

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

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1. CLAUSE ONE – DEFINITIONS

1.1. GENERAL CONTRACT CONDITIONS (CGC): document that defines the basis for purchasing inputs, goods and/or provision of services/execution of contracts for ARTEB Group companies.

1.2. CONTRACTOR: company that supplies an input, good and/or service or contractor that signs Contract with one or more companies of the ARTEB Group.

1.3. CONTRACTING PARTY: Any company in the ARTEB Group, qualified in the Contract.

1.4. CONTRACT: document signed between the Parties, to regularize the supply of inputs, as well as and/or service provision/contract execution and define the negotiated conditions. They are part of the Agreement, these GCC and other Integrating Documents.

1.5. COMPREHENSIVE DOCUMENTS: documents and annexes that make up the Contract.

1.6. CONTRACT MANAGER: person responsible for the day-to-day relationship between the Parties. The manager is indicated in the Contract.

1.7. CONTRACT NUMBER: alphanumeric code given to the Contract, by the Contracting Party, when signature of the contractual instrument.

1.8. Party(s): designation, alone or together, of the **CONTRACTING PARTY and the CONTRACTED PARTY.**

2. CLAUSE TWO – CONTRACTOR'S OBLIGATIONS

2.1. Do not assign, transfer or subcontract to third parties, in whole or in part, the contractual object, without the prior written agreement from the **CONTRACTING PARTY.**

2.1.1. In the case of authorized subcontracting, this can only be carried out with companies Registered with the **CONTRACTING PARTY**, with the **CONTRACTED PARTY** having full responsibility for compliance, by the subcontractor, with all obligations contained in the instrument contractual.

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2.2. Appoint responsible manager to contact the **CONTRACTING PARTY**, at the beginning of the execution of the Contract, as well as keeping contact details updated.

2.3. Provide, whenever requested by the **CONTRACTING PARTY**, information, documents and clarifications necessary technicians on the execution of the Contract, as well as a detailed report on the activities carried out.

2.4. Keep both the documentation and registration data of the company up to date and in full force **CONTRACTED**.

2.5. Provide the **CONTRACTING PARTY**, whenever requested, with a copy of proof of payments of fines and/or compensation, accompanied by the relevant justifications, in the event of infractions committed through their fault or willful misconduct during the Contract.

2.6. Always keep contacts with the **CONTRACTING PARTY** in writing, except for verbal understandings determined by the urgency in executing the Contract, which must be confirmed in writing, within up to 3 (three) business days, counting from the date of contact.

2.7. Pay taxes for which you are responsible, levied on the contracted object, of a nature federal, state and municipal, as well as being responsible for tax infractions arising from execution of the Contract, authorizing the **CONTRACTING PARTY** to compensate amounts not collected or collected unduly, in the first subsequent payment.

2.8. Be responsible for compensation for direct and indirect damages, which are proven, in due to the execution of the Contract, through fault (negligence, incompetence, imprudence) or intent, comes to cause the **CONTRACTING PARTY** or third parties outside the contractual relationship, by their own act or that of their employees, agents, subcontractors or collaborators.

2.9. Be fully responsible for the obligations you may incur towards third parties, during and due to the execution of the Contract, exempting the **CONTRACTING PARTY** from any responsibilities arising from this fact.



2.10. Do not misuse name, brand, patent or any other form of property intellectual property of the **CONTRACTING PARTY**, under penalty of a non-compensatory fine of 20% (twenty per cent) on the total value of the Contract.

2.10.1. The application of the penalty for the misuse of intellectual property, under the terms of item **2.10.**, whether by the **CONTRACTED PARTY**, or by any other natural or legal person linked to it, does not prejudice the determination of losses and damages under the terms of item **2.8**, or the application of other sanctions, in accordance with the legislation relevant to the matter.

2.10.2. Under the same terms as the responsibility provided for in items **2.8**, **2.9**, **2.10**. and **2.10.1**, the **CONTRACTED PARTY** is obliged to the **CONTRACTING PARTY**, with regard to the violation of intellectual property rights of third parties, including those of the **CONTRACTING PARTY's** customers.

2.11. Provide the contracted materials, in accordance with the quality, resistance and safety, recommended by the **CONTRACTING PARTY's** standards and other national standards and international, existing and in force, contained in the technical specifications.

2.11.1. Materials that may not be accepted by the **CONTRACTING PARTY** will be returned to the **CONTRACTOR**, for the necessary adjustments and subsequent evaluation, acceptance and release of payment by the **CONTRACTING PARTY**.

2.12. Cover the costs of transport, packaging and transportation insurance to the place of installation/delivery, and the **CONTRACTOR** shall not be responsible for any additional costs.

2.13. Pack the materials appropriately for transport to be carried out and store them in a way that guarantee its integrity, respecting the **CONTRACTING PARTY's** requests, when applicable.

2.14. Identify on the packaging, in a legible manner, the name of the **CONTRACTING PARTY**, as well as the place of delivery, items and quantities contained in the contractual instrument and invoice accompanying the delivery.

2.15. Be responsible for all costs related to the supply of materials that present defects, caused by manufacturing failure or caused by improper transportation.

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2.16. Make available to the **CONTRACTING PARTY** all equipment, testing programs, documentation, plates and special tools, necessary for testing equipment, excluding This item includes normal maintenance tools and equipment.

2.17. Bear all expenses and costs arising from non-acceptance of any supply, in the in whole or in part, including with regard to costs arising from healthcare professionals **CONTRACTOR**.

2.18. Guarantee the supplies involved in the contract, for a minimum period of 12 (twelve) months, counting from acceptance.

2.18.1. When it is proven that the supplies do not correspond to the guarantee offered, it is assured to the **CONTRACTING PARTY**, the right to return them for replacement or repairs, with the expenses paid by the **CONTRACTED PARTY** and with an equal warranty period, counting from the date of replacement, without prejudice to applicable penalties.

2.18.2. This warranty implies the **CONTRACTOR's** obligation to replace or redo, without charge to the **CONTRACTING PARTY**, all supplies that are carried out and that may experience abnormal wear, resulting, for example, from inadequate design, faults manufacturing or assembly, or systematic manufacturing defect, without prejudice to the applicable penalties.

2.19. The warranty period provided for in the previous item does not cover direct or indirect consequences arising from hidden defects that may affect supplies and services, with the **CONTRACTOR**, in these cases, responsible for supplies and services after the expected period.

2.20. When the **CONTRACTING PARTY** makes a complaint, the **CONTRACTED PARTY** must resolve the problem indicated, replacing the items that were supplied defective, even if it was only the service, or repairing them in a timely manner, safeguarding the right to repair damages caused to the **CONTRACTING PARTY**.

2.21. Adopt all measures with the utmost diligence and promptness, in order to resolve any delays and/or defects in the execution of the Contract.



2.22. For the purposes of the responsibilities and obligations established in the warranty clauses, it is established that the mere receipt of the items and services of the contractual object by the **CONTRACTING PARTY** will not represent, under any circumstances, your acceptance of specifications, quantities and quality.

