



**BUREAU
VERITAS**

General Terms and Conditions for Product Certification Services

1. DEFINITIONS

The definitions in this clause apply to this Term.

- 1.1. **Accreditation Body:** means the body that has the authority to grant accreditation, on the basis of which **BUREAU VERITAS CERTIFICATION** performs the Services.
- 1.2. **Bureau Veritas Certification:** means the entity related to the certification of the Bureau Veritas group of companies that has entered into the Agreement with the Customer.
- 1.3. **Company:** means the person, firm, company, partnership, association, fund, government agency or authority that appoints **BUREAU VERITAS CERTIFICATION** to provide the Services and that is so identified in the applicable Proposal or Order Form or in the agreed written instructions.
- 1.4. **Certificate of Conformity:** means the certificate issued by **BUREAU VERITAS CERTIFICATION** confirming the conformity of a product after the specific conditions of the conformity assessment program have been met.
- 1.5. **Business Proposal:** means any proposal, quotation or other document issued by Bureau Veritas Certification to the Customer that sets out the services, fees and any other information and terms and conditions in relation to the performance of the Services.

2. SCOPE

The purpose of this Term is the provision, by **BUREAU VERITAS CERTIFICATION**, of the Certification of products to be performed in the Company's manufacturing and/or service units, upon request, in order to provide the issuance of Certificates of Conformity, attesting to the conformity of the COMPANY's products with the standards defined in the Commercial Proposal, assuming that the information provided by the **COMPANY** is sufficient, accurate and adequate.

3. OBLIGATIONS OF BUREAU VERITAS CERTIFICATION

- 3.1. In accordance with the terms of this Agreement, **BUREAU VERITAS CERTIFICATION** must provide its own personnel or those of duly qualified third parties and the appropriate means to:
 - a) Carry out the Product Certification process in accordance with the rules of the certification scheme and the referenced national or international standards. The Certification process may include the Analysis of the Technical Documentation of the products subject to the Certification process, Analysis of Test Reports, Evaluation of the Testing Laboratory, Preparation of Analysis Report, Monitoring of Tests in Laboratories, Certification Audit and Collection of Samples in the Company's manufacturing units.
 - b) Perform Maintenance services, according to the rules of the certification scheme in order to ensure

that the conditions that gave rise to the certification are maintained.

- c) Issue the Certificates of Conformity after the satisfactory conclusion of the Product Certification process mentioned in 3.1, with the clear identification of the products for which the **COMPANY** is certified, and all services must be conducted in accordance with the rules of the certification scheme and the Product Certification Procedure adopted by **BUREAU VERITAS CERTIFICATION**.
 - 3.2. **BUREAU VERITAS CERTIFICATION** will be responsible for the consequences of errors and omissions that may occur due to negligence on its part or that of its employees. At its cost, it shall correct any deficiencies that resulted from its failure to perform the services within the standards required by the applicable codes for the exercise of the activity of its professionals, provided that it receives a written request from **the COMPANY**.
 - 3.3. In the event of negligence, as described above, any loss or damage for which **BUREAU VERITAS CERTIFICATION** is liable shall not exceed the maximum fees charged by **BUREAU VERITAS CERTIFICATION**, for the service provided in respect of which the negligence occurred.
 - 3.4. In a timely manner prior to the scheduled audit dates, **BUREAU VERITAS CERTIFICATION** will send to **the COMPANY** a copy of the Audit Plan (which program is subject to adjustment) along with any supplemental requirements deemed necessary to obtain the requested Certification. Subsequently, the team that will conduct the audit will be informed and the **COMPANY** will have the right to appeal against the appointment of any auditors or experts.
 - 3.5. **BUREAU VERITAS CERTIFICATION** undertakes to make available to another **OCP (Product Certification Body)** the necessary documentation at the time of transfer of certification, upon authorization from the **COMPANY** formalized by means of a letter, while the Certificate of Conformity is valid.
- ### 4. USE OF THE CONFORMITY MARK
- Authorization to use the **BUREAU VERITAS CERTIFICATION Mark** of Conformity or to use the SBAC Seal of Conformity Identification is granted as follows:
- a) Within the scope of the SBAC and for products that require registration, the "Certificate of Conformity" is a prerequisite for obtaining object registration with Inmetro. The granting of registration by Inmetro authorizes the use of the conformity identification seal.
 - b) Also within the scope of the SBAC and for products that do not require registration, the "Certificate of Conformity" corresponds to the authorization for the use of the conformity identification seal, according to the conditions



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established in the contract and conditioned to the certification maintenance process, when applicable.

- c) Outside the scope of the SBAC, the "Certificate of Conformity" corresponds to the authorization for the use of the **BUREAU VERITAS CERTIFICATION Mark of Conformity**, according to the conditions established in the contract and conditioned to the certification maintenance process, when applicable.

