



FERCOS
Têxteis Técnicos

FERCOS - INDÚSTRIA DE TERMOCOLANTES, LDA.
Revestimentos e Contracologagens com colas Hot Melt
Tel.: 22 4894273 - Fax: 22 4899471 - E-mail: fercosonline@mail.telepac.pt
Rua do Sistelo, 571 - 4435 RIO TINTO - PORTUGAL WWW.FERCOS.PT

STANDARD TERMS AND GENERAL TERMS OF SALE

THESE TERMS AND CONDITIONS CONTAIN LIMITATIONS AND EXCLUSION CLAUSES

1 . DEFINITIONS:

"Buyer" means the person (s), entity or company that intends to purchase goods or services from the Supplier;

"Conditions" are the conditions for the provision of goods or services;

"Contract" means any invoice or contract agreed between the Buyer and the Supplier for the supply of goods or services, including, without limitation, one-off contracts or for the duration of an agreed period of time, or, periodic or regular orders that will include these conditions, order and order confirmation or start of supply;

"Goods" of goods or services of any nature to be provided by the Supplier, including but not limited to the full or partial finished product, raw materials, materials, goods, finished products, equipment or machines, technical advice and training, for example;

"Order" instruction from the Buyer to the Supplier of the goods (or acceptance of the Supplier's offer to supply the same to the Buyer), including any technical specifications or required quality requirements associated with other delivery requirements;

"Order Confirmation" written acceptance by the Buyer's Order Provider, which may include price, delivery or other clarification of terms, or the SUPPLIER's initiation in practice to process the Order;

"Price" of the price of the goods or services as set out in the contract or written agreement to the contrary;

"Services" of any kind performed by the SUPPLIER in relation to any contract, see clause 9.3;

"Supplier" FERCOS-Indústria de Termocolantes, Lda. That has the intention of selling goods or services to the Buyer.

1 . GENERAL:

Only the following terms and conditions apply to all deliveries, including future business transactions, in business with business partners, who are merchants and industries registered as such in the commercial register or in business with public sector companies, or with the public generally. Deviations from these rules, under particular conditions of purchase contrary to the Buyers, are only binding if and only if they have been explicitly agreed and formalized in writing. This provision also applies if we do not object to the Buyer's purchase conditions.

1.1 The Agreement establishes the entire agreement between the parties and the Buyer has not relied on any representation or warranty, except as expressly stated in writing in the agreement. This provision is without prejudice to the Supplier's liability for misrepresentation or fraud.

1.2 Any waiver, indulgence or delay by the SUPPLIER in the fulfillment of any right does not constitute any waiver of rights.

1.3 This Agreement is personal to the Purchaser and the Supplier and neither party may assign or transfer the rights and benefits of this, to any other person, without the prior written consent of the other party (such consent must not be omitted or delayed), provided the Supplier is permitted (without the need to obtain consent) (i) to assign or transfer the rights and benefits under the Contract, in whole or in part, to any subsidiary, or subsidiary of that holding company the Supplier owns and (ii) to assign or transfer to any third party its rights to collect debts or credits arising from the contract.

1.4 No change, modification or waiver of the Agreement or any provision that will be effective unless agreed in writing by the authorized representatives of the parties.

1.5 The provisions of the Contract or these conditions that are or may be null or unenforceable shall, to the extent of such invalidity or inefficiency be considered separable and will not affect any other provision of the Contract or these Conditions.

2. OFFERS AND PRICES:

i) All offers are non-binding and without obligation. Relevant, for us, is only our confirmation of the order or order in writing. Verbal and lateral agreements must be confirmed by us in writing.

ii) All prices are catalog or table prices in force on the delivery date. It was agreed that they are understood as prices are in accordance with Incoterms@2010 EXW Ex-Works (Rio Tinto, Portugal), in euros and without value added tax (VAT). Differences in the price of the goods, is established and fixed in the contract, and the price of the goods will be the one in force until the date of dispatch. The price is exclusive of value added tax at the applicable rate and any other duties or taxes. The prices quoted are based on the exchange rate situation, freight and customs fees, the costs of raw materials or other charges applicable at the time of the quotation given to the customer and the SUPPLIER reserves the right to make price changes, if the costs of such factors will rise.

