

1. APPLICATION

1.1. These General Conditions for Purchase – GCP shall apply to the acquisition by AERIS of items, products, components, software programs and services supplied by other party, hereafter referred to as SUPPLIER.

1.2. These GPC are an integral part of any accepted order, request and / or quotation, hereinafter simply referred to as PURCHASE ORDER. Only these GCP, the provisions contained in the Purchase Order and any other documents referenced in the Purchase Order bind the BUYER.

1.3. If any term of these GPC does not apply for any reason, the other terms and conditions will not be affected.

1.4. In case of divergence or ambiguity between the conditions set forth in a Purchase Order and these GCP, the conditions contained in the Purchase Order shall prevail.

1.4.1. If it is signed a contract of the same scope as the Purchase Order to which these GPCs are attached, these conditions shall apply in the alternative, initially applying the provisions of the contract.

1.5. The SUPPLIER expressly agrees to this document by signing it, its legal representatives, or by accepting the Purchase Order by any means and /or by entering into the contract.

1.6. These General Conditions of Purchase take precedence over any General Conditions of Sale and SUPPLIER's proposal.

2. SUPPLIER STATEMENTS

2.1. The SUPPLIER declares to have knowledge of all the conditions present in the Purchase Order and its attachments, as well as all the needs related to the execution of the Purchase Order object, being fully capable for the perfect and complete execution of the Purchase Order. The SUPPLIER may not, under any circumstances, claim ignorance of information or errors in the data and / or technical and / or commercial information provided by the BUYER to justify exclusion of liability for the partial, irregular or defective execution of the object of the PURCHASE ORDER.

2.2. In the event that SUPPLIER incurs additional costs arising from non-compliance with the data provided by the BUYER, whether technical or commercial, or even from the agreed quality standards in the market for the type of supply contracted, the SUPPLIER shall be solely and exclusively responsible for them.

3. OBLIGATIONS OF THE PARTIES

3.1 Are obligations of the BUYER:

- make the payment of the Price, as provided in the PURCHASE ORDER and / or the contract;
- carry out the acceptance process of the goods, carrying out the tests and inspections in accordance with the PURCHASE ORDER and / or the contract
- Provide all data necessary for the execution of the perfect provision and / or provision of services;

3.2 Are obligations of the SUPPLIER

- Fully comply with the terms and conditions set forth in the PURCHASE ORDER and / or the contract,
- Execute the PURCHASE ORDER object in strict compliance with the technical specification and quality standards established in the PURCHASE ORDER and / or the contract, as well as agreed in the market standards;
- Fully comply with BUYER policies as set forth on the website www.aerisenergy.com.br.
- Not to assign to third parties, in whole or in part, the rights and obligations arising from the PURCHASE ORDER and / or CONTRACT;
- NOT** to issue in advance or negotiate/discount any securities/trade bills arising from the supply of the PURCHASE ORDER and/or the contract, except in the cases formally and expressly authorized by the BUYER;
- In the event of discontinuity of production or obsolescence of the object of the PURCHASE ORDER and / or the contract, inform the BUYER in advance, at least 120 (one hundred and twenty) days in advance;
- Respond to the BUYER, regarding the request for information and / or documents, within a maximum period of 03 (three) business days, unless otherwise agreed in the PURCHASE ORDER and / or the contract;
- Fully comply with the law applicable to the execution of the object of the PURCHASE ORDER and / or the contract;
- Indemnify the BUYER and / or its end customer, without limitation, for any damages caused to the persons, equipment and / or facilities of the BUYER and / of the end customer;
- Be responsible for accidents that occur to your employees and / or their agents or subcontractors that are owned by the BUYER and / or the end customer;
- Know and abide by the BUYER Code of Conduct, available at www.aerisenergy.com.br.
- not to recruit, select or hire any of BUYER's employees during this Contract term without BUYER's formal approval. In case SUPPLIER fails to comply with the provision herein stated, SUPPLIER shall pay to BUYER a penalty fine equivalent to 50% (fifty percent) of the total amount of the PURCHASE ORDER and / or contract per each employee which is recruited, selected or hired by SUPPLIER..

