

## **KEMIN- GENERAL TERMS AND CONDITIONS**

### **1. ENTIRE AGREEMENT**

The Buyer will not be responsible in any way for any failure of the products, materials or supplies purchased if prevented, directly or indirectly by war, national emergency; civil unrest; fire; floods; gale; unforeseeable circumstances or force majeure; strikes; lockouts or other labor disturbances; orders or acts of any government or governmental agency or authority; interference or government embargo; inadequate transportation facilities or delays in transportation; inability to secure fuel, energy, material or supplies; accidents; or any cause of similar nature or extraordinary beyond the reasonable control of the Buyer. If any of the above conditions occur, the Buyer may terminate this Agreement.

### **2. PRICE**

(A) The price(s) set on the face of this Order is (are) set, or if no price is listed, the price shall not be higher than the last price quoted or charged by Seller for the same products or services. Unless otherwise specified herein, these prices include all packing, insurance, warranties and shipping of products ordered by the Buyer's facilities. The Buyer will not be responsible for any fees or tax charges for this request other than those that the Seller is required by law to collect from Buyer. All taxes and fees must be shown separately on Seller's invoice.

(B) The Seller agrees to grant the Buyer any necessary price reductions such as to offer the Buyer the benefit of the smallest and most favorable prices and conditions offered by Seller to other Buyers of the same types of products and services described in this Order.

### **3. DELIVERY**

(A) TIME IS THE ESSENCE OF THIS REQUEST. If the Seller fails to make all shipments within the date specified herein, the Seller shall notify the Buyer stating what part of the contract has not been sent and the date on which that part will be available to be sent. Unless the shipping date is extended by mutual consent of the Buyer and Seller, the Seller will be considered in default under this Agreement and shall be liable to the Buyer for such default, in amounts equal to those specified here for the type and class of material hired, and will be responsible for any other loss or damage suffered by the Buyer as a result of such default. Acceptance of further deliveries or defective deliveries shall not be deemed a waiver by the Buyer of a right to terminate this Agreement or refuse to accept late deliveries.

(B) Seller will not undertake material or production agreements exceeding the maximum ordered by Buyer, or deliver, without Buyer's consent, before the time required to meet the delivery schedule of the Buyer for the goods or services covered by this Order. Any surplus production will be made at the risk of the Seller. The Buyer will not be responsible for products sent on an earlier date or in an amount above the amount of scheduled deliveries.

### **4. INSPECTION AND ACCEPTANCE**

The legal ownership of the product order hereby shall not pass to the Buyer until it is physically delivered according to the terms and conditions of this agreement and accepted by the Buyer, or by

authorized representatives of the Buyer, to comply with all terms and conditions this Agreement. Products or services rejected due to non-compliance with this Agreement or any other defect will be returned to Seller at Seller's expense, including transportation and handling costs. Until the acceptance of the products or services by the Buyer, the Seller will continue to have the ownership and assume the risks for any loss or damage of items purchased hereunder.

## 5. WARRANTY

(A) The Seller warrants the legitimacy of possession and ownership of the products described on the face of this document and also ensures that all products and services provided: (i) are in full compliance with the specifications, drawings, samples or other descriptions set or referred to herein; (ii) present the performance declared by the Seller (even if such statements do not appear on the face hereof); (iii) are new, marketable and suitable for the intended use by the Buyer; (iv) to be free from defects in materials, workmanship, manufacture and design (when the design is Seller's responsibility). The Seller's warranty shall be valid for the period specified on the face of this Order. If the deadline is not stated, it shall be valid for a period of one (1) year from the date of acceptance by the Buyer. This warranty applies to the Buyer, its customers and users of its products.

(B) In addition to other remedies available by law, custom or business practice, the Buyer may, at its discretion, return the products shipped and the Seller shall grant the Buyer the total credit of any products that do not meet the warranties specified herein or require the repair or replacement of such products or services at the expense and risk of the Seller. The packaging and transport costs of return shall be for Seller's account.

(C) The Seller represents and warrants that all products or services specified herein or performance of any work under this contract, are and should be subject, in all respects in accordance with all applicable laws, ordinances, rules, regulations and ordinances, instructions or recommendations, requirements, policies, or other requirements of local, state and federal governments, as well as all its subdivisions, which govern or might govern or otherwise, will regulate the manufacture, sale or delivery of products, materials or supplies contemplated in this agreement.

(D) It is herein granted to the Buyer that the products or services that make up each consignment or delivery defined herein made by Seller named this Agreement or request, from the date of shipment or delivery to be made on that date, are not adulterated or falsified according to the current legislation in Brazil. The Seller also guarantees that products, materials or supplies that make up each shipment or delivery are not those that cannot be the object of interstate or foreign commerce, according to national or international standards in force at the time of the events.

(E) California Supply Chain Act: Seller represents that it complies with all laws regarding slavery and human trafficking in all countries in which it does business, in compliance with the California Transparency in Supply Chains Act of 2010.