2.23. Fully and correctly comply with the object of the Contract, redoing it if for any reason it has been executed with flaws of any nature, in order to correct defects or errors eventually existing and at no additional cost to the **CONTRACTING PARTY**.

2.24. Submit for prior approval by the **CONTRACTING PARTY**, budgets for any and all expenses necessary to fulfill the Contract.

2.25. Provide, within a maximum period of 48 (forty-eight) hours, the replacement of any of its employees, whose conduct violates the **CONTRACTING PARTY's** internal rules or through simple request for this.

2.26. Do not employ any former employees of the **CONTRACTING PARTY** in the execution of the Contract, except prior and express agreement.

2.27. Acts of execution of the Contract that result in the interruption of the operational activity of the **CONTRACTING PARTY** will be carried out on scheduled days and times, duly approved by the CONTRACTOR, except in emergencies and risks to people and things.

2.28. Communicate to the **CONTRACTING PARTY**, before starting the execution of the Contract, the need to use materials and products harmful to human health, such as, but not limited to: toxic gases, flammable products, torches or welding.

2.29. Display, whenever requested, and renew, during the course of the Contract, the required licenses and authorizations for the exercise of business activity, environmental protection or social interest.



3. THIRD CLAUSE – OBLIGATIONS OF THE CONTRACTING PARTY

3.1. Always keep understandings with the **CONTRACTOR** in writing, except in cases determined by the urgency of the measures, whose verbal understandings must be confirmed by in writing, within a period of up to 3 (three) business days, counting from the date of contact.

3.2. Respond, in writing, to the **CONTRACTED PARTY's** queries regarding tax procedures, even if of an interpretative nature, which may have a financial impact on the Contract, within a period of 30 (thirty) days of receipt.

3.2.1. If the **CONTRACTING PARTY's** decision is contrary to the understanding of the tax authorities, it will, from the outset, and exclusively, responsible for any fines and burdens arising from a decision unfavorable, in any instance or court, except for the **CONTRACTED PARTY's** obligation to communicate the fact.

3.3. Supervise, analyze, and approve, if applicable, together with the **CONTRACTED PARTY's** legal representative, all services and goods provided as long as there is a need for your direct cooperation.

3.4. Make payment of the amount(s) owed to the **CONTRACTED PARTY** upon maturity, under the conditions adjusted in the Contract.

3.5. Ensure access to its facilities for accredited employees of the **CONTRACTED PARTY**, designated for the execution of the Contract, observing the clauses of the contractual instrument, in addition to the rules and internal procedures of the **CONTRACTING PARTY**, without prejudice to the responsibilities assumed by the **CONTRACTED**.

4. CLAUSE FOUR – LABOR

4.1. The **CONTRACTED PARTY** shall execute the Contract under its full legal and business responsibility, must comply with all obligations stipulated therein and those imposed by Labor legislation, taking responsibility for their practice, as well as for the consequences that arise from their failure to do so compliance, both with regard to its employees and subcontractors or employees who, previously authorized, may be hired during the execution of the object contractual.

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4.2. Contracting under the terms of this CGC and the Contract will not establish any relationship or bond employment of the **CONTRACTED PARTY's** employees in relation to the **CONTRACTOR**, which will remain free from any responsibility or obligation in relation to the **CONTRACTOR** or any of its employees, or third parties linked to it and involved in the supply and/or provision of services, directly or indirectly.

4.2.1. The **CONTRACTED PARTY** will be responsible for complying with legal requirements relating to its employees in accordance with item 4.2., also being responsible for any costs and expenses arising from or related to your team, involved in the execution of the Contract, including, but not limited to, the costs and responsibilities established by legislation labor, or related to Social Security and Social Security or any law in force, under penalty of being characterized as breach of the Contract.

4.2.2. The **CONTRACTOR**, as sole responsible as employer, must comply with the legal provisions and regulations relating to payments due to your employees and/or professionals hired, directly or indirectly, including those responsibilities relating to obligations of any nature, being obliged to reimburse the **CONTRACTING PARTY** for any losses caused due to non-compliance with the obligations referred to in this Clause, including legal costs and expenses arising therefrom.

4.3 The **CONTRACTED PARTY**, for the execution of the contractual objective, may not use any form of hiring labor other than the employment relationship, governed by the Consolidation of Laws of Labor (CLT), with the hiring of self-employed people, service cooperatives or employees being prohibited temporary, in non-compliance with Law 6,019, of January 3, 1974.

4.4. Under no circumstances may the **CONTRACTED PARTY** employ or use employees of the **CONTRACTING PARTY** or companies linked in any way to the same business group as this, during the contractual term and up to 02 (two) years after its end.

4.5. If any of the occurrences set out in the items are found and duly proven 4.2., 4.3. and 4.4., this will be considered a serious misconduct and will allow the **CONTRACTING PARTY** to terminate full rights of the Contract, without any compensation to the **CONTRACTOR**.

4.6. The **CONTRACTED PARTY** must present to the **CONTRACTING PARTY**, on a monthly basis, certified copies of the following documents: GFIP (FGTS Collection Guide and Social Security

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Information), GPS (Social Security Collection Guide), RE, payroll and statements of payment signed by the members of your work team linked to the Contract and others documents required by law or that may be required by the **CONTRACTING PARTY**, under penalty of suspension payments, with which the **CONTRACTOR** agrees and authorizes.

4.7. The **CONTRACTED PARTY** must respond to labor complaints filed by its employees or its subcontractors against the **CONTRACTING PARTY**, for recognition of employment relationship or any other labor rights, bearing all resulting burdens, claiming the exclusion of the **CONTRACTING PARTY** from the process.

4.8. In the event of a labor complaint filed by an employee of the **CONTRACTOR** or any other its subcontractors, the **CONTRACTOR**, after the publication of the 1st Instance conviction sentence, will retain the amount related to the judgment settlement calculations. In case the complaint is declared unfounded in the 2nd Instance, after this decision becomes final, or if, the conviction is maintained, after the regular payment of the execution, by the **CONTRACTED PARTY**, the amount liquid will be returned to it, deducting the costs of the process, if any, and corrected monetarily, based on the month of retention. The net amount will be returned, in same conditions, in case the **CONTRACTING PARTY** is excluded from the action, by decision passed in judged.

4.8.1. The **CONTRACTING PARTY** reserves the right to retain in accordance with item 4.8., for the amount calculated from the order, in cases where the proximity of the end of the Contract does not allow the decision of the 1st Instance to be awaited.

4.8.2. The **CONTRACTING PARTY** will retain, on a monthly basis, the sum of the amounts effectively paid to third parties, including, but not limited to, legal fees for conducting legal proceedings promoted by employees of the **CONTRACTED PARTY**, or any of its subcontractors, in which the **CONTRACTING PARTY** appears as the defendant, as well as such as expenses incurred with transportation and stay of agents, in cases of labor claims that are processed in another State. Retention will be done through issuance of a Debit Note for the total amount of expenses, to which the list of expenses will be attached existing processes, the unit cost paid to third parties and, if applicable, a copy of the proof of travel and accommodation expenses for agents.