4. SUBCONTRACTING

4.1 The SUPPLIER may not subcontract third parties to perform the purpose of the PURCHASE ORDER and / or the Agreement or any part of its obligations without the prior express and formal consent of the BUYER.

4.2 Subcontracting without the prior authorization of the BUYER enables the latter to cancel the PURCHASE ORDER and / or the contract in whole or in part and to claim payment for damages caused as a result of termination..

4.3 Any subcontracting will be at the expense and at the sole risk of the SUPPLIER. SUPPLIER is responsible for all acts and omissions of its subcontractors, and will indemnify BUYER regarding any loss or damage suffered by BUYER as a result of any act or omission of its subcontractor.

5. SUPPLY TIME FRAME

5.1 It is up to the SUPPLIER to strictly comply with all deadlines set forth in the PURCHASE ORDER and / or the contract.

5.2 For the purposes of performance of the term obligation by the SUPPLIER, the following is considered:

- For supply of materials without rendering associated services, the deadline will only be considered as fulfilled on the date of receipt of the product by the BUYER, provided it is in accordance with the specifications of the PURCHASE ORDER and / or the contract;
- For the supply of products with associated services, the deadline will only be considered as fulfilled with the termination of the services, under the terms determined by the BUYER in the PURCHASE ORDER and / or the contract.

5.2.1 For the purposes of performance of the obligation of deadline, will not be considered products delivered with incorrect and / or inaccurate tax documents, and in this case, the BUYER will refuse to receive the supply until the proper rectification thereof. The SUPPLIER is solely responsible for all costs arising from the necessary regularization.

5.3 In the event that the SUPPLIER perceives any indications that the agreed deadlines will not be met, the SUPPLIER shall immediately report this fact to the BUYER and, together with this communication, the SUPPLIER shall submit a detailed report on the reasons for the delays and eventual action plan to mitigate impacts resulted from the delays. Such report shall not exempt the SUPPLIER from the penalties and indemnities provided for in these GCP, the PURCHASE ORDER and / or the Contract..

5.4 In the event of any default by the SUPPLIER regarding the agreed terms, it will be subject to the following penalties:

- Payment of non-compensatory fine in the percentage of 0.5% (five tenth percentage points) per day on the total amount of the respective PURCHASE ORDER and / or contract. In such cases the BUYER may, in its sole discretion, withhold from the payments due to the SUPPLIER the amounts relating to the percentage of fines imposed.
- Loss of any price adjustment for the period in which the delay was found;
- Suspension of payments due by BUYER to SUPPLIER during delay period;

5.5 Without prejudice to the foregoing, the BUYER shall, at its sole discretion, suspend or terminate the PURCHASE ORDER, in whole or in part, in the event of default of the terms of the PURCHASE ORDER and / or contract, for a period exceeding 10 (ten) days, for either individual periods or the sum of alternate periods, as provided in clause 17 of these GCCs..

5.6 Except in cases where a specific fine is foreseen, the SUPPLIER will be subject to the payment of a non-compensatory fine equivalent to 1% (one percent) of the total amount of the PURCHASE ORDER and / or contract, for each event of breach. any of the obligations provided for in these GCCs, the PURCHASE ORDER and / or the contract, which is not remedied within the curing period defined by the BUYER.

5.7 The application of any of the penalties provided for in this clause 5, including cases of termination or suspension of the PURCHASE ORDER and / or the contract, shall not exempt the SUPPLIER from the obligation of compensation for any losses and damages caused as a result of non-compliance with the agreed terms.

5.8 Failure by the BUYER to exercise the right to apply the penalties set forth herein does not imply their waiver and may be exercised at any time, including the possibility of any judicial or extrajudicial charges.

6. ON THE PROPERTY TRANSFER AND RISKS

6.1 The products will be delivered in Incoterms2010 mode defined in the PURCHASE ORDER and / or the contract.

6.1.1 The transfer of ownership of the supply from the SUPPLIER to the BUYER will occur upon delivery of the same according to the clause 6.1 above.

