** obligations shall survive the termination of this agreement and shall remain as valid and in force as long as they are enforceable;

5.9. In case the transportation is under the **PURCHASER's** responsibility, it undertakes to keep all insurances required to perform the agreement;

5.10. In case the transportation is under the **PURCHASER's** responsibility, in case additional insurances are required to be contracted, they shall be described in the Purchase Order;

## **6. Code of Conduct and Ethics**

6.1 Grupo União Química guides its business activities through its principles brought in its Code of Conduct and Ethics taking into consideration that the adhesion to such principles also involves the commercial relationship between Grupo União Química and third parties, in this case, the supplier.

6.2 The supplier represents to be fully aware of the principles brought in the Code of Conduct and Ethics adhered to by the Grupo União Química companies, as aforementioned, as well as it knows and accepts, as applicable, the said Code of Conduct, undertaking to cause itself, its employees and assigns to comply with those principles and rules.

6.3 If the suppliers fails to comply with the Principles and rules of Conduct assumed herein, this Agreement may and shall be lawfully terminated by Grupo União Química, and the supplier shall bear all losses to which it gave rise.

## **7. Right to terminate:**

7.1 Grupo União Química may terminate this agreement at any time, with immediate effect, upon notice in writing to the supplier, in case the supplier breaches the causes referring to the compliance with the law and/or copyrights specified herein.

## **8. Copyright:**

8.1 Grupo União Química shall be entitled to, at its expenses, at any time, upon reasonable prior notice, audit the supplier's records in order to ensure the fulfillment of this agreement, including the compliance with the clause "compliance with the law", as well as to confirm all payments made by Grupo União Química.

8.2 Grupo União Química may assign an auditor to perform the audit and, if so, the assigned auditor shall be subject to obligations of confidentiality with respect to their analysis of the supplier's Confidential Information.

8.3 Upon the notice in writing by Grupo União Química that it desires to carry out an audit, the supplier shall provide full cooperation and grant access to all relevant documents and materials related to this contracting, pursuant to any reasonable request. The refusal or obstruction by the supplier to the audit to its records shall be considered as a material breach of this Agreement, and Grupo União Química shall be entitled to promptly terminate this contracting.

**9. Venue and Jurisdiction, Applicable Law**

9.1 All disputes arising from these terms and conditions of purchase order shall be solely solved by the courts of the City of São Paulo, State of São Paulo, Brazil. In case the supplier is a foreign company, it shall have an attorney-in-fact licensed in Brazil, with authority to be served with subpoenas and summons, during the term of those purchase orders.

9.2 These terms and conditions of purchase and all legal relationships between the supplier and Grupo União Química shall be governed by the laws of the Federative Republic of Brazil.

**10 - WARRANTIES**

10.1 The SUPPLIER shall be liable for the quality of the supplied product, replacing it without any burden to the PURCHASER, of whatever nature, as it presents any defect or it does not correspond to the specification described in the agreement, even if such defect is verified after the receipt of the product by the PURCHASER, under this agreement.

**11 – PENALTIES**

11.1. Unless occurrence of any act of God or event of force majeure, as defined in sole paragraph of art. 393 of the Brazilian Civil Code, or other reason that it may be considered as fair by PURCHASER's inspection, the SUPPLIER shall be subject to ten percent (10%) penalty of the Purchase Order price.

**12 - FINAL PROVISIONS**

12.1 In event of divergences between these terms and conditions and an agreement entered into by and between União Química and/or its affiliated companies and the service provider, the conditions brought into the agreement shall prevail. Any agreements, adjustments, clauses and conditions previously made between the parties shall be expressly revoked as it contradicts the provision of this Purchase Order.

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