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4.8.3. If there is insufficient credits to be offset or the Contract between the Parties has been terminated for any reason, the **CONTRACTED PARTY** undertakes, within 48 (forty-eight) eight) hours counted from the payment request made by the **CONTRACTING PARTY**, to be refunded all expenses incurred, monetarily adjusted “pro-rata-die” by IGPM- FGV, including, in the event of an action being filed, the legal fees spent by the **CONTRACTOR** in defending its interests.

4.9. At the end of the contractual term or in the event of termination of the Contract, the **CONTRACTING PARTY** reserves the right to withhold amounts relating to employees' severance pay of the **CONTRACTOR**, in cases where due payment is not made within the legal deadline.

4.10. The **CONTRACTED PARTY** shall be responsible for the financial burden arising from any convictions in labor complaints filed against the **CONTRACTING PARTY** by its own employees or its subcontractors or third parties linked to the provision of services/execution of the contract, even if it is not part of the defendant, under penalty of being characterized as defaulting on the Contract. Furthermore, in these cases, the **CONTRACTED PARTY** is obliged to accept, from now on, its denunciation of the dispute, as provided for in article 125 of the Code of Civil Procedure.

4.10.1. As provided for in items **4.8.**, **4.9.** and **4.10.** is also applicable to cases in which demand, in a judicial sphere other than labor, against the **CONTRACTING PARTY**, by third parties who believe they are harmed by an act or fact of the **CONTRACTOR**, subcontractors, employees or others, as a result of the execution of the Contract.

4.11. The **CONTRACTED PARTY** is obliged to guide and supervise professionals, their employees, agents and/or contractors that you designate to carry out the activities, so that they identify themselves in the company's concierge **CONTRACTING PARTY** and strictly comply with all its internal rules and procedures, in especially the Occupational Safety Procedure, which, in this act, the **CONTRACTOR** declares know and which, therefore, will form an integral part of the Contract, including the prohibition of entering the **CONTRACTOR's** facilities with voice, image and video recording devices.



5. CLAUSE FIVE – OCCUPATIONAL SAFETY AND MEDICINE

5.1. The **CONTRACTOR** must comply with all requirements imposed by federal, state and municipal, with regard to safety, hygiene and occupational medicine, particularly those pertinent to Law No. 6,514, of December 22, 1977 and Ordinance 3214, of June 8, 1978, where The 38 Regulatory Standards – NR and respective updates are contained.

5.1.1. The **CONTRACTED PARTY** is responsible for strict compliance with said legislation, as well as for the consequences arising from non-compliance, both with regard to their employees, Subcontractors or collaborators who, previously authorized, come to contract during the execution of the Contract.

5.2. The **CONTRACTED PARTY** must provide its employees, demanding and monitoring the use of Individual Protection Equipment (EPI) and collective (EPC), certified and approved by the Ministry of Work, observing safety, hygiene and occupational medicine standards, as per current legislation.

5.3. The **CONTRACTED PARTY** must present at the beginning of the services and keep them at the place where they will be provided, the following documents:

- (a)** Copy of the employee's registration form (RE);
- (b)** Occupational Health Certificate (ASO), of each of the employees allocated to the activity, with periodic exams updated according to the role performed;
- (c)** Environmental Risk Prevention Program for the Contract in question;
- (d)** List proving free distribution to employees involved in the Contract and respective delivery receipt signed by employees, of Protective Equipment Individual (EPI) and collective (EPC).

5.4. The **CONTRACTED PARTY** shall be responsible for all accidents at work/occupational illnesses, observing safety, hygiene and occupational health standards, in accordance with current legislation, related to the people employed by it, directly or indirectly for the execution of the object contractual.



5.5. In the case of Serious Accidents or those with the potential for Seriousness (article 21 of Law No. 8,213, of 24 July 1991) the **CONTRACTOR** must complete the Occupational Accident Report – CAT, as well as issuing the Accident Investigation Report containing supporting documents about: PPE, Training and the “Minutes of Extraordinary Meeting of CIPA (Internal Accident Prevention)”, duly signed, by a responsible professional, belonging to the SESMT (Engineering, Safety and Occupational Medicine Service) of the **CONTRACTOR** or its legal representative.

5.6. Copy of the documentation referred to in items 5.3. and 5.5., must be sent to the SESMT of the **CONTRACTING PARTY**, via letter, within a maximum period of four days after its occurrence. If the **CONTRACTED PARTY** is not obliged to maintain Engineering and Safety and Medical Services of the Work – SESMT, will present a Report signed by the President of CIPA that covers the dependencies of the building in question. Companies not obliged to maintain CIPA will present Report signed by the employee designated to comply with the requirements of NR-05 and by the responsible for the building's facilities and/or services.

5.7. In case of Work-Related Illness and Professional Illness, the **CONTRACTOR** must complete/issue the Occupational Accident Report – CAT, Professional Profile or Report Doctor, who characterizes the suspicion of Work-Related Illness and Occupational Illness, relating to the illness acquired by the Employee and provide, if available, a copy of the Program Preventive developed by the **CONTRACTOR** to reduce/prevent occupational diseases and professional.

5.8. Regarding accidents, inherent to the activities carried out, the **CONTRACTED PARTY** must report in a spreadsheet of all accidents that occurred during the month; forwarding a copy of the spreadsheet to area of Occupational Safety and Medicine of the **CONTRACTING PARTY**, until, at most, the fifth business day of the following month.

6. CLAUSE SIX – SOCIAL RESPONSIBILITY

6.1. The **CONTRACTED PARTY** undertakes to respect the prohibition of night, dangerous or unhealthy work, for children under 18 years of age and any work for children under 16 years of age, except in the condition of apprenticeship, from 14 years old, as established in the Federal

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Constitution in article 7, item XXXIII, as well as not using slave labor in accordance with related legislation relevant, and not exercise any type of discrimination while respecting freedom of association.

6.1.1. The occurrence of work under these conditions, duly proven, will characterize non-compliance with the Contract, authorizing the **CONTRACTING PARTY** to fully terminate the Contract, without any compensation to the **CONTRACTOR** for any reason;

6.1.2. The **CONTRACTOR** is also obliged to disclose among its suppliers and subcontractors the commitment assumed under item 6.1, encouraging its fulfillment.

7. CLAUSE SEVEN – ENVIRONMENT

7.1. The **CONTRACTED PARTY** must, during the execution of the contractual object, undertake to respect the current environmental legislation, observing all existing standards and striving to develop methods of action that do not disturb the environment, taking responsibility for obtaining prior authorization from the competent authorities.

7.2. The **CONTRACTED PARTY**, when applicable, must remove, immediately after the end of the Contract, all packaging, debris, wood, leftover material, etc., transporting them out of the areas of **CONTRACTOR**, keeping its premises in perfect condition and cleanliness, also responding to possible expenses and respecting the requirements of the Secretary of State for Environment, from the Environmental Sanitation Technology Company (CETESB), from the Institute Brazilian Council for the Environment and Renewable Natural Resources (IBAMA), of the National Council for Environment (CONAMA), from the Council for the Defense of Historical, Artistic, Archaeological and Tourist Board of the State of São Paulo (CONDEPHAAT) and other related Government Bodies, under penalty fine.