6.2 Regarding the risk transfer:

- For the provision of products without associated services, the risks will only be transferred to the BUYER, upon delivery of the product in the INCOTERMS2010 mode defined in the PURCHASE ORDER and / or the Contract and subsequent formal acceptance by the BUYER.

b) b) For the supply of products with associated services, or for the provision of services, without related products, the transfer of risks to the BUYER will only occur upon formal acceptance of the services provided.

6.3 The transfer of ownership as well as the transfer of risk to the BUYER does not imply the exclusion of the SUPPLIER's liability for any defects in the products sold or services rendered.

7. INSPECTION AND ACCEPTANCE

7.1 The BUYER shall have the right, at its sole discretion, to verify the progress of compliance with the PURCHASE ORDER, and may, in this regard, perform inspections of the supply at the premises of the SUPPLIER, or its subcontractors (when applicable), or elsewhere, upon prior notification to the SUPPLIER.

7.2 SUPPLIER shall be responsible for facilitating, as well as for ensuring that its subcontractors (when applicable) facilitate access to its facilities, as necessary for carrying out inspections.

7.3 The BUYER will also inspect the delivery upon delivery for compliance with the specifications, quality, weight and physical dimensions specified in the PURCHASE ORDER, as well as for any damage to the delivery and its packaging.

7.3.1 SUPPLY will be packaged in such a way that it will not be damaged during transportation or handling. SUPPLY shall have all of its items and / or components appropriately marked:

- a) according to applicable standards, especially for hazardous substances;
- b) in accordance with the BUYER's reasonable instructions;
- c) specifying the Purchase Order number, SUPPLIER ID, item number, Delivery location, item description, weight and quantity;

7.4. Without prejudice to the provisions of clauses 7.1 to 7.3 above, the acceptance of the SUPPLIER by the BUYER will depend on the fulfilment of the following:

- a) Delivery of delivery in accordance with PURCHASE ORDER specifications;
- b) Delivery to BUYER by SUPPLIER of all documentation applicable to said product;

8. LIABILITY FOR FAULTS

8.1 SUPPLIER warrants that the supply:

- a) Complies with specifications and requirements set forth in PURCHASE ORDER and / or contract;
- b) Is suitable for its intended purpose (s);
- c) Has no defects, including but not limited to defects in design, material, workmanship, right and / or any real warranty, liens or encumbrances;
- d) Meets applicable legal requirements and standards.

8.2 The SUPPLIER guarantees the good performance of the supply for a period of 24 (twenty four) months, from the delivery, in case of supply of products, or the termination and acceptance of services, in case of execution of services or of supply of products with associated services; except in cases where the PURCHASE ORDER and / or the contract contain a term longer than that established herein.

8.3. In the event of any defect in supply, the BUYER undertakes to notify the SUPPLIER in writing as soon as it finds it. In such cases, the SUPPLIER undertakes, in its sole discretion, within the time limit set by the BUYER to:

a) replace, repair or modify any and all products or redo any service that may be defective or malfunctioning at no cost to the BUYER, including variation in the price initially agreed upon.

8.3.1 The costs associated with SUPPLIER's compliance with the warranty obligation, including, but not limited to, freight, travel expenses, SUPPLIER personnel stay, disassembly and assembly of the supply, shall be the sole responsibility of the SUPPLIER.

8.4 The repaired and / or replaced supply, as well as the redone service, will have, with each repair, replacement or redo, its warranty period renewed for the period originally agreed.

8.5 In the event that the SUPPLIER fails to comply with the warranty obligation, the BUYER may, in its sole discretion, alternatively:

- a) To determine that the SUPPLIER equitably reduces the originally agreed prices;
- b) Carry out the elimination of defects by itself or by hiring third parties, being at the expense of the SUPPLIER the costs arising therefrom, with the BUYER having the right to discount of any payments the costs due to the BUYER.
- c) Cancel the PURCHASE ORDER or terminate the contract, without prejudice to the eventual indemnification by the SUPPLIER of the losses and damages, as well as the reimbursement of the amounts already paid for the defective supply;

8.6. It is guaranteed to the BUYER the right of recourse against the SUPPLIER, in the event that the BUYER is held liable to third parties as a result of defects in supply, being possible the discounting of any amounts due to the SUPPLIER.