5. COMPANY OBLIGATIONS

According to this Term, **the COMPANY** shall:

- 5.1. Provide all necessary documentation, information and facilities to enable **BUREAU VERITAS CERTIFICATION** to perform its obligations referred to in Clause Two.
- 5.2. Make the payment of the invoices presented within the time and conditions established in this contract.
- 5.3. Inform in writing to **BUREAU VERITAS CERTIFICATION** any and all changes in registration data such as contact persons, collective vacation periods or similar that exist in the **COMPANY**, as well as technical data in the product already certified, exempting **BUREAU VERITAS CERTIFICATION** from any damage that may arise from non-compliance with this act.
- 5.4. Be aware that when requesting a certificate with **Cgcre** Accreditation or other Accrediting Bodies, it may be audited by these bodies, without the participation of **BUREAU VERITAS CERTIFICATION** or accompanying **BUREAU VERITAS CERTIFICATION** in its audits.
- 5.5. Meet certification requirements, including implementing appropriate changes when communicated by **BUREAU VERITAS CERTIFICATION**.
- 5.6. Meet product certification requirements if the certification applies to ongoing production.
- 5.7. Take the necessary steps to: a) carry out the assessment and supervision (where applicable), including provision for examination of documentation and records, and access to relevant equipment, location(s), area(s), personnel and subcontractors of the **COMPANY**; b) investigation of complaints; c) participation of observers from **BUREAU VERITAS CERTIFICATION** (when requested); and d) participation of evaluators from the General Coordination of Accreditation of Inmetro (**Cgcre**), allowing them access to its facilities and dependencies when carrying out witness audits and market monitoring actions, *regardless of prior notice. If the organization does not allow access, **BUREAU VERITAS CERTIFICATION** must suspend the organization's certification/verification and inform the interested parties.*
- 5.8. Make complaints about certification when consistent with the required scope of certification.
- 5.9. Do not use the product certification in a way that brings the **BUREAU VERITAS CERTIFICATION DISCREDITED AND NOT DONE**
- any statement regarding product certification that **BUREAU VERITAS CERTIFICATION** may consider misleading or unauthorized.
- 5.10. In the event of suspension, cancellation or termination of certification, stop using all advertising material that contains any reference to product certification and take the actions required by the certification scheme or any other necessary measure.
- 5.11. If you provide a copy of the certification documents to others, these documents shall be reproduced in their entirety, or as specified by the certification scheme.
- 5.12. When referencing your product certification in media, please comply with the requirements of **BUREAU VERITAS CERTIFICATION** or as specified by the certification scheme.
- 5.13. Comply with any of the requirements prescribed in GP 01P-BR and the certification scheme in relation to the use of conformity marks, and on product-related information.
- 5.14. Keep a record of all complaints received relating to compliance with certification requirements and make them available to **BUREAU VERITAS CERTIFICATION** when requested and:
- a) take appropriate action with respect to these complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- b) Document the actions taken.
- 5.15. Inform **BUREAU VERITAS CERTIFICATION**, without delay, changes that may affect your ability to meet certification requirements.
- 5.16. Be aware of the contents of the documents "Overview-PCA", "GP-01P-BR" and the Specific Technical Instruction regarding the conformity assessment program, available on the website (www.bureauveritascertification.com.br) or through request according to the required document.

6. POSTPONEMENT OF AUDITS

- 6.1. If **COMPANY** postpones any audit less than thirty (30) days prior to the scheduled start date, fees provided for in the Commercial Proposal will be charged, in order to cover administrative and operational costs. These fees are not deducted from the contractual fees.
- 6.2. The dates of the audits will be fixed by mutual agreement between **BUREAU VERITAS CERTIFICATION** and the **COMPANY**.

7. CANCELLATION OF THE CONTRACT

If the company cancels this contract before the Certification Audit is carried out, except as provided for in clause Six, the equivalent amount will be charged



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to 30% (thirty percent) of the total fees provided for in the Commercial Proposal, in order to cover administrative and operational costs.

8. TERMINATION OF THE CONTRACT

8.1. The contract may be terminated at any time by either party under the following conditions:

a) By written communication at least three (3) months in advance of the start date of any scheduled event.

Note: in the case of a contract with annual installment payments, the amount to be paid by the **COMPANY** to **BUREAU VERITAS CERTIFICATION** at the time of termination will be calculated *on a pro-rata basis* for 12 (twelve) months.

b) Immediately in the event of default, liquidation or if either party ceases its business, in part or in full.

8.2. In the event of termination of the contract by **BUREAU VERITAS CERTIFICATION**, this decision shall be based on the conditions stipulated in GP-01P-BR.

8.3. In the event of termination of the contract, it is mandatory to carry out an audit and/or closing tests, as described in GP-01P-BR. This audit is equivalent to a special audit, and will be charged as provided in the Business Proposal.