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7.3. Notify the **CONTRACTOR** in writing whenever the preparation, execution or completion of the subject contract involves possible harm to the environment, including describing the procedures chosen and justifying risks, taking responsibility for damage to the environment of the execution of the contracted object.

8. CLAUSE EIGHT – SOCIAL SECURITY

8.1. The **CONTRACTED PARTY** must comply with all Social Security regulations, proving the discharge of obligations relating to Law 8,212, of July 24, 1991 (republished in the Official Gazette of the Union, of 08/14/98, especially articles 30 and 31, as applicable), the Service Orders issued by the INSS and subsequent amendments, as well as other legal rules that govern the matter, especially with regard to the presentation of the necessary documentation and certificates required.

8.2. As a condition of payment and under penalty of withholding the amounts due, the **CONTRACTOR** must present to the **CONTRACTING PARTY**, monthly, together with the invoice for services performed, a payment listing everyone involved in providing the services and certified copies of the following documents paid: Service Time Guarantee Fund Collection Guide (FGTS), Social Security Information Guide (GFIP) and Social Security Collection Guide (GRPS).

8.2.1. All social security documentation must be for the month prior to the provision of benefits services performed by the **CONTRACTED PARTY's** employees, in accordance with the object of the Contract, for the purposes and terms of Law 9,032, of April 28, 1995.

8.2.2. Failure to present the documents mentioned in item 8.2., when presenting the invoice services, will imply the return of this by the **CONTRACTING PARTY** to the **CONTRACTOR**, with the extension of due date until the date of effective delivery of documentation, free of charge additional payment of the invoice.

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8.2.3. The **CONTRACTED PARTY** is not obliged to present copies of the social security guides (GFIP and GRPS) if there is retention of 11% (eleven percent) referring to the INSS on the invoice for the provision of services.

8.3. In accordance with current legislation (Law No. 8,212, of July 24, 1991 with subsequent amendments; Decree No. 3,048, of May 6, 1999 and INSS Normative Instruction No. 100/20003), the **CONTRACTOR** will retain 11% (eleven percent) of the invoice value and collect the retained amount from the coffers INSS, in payments to the **CONTRACTOR** relating to the contracting of services performed through:

(a) Assignment of labor;

(b) Labor contract;

(c) Labor contract in civil construction with exclusive use of labor, or whose supply of material applied to the work does not constitute a preponderant portion of the composition of Contract costs – also called partial contract;

(d) Civil Construction Contracts carried out by total (or global) contract, when concluded, exclusively, with a Construction Company that assumes direct responsibility for the execution of all services necessary to carry out the work, included in all projects to be inherent, with or without material supply.

8.4. Considering that the amount withheld, as per item 8.3., must be collected by the 2nd of the month subsequent to the date of issue of the respective document, invoices, invoices or receipts, as applicable, must be issued and delivered to Accounts Payable by the 25th of each month, to enable the **CONTRACTING PARTY** to comply with the set collection deadline.

8.5. When issuing and delivering the respective document, the **CONTRACTOR** is subject to the following obligations:

8.5.1. Highlight, when issuing the invoice, invoice or receipt, the retention amount, under the title “SOCIAL SECURITY WITHHOLD”, corresponding to 11% (eleven percent) of the gross value of the service invoice or invoice.

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8.5.2. Clearly describe the type of services provided, not using abbreviations, acronyms or names in a foreign language.

8.5.3. In cases of waiver of retention or reduction of the retention calculation basis, describe in the body of the invoice the legal basis (articles, sections and paragraphs of IN INSS/DC no. 100/03), in addition to attaching the documents that are necessary, as required by said Instruction.

8.5.4. The Company that performs the Civil Construction Work or Services, when issuing the note service tax, in addition to highlighting the withholding:

(a) You must link it to the work, stating in the invoice, invoice or receipt: CEI registration number (CEI no. ...), or, if you are not required to have CEI registration, write in the body of the note: “exempted from CEI registration”;

(b) The address of the work in which they were provided.

8.6. If the **CONTRACTOR** has a court decision not to suffer retention, the fact must be described in the body of the note; as follows:

8.6.1. “RETENTION FOR SUSPENDED SOCIAL SECURITY” under the terms of the Court Decision preferred on ___/___/___ (day/month/year) in Process No. _____ of Court No. _____ of City of _____, to which the following are Parties: _____ and _____.

8.6.2. If the Company has a court decision not to withhold the services provided, including for PARTIAL contracting services in Civil Construction, in addition to describing this fact in the invoice in accordance with item 8.6.1. above, you must send, attached to the original invoice, the following documents:

(a) The court decision that suspended the retention, if such decision was given less than 30 (thirty) days;

(b) The certificate of Object and Background of the Process, issued in the last 30 (thirty) days; if the decision judgment was issued more than 30 (thirty) days ago;



(c) If the court decision was obtained through Business Associations, in addition to observe the above, send proof of the **CONTRACTED PARTY's** membership to the Association – through a copy of the previous month's payment slip or declaration of Association issued in the last 30 (thirty) days.

8.6.3. In cases of court decision for non-retention in civil construction, contracting cases TOTAL, in addition to describing this fact in the invoice in accordance with item 8.6.1., attach to each Invoice:

(a) The court decision that suspended the retention, if such decision was made earlier less than 30 (thirty) days; **(b)** The Certificate of Object and Proceeding, issued in the last 30 (thirty) days; if the decision judgment was handed down 30 (thirty) days ago;

(c) If the court decision was obtained through Business Associations, in addition to observe the above, send proof of the **CONTRACTED PARTY's** membership to the Association – through a copy of the previous month's payment slip or declaration of the Membership issued in the last 30 (thirty) days;

(d) Copy of the Guarantee Fund Collection Guide for Length of Service and Social Security Information (GFIP) issued to the borrower of the work;

(e) Copy of the specific payroll for the work;

(f) Copy of the collection document identified with the CEI registration of the work, relating to the own labor used by the **CONTRACTED PARTY**;

(g) Copy of the GFIP identified with the CEI registration of the work, informing the absence of generator of social security obligations, when the construction company does not use labor own and the work is completely carried out through subcontracting contracts;

(h) Copy of invoices, invoices or receipts issued by subcontractors, with binding unequivocal reference to the work and a copy of the corresponding collection documents for the retention;

(i) Copy of the subcontractors' GFIP with proof of delivery, with information specific to the borrower of the work;



(j) Environmental Risk Prevention Program (PPRA), Technical Report on Conditions of the Work (LTCAT);

(k) Working Conditions and Environment Program in the Construction Industry (PCMAT), for companies with twenty workers or more per establishment or work civil construction;

(l) Occupational Health Medical Control Program (PCMSO), which demonstrate the management of environmental risks by the construction company, as well as the need or not of the additional contribution.