8.7. The warranty obligation mentioned in this clause does not cover defects arising from natural wear, act of God, force majeure and improper operation, or handling that is negligent or in violation of the SUPPLIER's specifications described in the PURCHASE ORDER, provided that they are demonstrated.

9. PAYMENT AND BILLING CONDITIONS

9.1 PRICE

9.1 The price described in the Purchase Order is fixed and not subject to review, except if otherwise provided in the PURCHASE ORDER and the contract.

9.2 The price includes all taxes, contributions, insurance and all costs incurred by the SUPPLIER for the perfect execution of the PURCHASE ORDER object, including but not limited to all costs related to packaging, protection, mooring and fastening materials and all the documents, accessories, devices and / or tools necessary to ensure complete and functional use and maintenance of the supply. The price also includes all payments for the use of any intellectual property rights, including those of third parties.

9.3 The price payment terms are provided for and detailed in the PURCHASE ORDER and the contract.

9.4 At each delivery of supply, the SUPPLIER will issue an invoice to the BUYER, which will be paid by the due date in the PURCHASE ORDER. No invoice may link more than one PURCHASE ORDER

9.5 The BUYER may withhold any payments from the SUPPLIER if the billing documents are not complete or are in disagreement with the terms of the PURCHASE ORDER and the contract.

9.6 The BUYER shall also have the right to withhold, without being burdened by it, any payments in the event of breach of the SUPPLIER's obligations set forth in these GCCs and in the contract. Payment must be made immediately as soon as the SUPPLIER meets the obligation.

9.7. Payment of an invoice by the BUYER does not imply acceptance of the supply or compliance with the terms described in the PURCHASE ORDER.

9.8 In case the supply is imported, the BUYER and the SUPPLIER are obliged to respect INCOTERM as well as the deadlines agreed in the PURCHASE ORDER. All import process must be carried out in accordance with the Central Bank exchange rules, in force at the time of the execution of the PURCHASE ORDER and / or the contract.

10. FINANCIAL GUARANTEE OF THE SUPPLIER

10.1 As a guarantee of full and effective compliance with the PURCHASE ORDER and / or the contract, including all main and ancillary obligations, the SUPPLIER shall submit to the PURCHASER within 15 (fifteen) days from the signature of the PURCHASE ORDER and / or the CONTRACT, a letter of guarantee, contracted at your expense, corresponding to 10% of the total value of the PURCHASE ORDER and / or the contract. The guarantee shall remain valid and applicable from its issuance until the fulfillment of all main or accessory obligations set forth in the PURCHASE ORDER and the contract.

10.2. The bank guarantee shall be issued (i) in favor and benefit of the BUYER, (ii) by a prime financial institution that is previously and expressly approved by the BUYER; and (iii) expressly contain the waiver of the guarantor financial institution to the benefits of articles 827, 829, 830 and 837 of the Brazilian Civil Code, without benefit of order or any exception or condition to prompt withdrawal or execution, in favor of the BUYER.

10.3 The SUPPLIER shall, at its expense, take the necessary measures to recompose the limits of indemnities in case of total or partial execution of the contracted financial guarantee, so that it is uninterrupted, global and complete during their respective term and validity required above.

11. TAXES

11.1 The SUPPLIER shall be solely and exclusively responsible for the payment of taxes, fees and contributions that may or may not apply to the supply.

11.2. In the case of withholding taxes, the BUYER may, at its sole discretion, withhold them considering the amount expressed in the invoice, pursuant to applicable law.

11.3 Under no circumstances shall the BUYER be liable for the payment of any differences in amounts arising from the mispricing of the SUPPLIER regarding the taxes levied on the PURCHASE ORDER.

11.4 For the provision of services by the SUPPLIER in any municipality that establishes the obligation to register in the Municipal Register, the SUPPLIER shall promote such registration, otherwise, the BUYER shall retain the ISS levied on the value of the issued service invoice.