8.4. In the event of termination or termination of the contract, the certificate issued by **BUREAU VERITAS CERTIFICATION** loses its validity, and **COMPANY** must immediately cease the use of the conformity mark and certificate(s), returning to **BUREAU VERITAS CERTIFICATION** all the documentation that has been issued and indicates such certification, otherwise **COMPANY** it must be held legally responsible for the misuse of certification documents.

9. CONFIDENTIALITY

Except as required by the legislation of the Country and the relevant Accreditation Authorities, **BUREAU VERITAS CERTIFICATION** and **COMPANY** will treat as strictly confidential all information that is in their possession in the course of the execution of this contract, and shall not disclose it to third parties, without the prior written consent of the other party.

10. SPECIAL AUDITS AND TRAVEL THE DAY BEFORE AND AFTER

10.1. If special audits are required at the request of the **COMPANY**, customer complaints, suspension or cancellation of certification, from a third party or in order to verify corrective actions arising from non-conformities reported during the Certification Audit, Follow-up Audits or analysis of test reports, they will be invoiced as provided for in the Business Proposal.

10.2. Upon receipt of a duly substantiated complaint, **BUREAU VERITAS CERTIFICATION** will collect samples in the market for analysis and eventual testing in third-party laboratories, as defined in the certification scheme. The costs of all necessary activities will be charged to the **COMPANY** plus an administrative fee and tax charges.

10.3. If it is necessary, in the fulfillment of the certification process above, trips to be made on the day before and/or after the days defined for the provision of the services described in this contract, fees will be charged as defined in the Commercial Proposal.

10.4. If the certification process has not been satisfactorily completed within 180 days after the Certification Audit, due to there being Non-Conformities not yet resolved resulting from Audits and/or Tests, a new Audit will be carried out.

11. CLAUSE NINE: RENEWAL OF CERTIFICATION

11.1. The validity period of the Certification is counted from the date of issuance of the certificate, following the period established in the conformity assessment program.

11.2. The fees stipulated for certification renewals may change if significant changes are found in the original conditions of the certification, thus being subject to analysis and negotiation between the parties.

12. AUDIT EXPENSES

12.1. The **COMPANY** will be responsible for all expenses of transportation, food and eventual stay of the **BUREAU VERITAS CERTIFICATION** team for all events necessary for the fulfillment of this Agreement.

12.2. When the expenses of air tickets and/or lodging are provided and paid by **BUREAU VERITAS CERTIFICATION**, they will be passed on to the **COMPANY** with the addition of administration fees and taxes.

13. BILLING METHOD

13.1. Along with the invoice and respective duplicate, a bank slip will be issued, with the applicable instructions.

14. PAYMENT TERMS

14.1. Invoices must be paid through the Bank Collection System and from the date of issue, the customer must manifest within 5 (five) days if there is a discrepancy regarding values.

14.2. After five (5) days from the due date of the invoice, without due payment, the bill will be withdrawn from the bank and the appropriate measures will be taken to receive it.



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14.3. In the event of default, BUREAU VERITAS CERTIFICATION may suspend and cancel the certificate issued and its respective contract.

15. CONTRACTUAL CHANGES

15.1. These conditions will remain valid if there is no change in labor, tax, salary or social security legislation, creation of new taxes, fees and tax and/or parafiscal contributions, creation of allowances or other pecuniary benefits to employees or any other obligations or conditions applicable by the Legislation or arising from an agreement and change in the legislation that governs the activities of provision of services by the private sector.

15.2. The amounts of this Agreement will be readjusted annually or in the shortest period that the legislation allows, as of the date of signature of the Commercial Proposal, according to the variation of the elements that make up the formula below:

$$P = P_o \times \frac{IGP-M1}{IGP-Mo}$$

where: IGP-M1

P = Corrected amount;

P_o = Amount stipulated in the Contract;

IGP-M1=IGP-M referring to the month prior to the month of adjustment.

IGP-Mo=IGP-M for the month prior to the month in which the commercial proposal was signed (FORM 035).

15.3. The parties undertake to renegotiate the commercial conditions of this contract in the event of damage to its economic and financial balance. The economic and financial balance of the contract will be considered impaired when, at any time, it is verified that the variation in the IGP-M index is equal to or greater than 1.15 from the beginning of the contract to the month of analysis, according to the formula below

$$F = \frac{IGP-M2}{IGP-Mo}$$

where: IGP-M2

F = Economic and financial equilibrium factor of the contract;

IGP-M2 = IGP-M referring to the month prior to the calculation of the Factor F;

IGP-Mo = IGP-M referring to the month prior to the month in which the commercial proposal was signed (FORM 035).

16. FORUM

The Court of the City of Rio de Janeiro, State of Rio de Janeiro, is hereby elected, which will be competent to settle the issues arising from the fulfillment of this Agreement, the Parties waiving any other, however privileged it may be.