(m) Proof of regular accounting records for the duration of the work, if the collections presented are lower than those calculated in accordance with the standards indirect measurement of remuneration in construction work or services. To present copy of the balance sheet extracted from the Diary book, duly formalized, for the exercises closed, and, for the current year, by means of a declaration, under the penalties of the law, signed by the company's legal representative, under penalty of law, that the values presented are accounted for 8.7. Payments that depend on the examination of documentation according to items 8.6.2. and 8.6.3., will be made using a discount of 16% (sixteen percent) as a deposit, while the respective documents are forwarded for analysis by the competent area.

8.7.1. The analysis period will be 60 (sixty) days.

8.7.2. After analyzing the documentation and if it is incomplete or does not comply with the legislation, the 16% (sixteen percent) discount will be maintained for a period of 10 (ten) years, so that the **CONTRACTING PARTY** is financially protected from any assessment tax, due to his status as responsible to the INSS.

8.8. Invoices, invoices or receipts whose payment is subject to INSS withholding, under the terms of Clause 8.3., which do not contain any of the indications mentioned in items 8.5. and 8.6., will be paid with a 16% (sixteen percent) discount – deposit as per item 8.7. – until the Parties (**CONTRACTOR and CONTRACTOR**) reach a conclusion regarding the interpretation of the legislation applicable.

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8.9. Any change that may be introduced in social security legislation, relevant to retention at source and joint liability, will be automatically incorporated into this Agreement through a simple communication from the **CONTRACTING PARTY** to the **CONTRACTOR**.

9. CLAUSE NINE – PURCHASE ORDER, DEBIT, BILLING AND COLLECTION

9.1. Quotation response, written acceptance of the Purchase Order or execution of any measure provided for here, such as the preparation of initial samples (item 13.2), effective start of supplies and/or provision of services in accordance with Clause One above by the **CONTRACTED PARTY** and/or its eventual successors, will formalize the agreement to execute the Order, as well as compliance with all clauses and conditions of this CGC.

9.2. For all legal purposes and effects, all conditions and prices and their subsequent modifications (through documents signed by **the CONTRACTING PARTY**), mentioned in the Purchase Order respective, will always prevail over the text of any acceptance form or any other document issued by the **CONTRACTOR**.

9.3. The price contained in the Purchase Order is firm and can only be changed with agreement, in writing from the **CONTRACTING PARTY**, through a documentary analysis of cost increase, and through formalization of the respective contractual amendment.

9.4. Price changes will only be made by the **CONTRACTING PARTY** if submitted to its consideration at least 30 (thirty) days in advance of the effective date intended by the **CONTRACTED**.

9.5. The **CONTRACTING PARTY** may request a price reduction at any time it deems necessary and especially if there is a reduction in any of its component elements.

9.6. The **CONTRACTING PARTY** is guaranteed the right to modify or cancel the Purchase Order if it is not suits you, even if justified, the new price intended by the **CONTRACTOR**, or if this does not agree with the price review requested by the **CONTRACTING PARTY** under the terms of the previous clause.

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9.7. The **CONTRACTED PARTY** must pay careful attention to the location of delivery of the goods, delivery numbers, Registration with the State and the National Register of Legal Entities, and billing address, indicated in the Order and/or in the Installment Supply Tables.

9.8. Invoices must be issued with absolute clarity, and with strict observance of the legal and tax provisions.

9.9. The **CONTRACTED PARTY** must always indicate in the invoice:

(a) The complete Order number, as well as the Installment Supply Table number (QWFP) corresponding;

(b) The number of the “Supplier Code” that designates the **CONTRACTED PARTY**, prefixing it to the company name of the **CONTRACTING PARTY**;

(c) The merchandise unloading area, on the **CONTRACTING PARTY**'s premises;

(d) The order number and designation of the article.

9.10. Invoices may contain several items of merchandise from different Orders, as long as the code of the merchandise and purchase order code is related to the Purchase Order number corresponding, are of the same tax classification and must be unloaded in the same area of receipt.

9.11. The invoice must not be split into several duplicates, unless otherwise specified in the Order, or when required by law.

9.12. The securities must be paid according to payment terms negotiated with the **CONTRACTING PARTY** considering sending the invoice/invoice to the **CONTRACTING PARTY** within 08 (eight) business days in advance of the due date. Due days must coincide with Thursdays and, if do not coincide, payments must be brought forward to the business Thursday immediately previous if they fall on Fridays, Saturdays and Sundays, and extended until the next Thursday subsequent useful period if they fall on other days of the week.

9.13. The **CONTRACTING PARTY** is hereby authorized to deduct from the first payment due, due to the **CONTRACTOR** the value of the returned goods, which have already been paid, the value of

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expenses resulting from returns (carriers, freight, packaging, invoice issuance fee and handling etc.), differences in prices or quantities and advance payments.

9.14. In the event that it is not possible to comply with the provisions of item 9.13, the **CONTRACTOR** undertakes to accept upon presentation, the debit of the value of the returned goods, at the prices in force at the time, plus the expenses detailed in item **9.13**.

9.15. The **CONTRACTED PARTY** undertakes to regularize with banks or third party holders, the duplicates that have their value modified due to the provisions of item **9.13**, under penalty of civil and criminally liable for moral damages or losses, which due to their omission, are incurred by the **CONTRACTING PARTY** with the collection, protest or execution of such titles.

9.16. If there is a delay in the delivery or issuance of Invoices, even due to unforeseeable circumstances or force majeure, the due date will be extended by the same number of days corresponding to delay.

9.17. The **CONTRACTED PARTY** is prohibited from circulating titles and/or using credit related to the Order of Purchase for loan purposes and/or similar situations, provided that the **CONTRACTING PARTY** does not will make payment of amounts that have been placed on collection or deducted from banks/factorings or similar, and will not be obliged to pay contractual installments operated by the **CONTRACTED PARTY** with the banking network or other institutions such as discounts and collections of duplicates or any other financial transaction.

10. CLAUSE TEN – FINANCIAL CHARGES

10.1. In the event of delays in payments relating to contractual events, the charges financial expenses will be calculated as defined below:

(a) For delays of up to 30 (thirty) days, late payment interest of 0.5% will be added to the amounts due (half percent) a.m. “pro-rata-tempore”, from the due date until the date of its liquidation;



(b) For delays exceeding 30 (thirty) days and up to 60 (sixty) days, the amounts due will be plus late payment interest of 1% (one percent) a.m. “pro-rata-tempore”, from the day of maturity until the date of its settlement;

(c) For delays exceeding 60 (sixty) days, the amounts due will be added as a compensation, interest and charges “pro-rata-tempore”, from the due date until the date of its liquidation.

10.2. The collection of this financial compensation must be effected by the delivery of the respective

documentation, within a maximum of 15 (fifteen) days, counting from the date of payment of the principal amount. Charges made outside this period will not be monetarily updated if they exceed the 15 (fifteen) days. The CONTRACTING PARTY will pay this financial compensation, 30 (thirty) days after delivery of billing documents.