11.5 In cases of importation:

a) Products: The obligation to pay taxes is the sole responsibility of the BUYER (importer), in compliance with applicable law; being certain that the tax obligation will be linked to INCOTERM agreed between the parties and provided for in the PURCHASE ORDER.

b) Services: The BUYER is authorized to withhold any taxes in accordance with applicable law, which will be deducted from the payment amount due to the SUPPLIER.

12. THIRD PARTY RIGHTS

12.1 SUPPLIER declares and warrants that the supply does not infringe or violate any rights of third parties.

12.2 The SUPPLIER declares to be of its sole property of, or of its parent, controlled or affiliated companies, or of third party, for which it has all legal authorizations and permissions to freely use them: all designs, patents, trademarks, know-how, industry and / or trade secrets and / or any other intellectual and / or industrial property rights, data and information used, directly or indirectly, to enforce the PURCHASE ORDER.

12.3 SUPPLIER will exempt and hold harmless the BUYER from all claims, damages, losses or expenses arising from any violation of third party rights

12.4 The SUPPLIER shall at its own expense, provided that requested by the BUYER, defend the BUYER against any of the claims mentioned in item 12.3 above.

12.5 If, at any time, the supply becomes the subject of questioning by third parties regarding the violation of its rights, the SUPPLIER shall immediately communicate this fact to the BUYER and proceed to obtain the right to use the supply to the BUYER, with the due amendments and subsequent removal of the breach, ensuring in all cases the compliance of the supply with the terms of the PURCHASE ORDER and the contract.

13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

13.1 All information concerning PURCHASE ORDER, including but not limited to technical and commercial information to which SUPPLIER may have access due to the execution of PURCHASE ORDER, shall be treated as confidential by SUPPLIER and, under no circumstances, may be disclosed or shared with third parties without the formal and express consent of the BUYER.

13.2 The obligation of confidentiality set forth in item 13.1 above shall be effective for the term of the PURCHASE ORDER, as well as for the three (3) years following its termination or termination.

13.3 Property rights and intellectual property rights of any designs, samples and documents delivered by BUYER to SUPPLIER remain with the BUYER.

13.4. The BUYER may not mention for advertising purposes the existence of the PURCHASE ORDER and/or of the business relationship established with the BUYER, unless expressly and formally authorized otherwise.

13.5. This clause applies to SUPPLIER, employees, subcontractors, agents and other companies of the same economic group, including their affiliates, subsidiaries and / or parent companies.

14. LOAN OF MATERIALS FROM THE BUYER TO THE SUPPLIER

14.1. All materials owned by the BUYER made available to the SUPPLIER shall be under the sole responsibility of the SUPPLIER.

14.2 It is the sole responsibility of the SUPPLIER, the conservation, storage, guard and protection of these materials by the SUPPLIER, being solely responsible for any loss and damage caused to such materials.

14.3 The SUPPLIER shall use the materials made available only for the execution of the PURCHASE ORDER to which they refer. It is expressly prohibited to transfer, lend or make available such materials to third parties.

14.4 It is forbidden for the SUPPLIER to remove any of the materials from the BUYER's premises, unless previously authorized by the BUYER.

14.5 The BUYER is entitled to terminate the loan of the materials to the SUPPLIER at any time, especially in the event of breach of contractual obligations by the SUPPLIER or upon the expiration of the period of execution of the PURCHASE ORDER object.

15. DOCUMENTS FOR THE SERVICES TO BE PERFORMED

15.1 When the supply involves the provision of services in the BUYER's premises of the end customer's premises, the payment of the invoice referring to them, will only occur upon the presentation of the following documents, related to the employees allocated for the execution of the services.:

- 15.1.1. At the beginning of the services, when applicable:
 - a) Purchase Order and General Purchase condition signed;
 - b) Articles of Incorporation and latest amendments;
 - c) Power of attorney of shareholders/directors;
 - d) CNPJ (National Register of Legal Entities) ;
 - e) State and municipal registry;
 - f) Registration with the commercial board (Junta Comercial);
 - g) Authorization of the competent agency to function (Vigilância, Refeição, etc.);
 - h) Negative Debit Certificate for INSS, FGTS and other federal, state and municipal taxes;
 - i) Copy of the Labour Log Book and/or employment contract;
 - j) ASO – Atestado de Saúde Ocupacional (Occupational Health Certificate);

