

## **Grupo União Química - Terms and Conditions for Service Provision**

### **1. Purpose**

1.1 The services provided for Grupo União Química 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.

### **2. Performance, Delivery, Risk of Loss or Damage**

2.1 The supplier is not entitled to use third parties to perform the contracted services, without prior consent in writing by Grupo União Química, consent of which shall have prior notice of 5 days.

2.2 The delivery term indicated in this purchase order is mandatory and binding. In event of any expected delay to deliver the provision of service, or any non-compliance with quality by the supplier, Grupo União Química shall be promptly informed in writing.

2.3 Each individual delivery shall be governed by the applicable Brazilian law, in addition to containing the agreed documents, including, as the case may be, all documents that shall be forwarded pursuant to the current good manufacturing practices. The unconditional acceptance of any delayed delivery or service does not constitute any waiver to the claims for damages that Grupo União Química may request as a result of the performance of the delayed service.

2.4 For deliveries not involving any installation or construction, the risk of loss shall be assessed when delivering the service and necessary documents at the place of delivery specified in the purchase order, with the safeguard that the services shall be ultimately approved by Grupo União Química's quality control, as the case may be.

2.5 The parties hereby agree that, in case the SUPPLIER anticipates any delivery of service, without the acceptance by Grupo União Química, it may, at its own discretion:

2.5.1 accept the service, without the corresponding anticipation of the date of payment or addition to the due amount; or

2.5.3 If Grupo União Química decides not to agree on the delivery of the service, the SUPPLIER shall bear all redeliver costs, and if the PURCHASER bear such cost, on an exception basis, it shall hereby be authorized by the SUPPLIER to deduct the amount corresponding to such costs from the next payment due to the SUPPLIER. In event of no future supply, the SUPPLIER shall make the deposit of the due amount into any bank account to be informed by the PURCHASER, within ten (10) calendar days as of the date of receipt of PURCHASER's mail to this regard;

### **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 services, including the accessory services of the supplier, as applicable, as well as all additional costs, as specified in this purchase order.

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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 service provision, in accordance with the applicable law.

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

4.1 The ownership of the services shall be transferred to Grupo União Química in an unconditional manner and irrespective of the amount paid. 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 in relation to the services to 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.

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 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.

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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 The supplier shall release and/or indemnify Grupo União Química for all suits, actions, losses and/or damages arising from the provision of services. 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.

## **6. Default, Quality, Inspection Obligations**

6.1 In event of any defects in the quality or ownership of the services delivered, or any breach of obligation by the supplier, Grupo União Química's rights shall be governed by the applicable Brazilian law, except for the exceptions expressly otherwise provided.

6.2 The supplier warrants that the products related to the services are exempt of any defect and shall particularly comply with all agreed specifications and standards. The supplier warrants that the provision of the service shall not breach any right, patent or intellectual property right of third parties.

6.3 With respect to the commercial obligations of inspection and notification of defects, the Brazilian law shall be applicable, with the following safeguard.

6.3.1 The obligation of inspection by Grupo União Química is limited to the defects that may become evident over its future inspection process, which comprises visual inspection, including inspection of delivery documents and quality control, which is based on random sampling. In event of any agreement as for the acceptance, there is no obligation to carry out any inspection.

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

7.1 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.

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7.2 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.

7.3 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.

#### **8. No subcontracting:**

8.1 The supplier may not delegate or subcontract any of its obligations arising from this agreement without the prior consent in writing by Grupo União Química, and such consent shall be under the sole discretion thereof. In case Grupo União Química grants such authorizations:

8.1.1 The supplier shall continue, however, be fully responsible for the performance of its obligations set forth herein;

8.1.2 The supplier shall be solely responsible for all the costs associated to any subcontracting delegation or agreement.

#### **9. No attribution:**

9.1 The supplier may not attribute any of its rights and obligations arising from this Agreement without the prior consent in writing by Grupo União Química, and such consent shall also be under the sole discretion thereof.

#### **10. Right to terminate:**

10.1 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.

#### **11. Copyright:**

11.1 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.

11.2 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.

11.3 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.

**12. VENUE AND JURISDICTION, APPLICABLE LAW**

12.1 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.

12.2 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.

**13 – PENALTIES**

13.1. 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.

**14 - FINAL PROVISIONS**

14.1 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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