11. CLAUSE ELEVEN – SUPPLY, INSPECTION AND DELIVERY

11.1. The merchandise delivery program, object of the Purchase Order(s), if not included in these, will be established by the “QFP — Installment Supply Framework”, which the **CONTRACTING PARTY** will issue automatically and consecutively, according to your supply needs.

11.2. The supply must correspond to the Purchase Order and/or MFF, and the merchandise must respects the methods, means, volumes, classification, quantity, measurements, weight, quality and place of production, be in accordance with the samples approved and released by the **CONTRACTING PARTY**.

11.3. The merchandise will be delivered to the address and area stipulated by the **CONTRACTING PARTY**.

11.4. The **CONTRACTING PARTY** is assured the right not to receive or return quantities sent in excess or beyond the deadline informed in the OFP, or even cancel the Order without prejudice to

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the **CONTRACTOR** compensation for damages or losses resulting from non-compliance with these conditions, as well as the costs generated by the return.

11.5. If the **CONTRACTED PARTY** does not meet the agreed dates and/or order quantities, or any of the conditions stipulated in this instrument, it will be subject to the same provisions as set out in items 14.1. and following.

11.6. The **CONTRACTING PARTY** will inspect and inspect the supplies and verify compliance with the technical specifications, being able to reject them, in whole or in part, when they do not comply or do not meet the specifications.

11.7. At the discretion of the **CONTRACTING PARTY**, acceptance may occur by sampling, in compliance with the standards of the Brazilian Association of Technical Standards – ABNT.

11.8. Inspection by the **CONTRACTING PARTY** does not relieve the **CONTRACTED PARTY** of its responsibility regarding the perfect execution of contracted supplies.

11.9. The costs related to trials and tests will be borne by the **CONTRACTED PARTY**, bearing the **CONTRACTOR** only pays for the accommodation and travel expenses of its staff.

11.10. The **CONTRACTED PARTY** will be responsible for all expenses and costs arising from non-acceptance of any supply, in whole or in part, including with regard to costs arising from professionals of the **CONTRACTING PARTY**.

11.11. The non-acceptance of any supply, in whole or in part, will not imply an extension of the delivery period delivery, unless the **CONTRACTOR** expressly agrees to this effect

12. CLAUSE TWELFTH – PACKAGING, TRANSPORTATION AND RISK

12.1. If not otherwise agreed in a written document, the **CONTRACTOR** will be responsible for the packaging, freight, transportation, insurance expenses, as well as those incurred by the **CONTRACTING PARTY** with the return, correction, loan of rework area or recovery of merchandise

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that, for production deficiency, transportation damage, inadequate packaging, etc. are not at the discretion of the CONTRACTOR, in perfect conditions of use.

12.2. The **CONTRACTED PARTY** will also be responsible for all transport risks and conservation of the merchandise, until its effective delivery to the **CONTRACTING PARTY**.

12.3. The **CONTRACTED PARTY** will be responsible for any accident that its employee(s), person(s) responsible for it designated person(s) or he himself may suffer on the **CONTRACTING PARTY's** premises.

12.4. The **CONTRACTED PARTY**, its employee(s) and/or agent(s) must respect and observe the rules of procedure and Security of the **CONTRACTING PARTY**.

13. CLAUSE THIRTEENTH – QUALITY CONTROL

13.1. The manufacturing and Quality Control of the merchandise ordered in the Order are linked to the standards and specifications of the drawings contained in the initial Purchase Order and updates subsequent to negotiation.

13.2. The **CONTRACTOR** undertakes to prepare and send the quantity of sample requested in the Order, free of any debt, including taxes, renewing such remittance as many times as possible necessary for PAPP approval (Production parts approval process).

13.3. The **CONTRACTING PARTY** may condition the acceptance of any material to its prior examination, total or partial and will have a period of 90 (ninety) days to complain about and/or return, in whole or in part the merchandise, due to hidden defects or defects and/or non-compliance with specifications, standards, drawings, samples, descriptions and other indications, of the **CONTRACTING PARTY**, without prejudice to the right to do so at any time after this period, even after accepting or paying for the goods, provided that only through use such defects, defects and/or non-compliance can or will occur.

13.4. Hidden defects and defects and/or non-compliance with specifications and other technical instructions found in part of a shipment, will justify rejection and return of the entire shipment to **CONTRACTOR's** discretion.

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13.5. When the merchandise is returned, under the terms of items 13.3 and 13.4 mentioned, the **CONTRACTOR** will not be subject to payment or replacement of materials unused in tests and exams carried out.

13.6. The rejected merchandise will be made available to the **CONTRACTED PARTY** or returned to it at its own expense takes into account the costs and risks of transport.

13.7. The **CONTRACTED PARTY** will also be responsible for the risks arising from the possibility of recovery or not of taxes due or already received on the returned merchandise.

13.8. The rejected merchandise, which has no possibility of recovery by **the CONTRACTED PARTY** and which, discretion of the **CONTRACTING PARTY** may be used by third parties, it may be rendered unusable by **CONTRACTING PARTY**, before its return to the **CONTRACTED PARTY**, without the latter having any right to any compensation.

13.9. If in the cases provided for in items 13.5 and 13.8 above, the raw material is owned by the **CONTRACTING PARTY**, the **CONTRACTED PARTY** is obliged, at the **CONTRACTING PARTY's** option, to replace merchandise of equal origin and identical technical specification, or accept, against presentation, the debit of the amount of this raw material at the prices in force at that time.

13.10. All returns from the **CONTRACTING PARTY** will be considered final, and refunds will not be accepted merchandise as replacement. The returned merchandise may only be returned to the **CONTRACTING PARTY** under new debt and within the normal sales process, in compliance with all terms of the Order Buy.

14. CLAUSE FOURTEENTH – PENALTIES

14.1. The **CONTRACTING PARTY** will apply to the **CONTRACTOR** a non-compensatory daily fine of 0.5% (zero comma five percent), calculated on the billing value corresponding to the month of the occurrence or of the Total Purchase Order Value, for each contractual default. The fine here mentioned will be limited to 20% (twenty percent) of the revenue for the month of the occurrence or the Value Total Purchase Order, under penalty of contractual termination, without prejudice to

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the possibility of determination of losses and damages that the **CONTRACTING PARTY** may suffer, due to non-compliance.

14.1.1. In addition to the penalties in this Clause, the **CONTRACTING PARTY** will also be subject to the application of penalties of the Specific Conditions, when provided.

14.1.1.1. No more than one penalty will be applied for the same fact that gave rise to the breach of contract in the month.

14.1.2. The penalties applied are not mutually exclusive, but rather cumulative, including the determination of losses and damages.

14.2. The **CONTRACTING PARTY** will notify the **CONTRACTED PARTY** regarding the fines applied to it, in order to that the latter may contest them, always in writing, within 05 (five) business days from the receipt of the required notification, presenting necessary and sufficient evidence to support their allegations. The notification sent by the **CONTRACTING PARTY** must contain, at least, the following indications:

- Identification of the Contract;
- Reason for the penalty;
- Value of the penalty and statement of its calculation.