2 ORDERS, ORDERS ORDERS, AVAILABILITY OF GOODS OR SERVICES, CHANGES TO ORDERS AND CANCELLATION:

2.1 The Supplier must sell and the Buyer must purchase the goods in accordance with these Standard Terms and General Conditions of Sale.

2.2 No contract will exist until the Supplier confirms its acceptance (either in writing or when starting work according to an order). No terms or conditions proposed by the Buyer (before or after any confirmation or acceptance by the Supplier) will apply. Any order by the Buyer for delivery or acceptance by the Buyer of delivered goods, regardless of any terms or conditions proposed by the Buyer or other action by the Buyer, constitutes a complete acceptance of these conditions. The Buyer's Terms and Conditions are void and rejected, unless otherwise expressly accepted in writing and signed by an authorized representative of the Supplier.

2.3 The descriptions and specifications contained in leaflets or other materials are for general information only and are not part of the contract. Unless clearly indicated to the contrary, any quotation issued by the Supplier will be without obligation and does not constitute an offer to sell.

2.4 Order confirmation is subject to available supplies or becoming available. If supplies are not available for delivery by the Supplier's estimated delivery date, Supplier reserves the right to delay delivery subject to Buyer's right to cancel under clause 3.1.

2.5 If the Buyer asks the Supplier and the Supplier in its sole discretion to accept a change or cancellation of the supply to the Buyer, the Supplier has the right to impose a reasonable fee for losses, costs and expenses suffered or incurred by the Supplier, as a result directly from the alteration or cancellation of the referred supply for which the Buyer is obliged to pay.

3. DELIVERY:

a) Deviations or differences in the quantities, measures, length, widths, coloring and weight usually accepted in the trade are permitted and does not authorize the Buyer to make claims.

b) We reserve the right to exceed more or less in deliveries up to 10%. In the case of variations in quantities, the surplus or shortage of delivery, which may be 10%, is excluded for one side. Minimum quantified quantity required for special projects or formulations will be stipulated on a case-by-case basis.

c) The diameter of the roll required by a customer may differ by more or less than 5 to 10 cm. 10% of the total order quantity can be supplied with a roll of an even smaller diameter or a shorter roll length. Our recommendations on the operability of the delivered goods are not binding. Despite being the result of diligent tests, they can, however, taking into account the versatility of use and mode of operation, serve only as a guide. Before the customer processes the delivered order, the customer must be convinced of the suitability of the products delivered for the intended use purpose.

3.1 The delivery dates provided for in the Contract are estimates only. When the agreed contract is more than an order or with periodic or regular deliveries established, late delivery does not entitle the contract to terminate as a whole.

3.2 Unless otherwise specified, in writing by the Supplier, the delivery of the goods will take place at the delivery point agreed in the Contract.

3.3 Without prejudice to any other rights or remedies, the SUPPLIER may suspend all deliveries under the Contract or any other Supplier has a contract with the Buyer, if:

a) the payment is overdue under the Contract or any other contract, or

b) on the occurrence of any event described in clause 11.2 until Supplier receives or is convinced that it will receive any pending payments and / or as the case may be, it will be paid for those pending or future deliveries.

3.4 The Supplier may, without any responsibility to the Buyer, suspend delivery or cancel an order if, in the reasonable opinion of the Supplier's delivery, it does not comply with the Supplier's safety, health and environment policies or relevant laws and regulations.

3.5 The Buyer shall pay all Supplier costs associated with the Buyer's failure to take Goods in the Supplier's delivery or non-delivery, in accordance with clause 3.4, including, without limitation return, handling, storage, return or disposal costs .

3.6 In the event that the Buyer and the seller establish a stock of raw materials or finished products, in order to facilitate their periodic supply, the buyer agrees to purchase immediately, within a period of 30 days from the date on which the seller was notified of the cancellation of supplies, all existing stock purposely created to supply the Buyer.