- k) PPRA - Programa de Prevenção de Riscos Ambientais (Environmental Risk Prevention Program);
- l) PCMSO – Programa de Controle Médico de Saúde Ocupacional (Occupational Health Medical Control Program);
- m) Livro Inspeção Ministério do Trabalho com identificação da Empresa, Obra ou Gestão (Inspection Book Ministry of Labor with identification of Company, Work or Management) ;
- n) ART – Anotação de Responsabilidade Técnica – CREA (Technical Responsibility Annotation, applicable for constructions);
- o) Inscrição de matrícula CEI junto ao INSS. (quando aplicável) ;
- p) Life insurance policy for allocated employees and proof of payment.

- 15.1.2 Monthly, when applicable:
 - a) Monthly payroll for the employees performing services;
 - b) GPS – Guia de recolhimento do INSS específica;
 - c) GFIP – Guia de recolhimento do FGTS e Informações à Previdência Social;
 - d) SEFIP – Sistema Empresa de Recolhimento do FGTS e Informações à Previdência Social;
 - e) Proof of payment of the following taxes: PIS, Cofins, CSLL (OS 381);
 - f) Proof of payment of salaries and other amounts due to contractors, employees and agents;
 - g) Work Accident Table with information: number of employees who worked in the month (present list of them), HHT, number of accidents and hours away
 - h) Waste Disposal Report; e
 - i) Proof of payment of Life Insurance for allocated employees;

- 15.1.3 Quarterly, when applicable:
 - a) CRF – Certidão de Regularidade do FGTS;
- 15.1.4 Semiannually, when applicable:
 - a) CND – Certidão Negativa de Débito da Secretaria de Arrecadação Previdenciária (INSS); (Negative Debit Certificate of the Social Security)
 - b) CND – Certidão Negativa de Débito das receitas federal, estadual e municipal. (Federal, State and Municipal Revenue Negative Debit Certificate).

- 15.1.5 Annually, when applicable:
 - a) PCMSO – Programa de Controle Médico da Saúde Ocupacional e Relatório Anual; (Occupational Health Medical Control Program and Annual Report)
 - b) PPRA – Programa Preventivo de Riscos Ambientais; (Programa Preventivo de Riscos Ambientais)
 - c) Vacation receipt;
 - d) ASO – Atestado de Saúde Ocupacional Periódico (Periodic Occupational Health Certificate).

- 15.1.6 In the cases of Resignation or Dismissal:
 - a) TRCT – Termo de Rescisão de Contrato de Trabalho homologado (Homologated Termination of Employment Contract);
 - b) ASO – Atestado de Saúde Ocupacional Demissional. (Dismissal Occupational Health Certificate).
 - c) Proof of payment of all severance pay.

15.1.7. In the event of non-compliance or irregular or partial compliance with items 15.1.1 to 15.1.7 above, the PURCHASER shall, at its sole discretion, retain the payments due to the SUPPLIER until such payment occurs. In such cases, payments when made will not be subject to any adjustment or review.

15.2. The SUPPLIER shall be fully responsible for all labor, tax and social security charges and charges arising from the services eventually contracted, the SUPPLIER assuming the risks of any labour claims, tax and social security assessments involving its contractors / employees, even if proposed against the BUYER.

15.3. As provided in clause 8.3, if the BUYER is assessed for noncompliance with any legal obligation, including the payment of taxes whose full or partial responsibility rests with the SUPPLIER, the BUYER reserves the right to discount the amount of any invoice (s) issued (s), either by this or other request or contract, the updated value object of the assessment, as well as procedural costs and fees spent in hiring qualified professionals (lawyers, experts, etc).

15.4. When importing services, BUYER and SUPPLIER shall comply with the laws of their respective countries and any bilateral agreements.