14.3. Once the **CONTRACTED PARTY's** written allegations have been received, the **CONTRACTING PARTY** must express itself to its respect within 05 (five) business days.

14.3.1. If the **CONTRACTING PARTY** does not respond within the period mentioned in item 14.3. or, inside within this period, express its acceptance of the **CONTRACTED PARTY's** allegations, concluding

for non-application of the penalty, it will return the amount corresponding to the fine, if it has already been has been paid or withheld.



14.4. In the event of a fine being imposed, the **CONTRACTING PARTY** is assured the right to opt for the deduction of the corresponding value of any payment to be made to the **CONTRACTOR**.

15. CLAUSE FIFTEEN – CONFIDENTIALITY

15.1. The data, information and documents owned by the **CONTRACTING PARTY**, including those of its customers, when applicable, made available to the **CONTRACTOR**, such as, but not limited to, relating to the corporate structure, economic-financial, judicial, technological data and information, administrative, data and specifications on products, systems, techniques, strategies, methods of operation, intellectual property rights in general, designs, commercial secrets and any other similar data and information passed on to the **CONTRACTOR**, by any means, by force of these GCC, the Contract and/or specific Confidentiality Agreement, constitute information privileged and, as such, are of strict confidentiality, the **CONTRACTED PARTY** is obliged to maintain strict confidentiality regarding such data, information and documents, which can only be used by the **CONTRACTOR** exclusively in the execution of these GCC and the Contract.

15.2. The **CONTRACTOR** is expressly prohibited from using such privileged information and/or confidential documents of any nature, for purposes other than those directly linked to the execution of these CGC and the Agreement, as well as passing them on to third parties, both individuals not involved in the execution of these GCC and the Contract, as well as legal entities, including subcontractors not previously, expressly and formally authorized by the **CONTRACTING PARTY**.

15.3. The secrecy and confidentiality obligations under these GCC, the Contract and/or Term of Specific confidentiality covers all persons in any way linked to the **CONTRACTOR**, whether managers, administrators, representatives, employees, advisors, contractors or any others, which, as a result of these GCC and the Agreement, have access to the data, information and documents cited in this Clause



15.4. Violation of items 15.1. and 15.2., subject to the **CONTRACTED PARTY** to a non-compensatory fine of 20% (twenty percent) on the total contracted value, without prejudice to the calculation of losses and damages in the form of the law and in accordance with these GCC.

15.5. The **CONTRACTED PARTY**, whenever requested by the **CONTRACTING PARTY**, must present a Term of Confidentiality signed by its employees and other people referred to in item 15.3, in order to ensure compliance with the provisions of this Clause.

16. CLAUSE SIXTEEN – INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

16.1. Pursuant to item 2.10, the **CONTRACTOR** undertakes to respect and not violate the rights of intellectual property of the **CONTRACTING PARTY** and its clients, ensuring that all creations, developments, works, innovations, technical and/or intellectual solutions used and/or developed within the scope of these GCC and/or the Agreement do not infringe copyrights, trademarks, patents, trade secrets, or any other intellectual property rights belonging to the **CONTRACTING PARTY**, its customers and/or third parties.

16.2. The studies, projects, reports and other documents related to the Contract produced by **CONTRACTOR** will belong to the **CONTRACTOR**, who may use them, without any restriction or cost additional, including in similar ventures of the **CONTRACTING PARTY** itself, its subsidiaries, related companies and their customers, and may also make changes or improvements as they see fit applicable, without this being interpreted as an affront to possible property rights industrial/intellectual.

16.3. The **CONTRACTED PARTY** guarantees not to rely on the input(s), product(s), good(s), equipment(s), design(s), service(s), and everything else that is the subject of supply or provision of services to **CONTRACTOR** by the **CONTRACTOR**, any debt, doubt, judicial or extrajudicial dispute regarding patents, trademarks, designs, industrial models, utility models or any other privileges to third parties.

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16.4. Without prejudice to the provisions of item **2.10.1**, if the **CONTRACTOR** violates any property right intellectual property of the **CONTRACTING PARTY** and/or its clients, the **CONTRACTED PARTY** will be fully responsible, in accordance with the law, for all losses and damages caused, including, but not limited to to court costs and expenses, legal fees, compensation and any other amounts owed to the **CONTRACTING PARTY** and/or its customers as a result of such violation. **THE CONTRACTED** further obliges to adopt all necessary measures to protect property rights intellectual property of the **CONTRACTING PARTY** and its clients, as well as to mitigate any damages that may result from a possible violation of these rights.

16.5. In the event that any third party formalizes legal procedures aimed at preventing, limiting or modify the marketing or sale of input(s), product(s), good(s), service(s), equipment(s), design(s) and everything else that is the subject of supply or provision of services to the **CONTRACTING PARTY** by the **CONTRACTOR** under the terms of the Contract, as a result of the use inappropriate or violation, by the **CONTRACTOR**, of industrial/intellectual property rights of third parties, the **CONTRACTOR** will be solely responsible for all legal consequences arising of such procedures. In this context, the **CONTRACTED PARTY** will be exclusively responsible to the **CONTRACTOR** and/or third parties for all losses and damages resulting from total or partial of its obligations towards third parties relating to industrial/intellectual property, with the payment of all compensation, reimbursements, costs, expenses and legal fees arising.

16.6. In accordance with the provisions of item 16.5, **CONTRACTOR** agrees to indemnify, defend and exempt the **CONTRACTING PARTY** and its customers from any and all claims, demands, liabilities, costs, expenses and damages, including attorneys' fees, arising from any allegation of infringement of third party intellectual property that may arise due to of the services or products provided by the **CONTRACTOR**.

16.7. The **CONTRACTOR** must immediately notify the **CONTRACTOR**, in writing, of any intellectual property infringement claim, action or notification received that may affect the **CONTRACTOR** and/or its customers.

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17. CLAUSE SEVENTEEN – LICENSE TO USE SOFTWARE

17.1. This Clause will be applied to cases in which the contractual object involves a license to use software.

17.1.1. The **CONTRACTOR** grants the **CONTRACTOR** a non-exclusive, non-transferable and non-transferable license to use irrevocable, for the period determined in each contract for computer programs provided on a strictly confidential basis.

17.1.2. The Parties agree that said licenses will comprise the object codes of licensed computer programs as well as relevant supporting documentation. These licenses will be granted for the sole and exclusive purpose of allowing the **CONTRACTOR** performs the services it deems necessary, directly or through third-party suppliers, as long as the **CONTRACTED PARTY's** rights are not infringed.

17.1.3. If the acquired programs are modified, the rights and licenses granted to the **CONTRACTING PARTY** will remain valid as long as said modifications are part of the programs originals.

18. CLAUSE EIGHTEEN – TERMINATION OF THE CONTRACT

18.1. The Agreement may be terminated for the following reasons:

18.1.1. When the provisions of the Contract and, in particular, the Clauses of these GCC are not complied with, unless the default is remedied within 5 (five) days from written notification sent to the defaulting Party.