4. DELIVERY PERIOD:

a) Unless explicitly agreed in writing to the contrary, the delivery times indicated are non-binding. Delivery times must be reasonably extended in case of due measures, delay in the delivery of raw materials, industrial dispute in particular, strikes or lockout or any other imponderable and unpredictable facts. The same applies if those circumstances arise with sub-suppliers. Full and timely order execution is subject to sufficient availability of goods supply. We should also not be responsible for the circumstances referred to if they arise during an existing delay. We will notify the customer as soon as possible of the beginning and end of such obstacles.

b) A buyer can only reject the contract, provided that the delivery times established as mandatory take into account the delivery times extended in subsection 4.a) if it has been exceeded and if a reasonable grace period has been exceeded. The Buyer is obliged to accept delivery. If the Buyer seriously refuses to accept delivery, we will, at the end of a 14 (fourteen) day grace period, be entitled to reject the contract. We will, according to our criteria, also have the right to dispose of the delivery item and deliver it to the Buyer with a reasonably long grace period. In this case, we reserve our right to charge interest on late payment if the Buyer persists in such a refusal, which the figures show is 3.0% of Monthly Interest on the invoice's net amount for each month.

c) If the Buyer is in arrears with the payments or acceptance of the ordered products, we have the right to refuse further deliveries or orders, including independent permanent deliveries or long-term contracts, regardless of the right of withdrawal, as well as the claim compensation for damages due to non-compliance. In this case, our delivery time can be extended accordingly.

5. SHIPMENT:

The risk is transferred to the Buyer with our delivery of the goods to the carrier or transporter or their agents, at least when they leave our factory. The risk is also transferred, if the Buyer delays its collection and the dispatch of the prepared goods. If collection and shipping is delayed, the goods must be stored and at the expense of the Buyer. The shipment of the goods is in accordance with the Incoterm © 2010 EXW Ex-works (Rio Tinto, Portugal) by FERCOS - Indústria de Termocolantes, Lda. safer, cheaper and faster shipping. The Good will be delivered and packaged in a plastic sleeve.

6. COMPLAINTS:

The requirement to inspect the products and give notice of defects is subject to the Portuguese Commercial Code. Our obligation is limited, at our option, for further refinement at no cost or to exchange defective parts within a reasonable period of time.

In the event that the justified claim has not been removed or resolved, or if subsequent improvement fails after a second unsuccessful attempt, the customer has the right to reduce payment in accordance with legal regulations or to terminate the contract.

Whatever the legal reasons, we will only be liable for damages caused intentionally or by serious negligence of the primary agents or chief executives, or for culpable injury to life, physical integrity or health, or for defects fraudulently hidden by the Supplier insofar as Supplier has assumed a guarantee of a certain quality of the delivery item, insofar as the Supplier has accepted assurance that the delivery item must maintain a certain quality for a certain period of time, as well as for the defects of the item delivery insofar as they are responsible for personal or material damage to items for private use in accordance with the product liability law. In the event of a culpable breach of substantial contractual obligations, you should also be liable for negligence of employees and in the event of negligence, in any case, however, limited to reasonably foreseeable damages that occur in typical cases.

Substantial contractual obligations are obligations that protect the Supplier's substantial legal position, which the contract must assign according to its content and purpose. Substantial obligations also include obligations whose fulfillment allowed for the correct performance of the contract in the first place and on which the Buyer habitually trusts and can trust. Other claims for damages must be excluded.

New or other claims or requests for indemnification from Buyer against us are excluded, in private statements for damages that have not arisen from the contractual object itself.

Claims of impossibility of performance, of positive breach of contract, from negligence in hiring and actionable civil liability will be excluded either against us and our subcontractors or indirect agents caused unless intentionally or by negligent conduct.

Our liability for damages is the case of negligent conduct limited to the foreseeable damages resulting from this breach of duty. In the absence of guaranteed qualities you will only be responsible for the risk of a loss of disability. We will not be responsible for any damages, unless the warranty includes protection from consequential damages, in writing.

7. PAYMENT:

The invoiced amount is due within fifteen (15) days from the date of the invoice, unless otherwise agreed in writing. Interest on arrears in the amount of at least 10% (spread) above the respective Euribor rate will be due in the case of late payments.

In particular, the following regulation applies:

a) Payment in cash: Within 14 days from the invoice date with a 2% discount - without discount in case of later payment;

b) Payments by bills of exchange (securities receivable, promissory notes or other credit securities): These forms of payment will only be accepted by the Supplier if the Buyer's account, its credit rating risk performance, and other guarantees, are excellent. The credit term granted, if previously accepted by the Supplier, cannot exceed 45 days from the invoice date;

The Discount Rates, commissions, postage and other costs, associated with the discount of credit notes, will be fully borne by the Buyer. Bill of exchange can only be delivered within 30 days from the date of issue of the invoice. No financial or commercial discounts will be paid in case of payment by bills of exchange.