16. SUSPENSION AND TERMINATION

16.1 The BUYER may, in its sole discretion, without specific motive terminate the PURCHASE ORDER and / or the contract at any time by giving 15 (fifteen) days prior notice to the SUPPLIER.

a) In the case of unmotivated termination, the SUPPLIER shall stop the execution of the supply immediately upon receipt of the notice of termination. The BUYER will pay to the SUPPLIER for the services performed and the products provided, as long as they are accepted, until the date of the effective receipt of the notice of termination by the SUPPLIER.

16.2 Without prejudice to the right to suspend the PURCHASE ORDER and / or the contract, the BUYER has the right to terminate the PURCHASE ORDER and / or the AGREEMENT, by means of a simple communication to the SUPPLIER, in the following cases:

a) Partial, irregular and / or defective breach of any contractual obligation by the SUPPLIER, provided that it is not remedied within ten (10) days or less, if so determined in the PURCHASE ORDER and / or the in contract.;

- b) Delays in the delivery of products and / or rendering of services by the SUPPLIER for a period longer than 10 (ten) days, for either individual periods or the sum of alternate periods;
- c) filing for bankruptcy, petition for judicial or extrajudicial recovery or judicial or extrajudicial dissolution of the SUPPLIER;
- d) SUPPLIER's evident state of insolvency;
- e) change of shareholding control of the SUPPLIER
- f) abandonment or suspension of the execution of the services for more than 02 (two) consecutive days or 05 (five) alternate days, even without abandoning the place of execution of the services;
- g) recurrence of deviations that may compromise the physical integrity of employees;
- h) failure to submit the documentation listed in clause 15 within the time limits set forth therein.
- i) non-compliance with the "Código de Conduta para Fornecedores Aeris" (Aeris Supplier Code of Conduct) pursuant to clause 20 of these GPCs.

16.2.1 In the event of termination listed in item 17.2 above, the SUPPLIER shall stop execution of the supply immediately upon receipt of the notice of termination..

16.2.2 As a termination fine, SUPPLIER will pay the BUYER the amount equivalent to 10% (ten percent) of the value of PURCHASE ORDER, in addition to any losses and damages to be determined, including the costs of hiring a third party for the full supply execution.

16.2.3 The BUYER will pay to the SUPPLIER for the services performed and the products provided, as long as they are accepted, until the date of the effective receipt of the notice of termination by the SUPPLIER. The BUYER may, at its sole discretion, deduct from these payments the amounts mentioned in item 17.2.3 above, and the SUPPLIER shall be paid only the remaining amount relating to offset of balances between the SUPPLIER's credits and debts to the BUYER.

17. FORCE MAJEURE

17.1 The BUYER and the SUPPLIER shall not be liable for the delay or default in whole or in part of their obligations under the Purchase Order and / or the contract to the extent that such default has been delayed or made impossible by an event beyond its reasonable control, which could not have been foreseen in advance, and which could not have been reasonably avoided; including, but not limited to, general strikes, epidemics, floods, earthquakes, war, embargo and popular uprisings (each, where applicable, duly certified by the competent authority as "FORCE MAJEURE").

17.2 FORCE MAJEURE does not include any strike, lockout or other labor dispute initiated by or involving only workers or employees acting within the organization of one of the SUPPLIER.

17.3 The party harmed by the FORCE MAJEURE event shall communicate in writing to the other party about such event within three (3) days from the date of its occurrence.

17.4 Should the effect of the FORCE MAJEURE last for more than 90 (one hundred and twenty days), either party may choose to terminate the PURCHASE ORDER and / or the

contract, in which case no indemnity and / or compensation shall be payable to the other party by virtue of termination.

17.5 If the SUPPLIER alleges FORCE MAJEURE, the BUYER may, in its sole discretion, choose to purchase the supply from a third party, in which case the obligation to purchase the SUPPLIER's supply is terminated and the contract is terminated.

17.6 In the event of termination by FORCE MAJEURE, no indemnity and / or compensation will be due from one party to the other due to such termination.

18. LIABILITY

18.1 Without prejudice to any other provision in these GPCs, SUPPLIER will indemnify BUYER and / or the end customer, without limitation, for any loss and damage, including indirect damages, lost profits, loss of revenue, loss of capital, loss of production, damage caused to the property of the BUYER and / or the end customer, fines and penalties imposed by the government to the BUYER and / or the final customer by fault of the SUPPLIER.