18.1.2. Due to misappropriation or intentional deterioration of assets by employees of both Parties, or employees of subcontracted companies, as well as tampering with any document, without prejudice to possible losses and damages.

18.1.3. For misuse of the name, trademark, patent or any other form of property intellectual property of the other Party or third parties under the terms of Clause Sixteen.



18.1.4. Any of the occurrences foreseen in items **4.2., 4.3., 4.4., 6.1.** and **7.1.** (LABOR, SOCIAL RESPONSIBILITY AND ENVIRONMENT), the **CONTRACTING PARTY** will be responsible for fully terminating right of the Contract, without any compensation to the **CONTRACTOR**.

18.1.5. When requesting extrajudicial recovery or bankruptcy of one of the Parties.

18.1.6. When the accumulated percentage of penalties applied reaches 10% (ten percent) of the total value of the Contract.

18.1.7. When the accumulated percentage of penalties applied reaches 20% (twenty percent) of the total value of the services invoiced, at any time during the execution of the Contract.

18.1.8. Penalties that imply termination, mentioned in items **18.1.6.** and **18.1.7.**, are not cumulative, for the purposes of calculation and application, and must, therefore, be considered alternatively.

18.1.9. When the **CONTRACTED PARTY** does not initiate, under its sole responsibility, the execution of the services or supply on the date established in the Contract.

18.1.10. When the **CONTRACTOR** abandons the execution of services, without prior justification and accepted by the **CONTRACTING PARTY**, or the slowness in its fulfillment leads to the **CONTRACTING PARTY** presume the impossibility of completion within the stipulated deadlines.

18.1.11. For reasons of force majeure that prevent the execution of all or any contracted service, definitively, or for a period exceeding 15 (fifteen) days.

18.1.12. When the results of the evaluations do not reach minimum parameters to ensure the quality of supplies, as detailed in the specific conditions.

18.1.13. Due to occurrence foreseen in 20.5. (GENERAL PROVISIONS), the **CONTRACTING PARTY** will be responsible for terminating of the Contract, without prejudice to the application of the fine for breach of contract.

18.1.14. Termination of the Contract due to non-compliance will result in the imposition of a fine not compensation equivalent to 20% (twenty percent) of the contractual balance, at the time of

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termination, without prejudice to the assessment of losses and damages according to specific conditions provided for in these GCC and/or the Contract. The **CONTRACTING PARTY** may retain the amount corresponding to the non-compensatory fine for any payment due to **CONTRACTOR**, due to the contracted object, or, in the absence of a balance in this contract, the **CONTRACTOR** expressly agrees that the **CONTRACTING PARTY** may deduct the said value of any other balance existing in any other Contract signed between them.

18.2. In the event of contractual termination, the release of final payment will be subject to presentation certified copy of payment and compensation receipts for all employees of the **CONTRACTOR**, giving full settlement of labor debts, with regard to the respective Contract.

18.2.1. Failure to present the documents, as per item **18.2.**, will result in the retention of amounts due, calculated by indirect measurement, according to Service Orders 165/97 and 176/97 of the INSS, as applicable, until their effective delivery. **THE CONTRACTOR** will not pay any late payment accruals for the retention period.

18.3. In the event of withdrawal or termination of the Contract for any reason, the last payment will be, obligatorily, made by check or deposit, always subject to the signature of specific settlement agreement between the Parties.

19. CLAUSE NINETEEN – LGPD – ANTI-CORRUPTION LAW – INTERNET CIVIL FRAMEWORK

19.1. The **CONTRACTOR** undertakes to strictly comply with all legislation and regulations applicable to the conducting its activities, including, but not limited to Law 12,846/2013 and Decree 8,420/2005 (“Anti-Corruption Law”), as well as Law No. 13,709/18 (LGPD) and Law No. 12,965/14 (Marco Civil Rights of the Internet), and not abuse economic power, and must ensure that such principles and standards are also complied with by all agents, employees, and subcontractors to it bound and involved in the execution of the Contract.

19.1.1. For the purposes of Law No. 13,709/18 (LGPD), the Parties authorize the collection of personal data essential for the execution of these GCC and the Contract, being aware and

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authorizing the sharing of said data with third parties, exclusively for the purposes and in the limits of these GCC and the Contract, being obliged to adopt all measures, tools and necessary technology to ensure data security in accordance with the law.

19.1.2. In accordance with the provisions of item 19.1, the **CONTRACTOR**, by itself, its agents, employees and any subcontractors, guarantees that it will not provide any present payments or other commitments of such nature to its customers, the public servants or representatives, administrators and employees of the **CONTRACTING PARTY**, whenever such acts may constitute a violation of applicable legislation, also observing all laws, regulations, ordinances and standards applicable to activities of bribery and corruption.

20. CLAUSE TWENTY – GENERAL PROVISIONS

20.1. The provisions of these GCC and the Agreement as defined in item 1.4 above embody all the agreement between the **CONTRACTING PARTY** and the **CONTRACTOR**, replacing all their understandings and previous contracts, written or verbal.

20.2. From the signing of the Contract, any change to the stipulated contractual conditions, which affect the contractual object, prices and financial conditions, it must be carried out through contractual amendment.

20.3. Failure by the **CONTRACTOR** to exercise rights guaranteed by Law and/or stipulated in these GCC and/or in the Agreement, with the respective applicable documents, will not mean waiver or novation,

20.4. All notifications from one Party to the other must be sent in a manner that ensures their receipt. The Parties may not, under any circumstances, refer to communications that are not can demonstrate its effective receipt by the other. They are established as domiciles of parties, for all purposes, those set out in the Contract, and any change of address must be immediately communicated from one Party to the other.

20.5. If the **CONTRACTED PARTY** gives rise to any demand or demands, itself, for debt already paid, in the in whole or in part, or request more than is due, will be obliged to pay the **CONTRACTING**

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PARTY, in the in the first case, double what will be charged and, in the second, the equivalent of what is required, in accordance with article 940 of the Civil Code.

20.6. The Parties agree that the commercial, technical and legal conditions of the Agreement may be extended to other companies in the same economic group as the **CONTRACTING PARTY**, through a simple request to the **CONTRACTED PARTY** and consequent formalization of the agreement to the Contract.

20.7. The **CONTRACTOR** declares that it was not necessary to make any extraordinary investment the regular completion of its activities, especially for the execution of the contractual purpose, counting the **CONTRACTOR**, for this purpose, with the resources available to it on this date, being certain that the The value of the Contract also includes the full reimbursement of any resources allocated or that will be allocated by the **CONTRACTOR** for the full, regular and satisfactory execution of the Contract.

20.8. These CGC update and substantiate the bases for acquiring goods and/or providing services/execution of contracts for ARTEB Group companies, and are registered electronically under no. 284285 and registered in original record no. 225548 in the 1st Registry of Titles and Documents from São Bernardo do Campo-SP.

20.9. These CGC, duly registered with the registry of titles and documents, do not require signature by the Parties. being able to exercise them at any time in accordance with the law.

INDÚSTRIAS ARTEB LTDA
CNPJ: 62.291.380/0002-07



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