## 6. CHANGES

This Agreement may not be changed or modified unless the changes or modifications are made in writing and signed by the parties, and shall be signed by the Buyer or by an authorized representative of the Buyer with the same formality observed in signature of this agreement and: (a) incorporates the entire agreement between the parties and supersedes any promises, terms, conditions, obligations or

written or oral arrangements between the parties; (b) makes the terms set forth in this document when required or accepted by the Seller: (i) by written acceptance by Seller or authorized representative of the Seller; (ii) when there is no objection by the Seller regarding the terms of this document within five days of receipt of this contact; (iii) or the partial or complete execution.

#### 7. INDEMNIFICATION OF INTELLECTUAL PROPERTY

Seller warrants that the products purchased hereunder and the manufacture, sale and use of these do not infringe and will not infringe any patents, copyrights, trademarks, trade secrets or other third party proprietary rights ("Intellectual Property"). Seller agrees to defend, indemnify and hold harmless the Buyer, its employees, agents, distributors, dealers, affiliates, customers and users from all liabilities, obligations, costs and expenses (including reasonable attorneys' fees and legal court costs), or claims orders in real face or alleged breach of any intellectual property arising from the purchase, use or sale of the products requested in this Order, except to the extent that the infringement or alleged infringement is based on the design of the products as supplied to Seller by Buyer.

#### 8. INDEMNITY

Seller agrees to defend, indemnify and hold Buyer, its shareholders, officers, directors, employees, representatives, distributors, dealers, affiliates, customers and users from all liabilities, obligations, costs and expenses (including attorneys' fees and legal costs ) incurred by Buyer as a result of any and all claims, demands, actions or judgments because of bodily injury or death, or property damage arising out of or in connection with the execution of this Order by the Seller. Seller shall maintain satisfactory insurance coverage to Buyer to cover the risks mentioned above and, upon request of Buyer, provide proof of such insurance to the satisfaction of the Buyer. This compensation is applicable even if a compensable person is claimed to be passively or actively and concomitantly negligent and regardless of liability without fault to be imposed on a compensable party.

#### 9. TERMINATION

(A) Buyer may terminate this Order, in whole or in part at any time with or without cause, upon written notice to Seller. Upon receipt of such notice, Seller shall suspend work and terminate all orders and subcontracts to the extent they relate to the final product of this Order.

(B) There will be no charges for the termination of the request in relation to the normal product line of Seller. Any termination payment requests for products outside the normal production line of Seller, must be submitted to the Buyer in writing within ten (10) days after receipt of notice of termination.

(C) The sole responsibility of the Buyer against the Seller shall be to pay the contract price of the products delivered prior to the time the termination enters into force and to reimburse the Seller for the actual costs of materials and direct labor spent by the Seller from the date of termination in reasonable anticipation of the performance of this Order, which are not reimbursable by the Seller, provided no additional amount is charged by the Seller for any expenses or profits provided for undelivered products. The Buyer is not responsible for any commitments made by Seller to those previously required to meet the deadlines set out in this Order. By paying the Seller's request, the Buyer shall be entitled to all products, materials and work in progress paid.

#### 10. TERMINATION FOR DEFAULT

(A) Buyer may immediately terminate this Order, in whole or in part, if the Seller: (i) fails to deliver the ordered product in the contracted term, or (ii) violates any term or condition of this Order. Seller shall continue to provide any part of this Request not canceled.

(B) In case of cancellation, at the request of the Buyer, the Seller will transfer the title and deliver to Buyer: (i) all completed products; (ii) all partially completed items, and (iii) all materials and unique tools for this production. Prices of partially completed products as well as exclusive materials and tools is to be negotiated. However, in any case, these prices may not exceed the price of the Application of the products.

(C) Buyer's production schedules are based on the assumption that the products, materials or supplies ordered in this document will be delivered to the Buyer until the date specified on the face hereof. The term is therefore the essence of this Agreement and if the products, materials or supplies here ordered are not delivered within the time specified herein, the Buyer may reject such products, materials or goods and cancel the contract.

#### 11. Confidential Information

All information provided or disclosed to Seller by Buyer regarding this request, identified as "Confidential" or "Owned by the Buyer" will be received in confidence and remain the property of the Buyer and will not be disclosed to third parties without the written consent of the Buyer. The Seller shall not use such information for any other purpose than to run this request. If requested, the Seller will enter into a Confidentiality Agreement with the Buyer before receiving any confidential information. The Seller shall return, upon request, all confidential information to the Buyer upon completion by Seller of its obligations. The obligations of this item shall survive the expiration or termination of this Order.

#### 12. ASSIGNMENT AND SUBCONTRACTING

The Seller shall not delegate or subcontract or assign any rights or claims under this Order without the prior written consent of the Buyer.

#### 13. JURISDICTION

This contract: (a) shall be governed and construed in accordance with Brazilian law; (b) shall be enforced in Indaiatuba County.

#### 14. BUYER'S PROPERTY

All information or materials provided to Seller by Buyer or have been specifically paid by the Buyer shall only be used in the implementation of this Order and shall remain the property of the Buyer. Such goods will be kept under the exclusive responsibility of the Seller and will be insured by the Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. Such goods will be delivered free of transport costs and in good condition by the Seller to the Buyer, suffering only normal wear and tear resulting from the use thereof, to the address of the Buyer immediately upon request of the Buyer.

15. GENERAL

If there is any conflict between the terms and conditions of this Agreement and any printed form of Seller, the terms and conditions of this Agreement shall control.