19. CODE OF CONDUCT FOR SUPPLIERS

19.1 The SUPPLIER declares to know and is bound to comply with the "Aeris Supplier Code of Conduct", Annex I of these GPC

19.2 It is the right of the BUYER to verify compliance with the Aeris Supplier Code of Conduct.:

a) Request, in its sole discretion, annually, to fill out a specific form to be made available by the BUYER, in order to obtain information about the measures taken by the SUPPLIER for compliance with the rules of the Code of Conduct.

b) Perform, at its sole discretion, inspections at the SUPPLIER's premises, upon prior notification to the SUPPLIER, provided that the SUPPLIER's confidentiality criteria and business hours are met;

19.3. The BUYER may, by simple notification, in the event of proven disobedience to any of the rules of the Supplier Code of Conduct for Aeris by the SUPPLIER, terminate the PURCHASE ORDER and / or the contract, pursuant to clause 17.2 of these GPC.

20. COURT

20.1. These GPC, as well as the PURCHASE ORDER and / or the contract, will be interpreted and governed by the legislation of the Federative Republic of Brazil.

21.2. It is hereby elected, with the express waiver of any other, however privileged it may be, the district court of Fortaleza, State of Ceará, to settle any disputes arising from the interpretation and / or execution of these GPC, the PURCHASE ORDER and / or of the contract.

Being a company of sound business reputation, Aeris believes that acting ethically in its business is the only way to solid and prosperous growth and for this reason presents the Aeris Code of Conduct for you.

The purpose of this Code is, based on principles of ethics and integrity, to define the rules that guide the business relationship between SUPPLIERS and Aeris, and by becoming an Aeris supplier, you are bound to comply with it.

Aeris informs that this Code may undergo subsequent changes, always aiming at its improvement and its adaptation to its Compliance System. Aeris hereby promises to keep the SUPPLIER aware of such changes, to which they shall comply.

Through this document, the SUPPLIER declares:

- ✓ Respect the dignity of the human person, the privacy and the rights of every individual;
- ✓ Prohibit any abusive, threatening, exploitative and / or coercive act or behavior.
- ✓ Guarantee an equal working environment for its employees;
- ✓ Not perform any discriminatory act for the purposes of treatment and hiring of its employees; making no distinction of color, race, religion, gender, age, ethnicity, physical disability, union membership, partisan political affiliation or sexual orientation;
- ✓ Respect your employees' free association and collective bargaining rights;
- ✓ Prohibit and combat the practice of child labour;
- ✓ Respect applicable law;
- ✓ Cumprir as políticas e normas internas da Aeris
- ✓ Comply with Aeris internal policies and standards;
- ✓ Pay your employees fairly and in accordance with the law;
- ✓ Respect work schedules and working hours within legal limits;
- ✓ Ensure the health and safety of its employees by controlling risks and preventing accidents and occupational diseases;
Implement or use a reasonable occupational health and safety management system;
- ✓ Prohibit, prevent and combat any act of corruption, bribery and/or extortion, aiming to fully comply with applicable anti-corruption law;
- ✓ Do not make any payments, offer benefits and / or gifts to any member of government or public entities in order to gain advantages or influence decision making.;
- ✓ Ensure confidentiality of confidential information provided by Aeris and its business partners;
- ✓ Do not make any photographic or video recordings at Aeris' internal premises unless expressly authorized by Aeris to do so;
- ✓ Respect the intellectual property of others, including Aeris and its business partners, Aeris internal facilities;
- ✓ Comply with international trade and export control regulations;
- ✓ Reduce adverse environmental impacts;
- ✓ Do not to recruit, select or hire any Aeris employee without their formal approval;

During the term of the business relationship between the SUPPLIER and Aeris, if the Supplier or any of its employees have indications that there has been any breach of the rules of this Code, it is essential that the SUPPLIER inform Aeris of such situation through our report channel: <http://www.canaldedenuncia.com.br/aeris>; or 0800-882.0611.

Aeris thanks you for becoming part of our supply chain and is committed to conducting ethical and sound business.