7.1 Payment in cash or other cash payment is due 8 days from the date of the invoice, unless expressly agreed in the contract. The deadline for the essential payment.

7.2 The Supplier shall have the right, but not the obligation, to charge Interest on late payment to the Buyer on the overdue amounts, to be paid by the Buyer immediately upon request, from the due date until the date of the effective and full payment, after, as well as before the judgment, at a rate of 10% per annum above the base rate for the time of the European Central Bank. This interest will be compounded monthly and calculated on a daily basis.

7.3 Buyer shall have no right of compensation against any payment due to the Supplier in arrears.

7.4 The Supplier may sue the Buyer over the price previously agreed, even if their possession has not yet passed to the Buyer.

8 FORCE MAJEURE:

The Supplier may, without liability, postpone, reduce or cancel orders, orders or deliveries if prevented, delayed or prevented from manufacturing or delivering the goods through circumstances beyond its reasonable control, including, but not limited to, strikes, disputes with the Buyer or with Suppliers or subcontractors, adverse weather conditions, accidents, delays in transportation, lack or inability to obtain raw materials and operational resources, breakdown of facilities or machines, terrorism, unpredictable acts, fire, power failures, failures in communications, war, epidemics, pandemics, national emergency, flood, explosion, transportation problems or shortages or governmental action or inaction.

9 GUARANTEES

9.1 **Quality** - If properly treated and stored by the Buyer or its agents, the Supplier guarantees that the products must comply, at the time of delivery, in all material aspects with the Supplier's specifications for the goods. Subject to Clause 12, the Buyer must examine the goods, qualitatively and quantitatively, on receipt and notify the Supplier within 8 days of receipt of any defect that is reasonably evident from such examination. All not so apparent defects must be reported within 14 days of discovery. Immediately an apparent defect that is discovered the buyer must immediately stop using the purchased goods; return, in accordance with the Supplier's instructions, all products and packaging still available in any case, provide all necessary assistance to enable the Supplier to investigate the causes and degree of responsibility of the Supplier. The Buyer must, in all cases, notify a non-apparent defect within 1 month of receipt. If these conditions are met, the Supplier will replace any non-conforming goods (or, if this is not reasonably possible, refund the amount (or an appropriate proportion)) and reimburse all reasonable return costs. This company is solely responsible for the supply of non-compliant goods.

9.2 **Recommendations** - Recommendations or suggestions regarding the use, application, storage, handling or disposal of the goods supplied (either before or after delivery) in sales or in the technical literature or in response to an inquiry, or in any other way are given in good faith but the dependence and decision and final evaluation is the sole and exclusive responsibility of the Buyer (who must carry out previous laboratory and production tests, if necessary) and the Supplier is not responsible for such recommendations or suggestions. No warranty is given as to the quality of the goods or suitability for any specific purpose and all terms implied in ordinary or common law as to the quality, description or suitability for an end (according to the laws of any jurisdiction) are excluded, except to the extent where it is illegal to exclude such terms.

9.3 Where Supplier provides assistance to Buyer, whether in connection with installation or delivery or technical suggestions regarding goods or the like ("Services"), Supplier does so in good faith, but such services are performed subject to the warning issued in clause 9.2 above and clause 14 below.

9.4 The Supplier guarantees that the goods meet their specifications at the time of delivery and have no defective materials for a period of two months from delivery;

9.5 If any claim by the Buyer based on any defect in the quality of the products, or if the goods do not meet the requirements, the Buyer must notify us within 8 days of the delivery date, if he does not do this, we will not accept any responsibility;

9.6 It is the Buyer's responsibility upon receipt of the goods or services provided by the Supplier, to verify and test in the laboratory, quantitatively and qualitatively, as well as to carry out a small production test, to ensure conformity, qualitatively and quantitatively, with respect to the previously indicated formally;

9.7 Only complaints or requests for compensation for goods or services provided by the Supplier will be accepted, those that were not used, cut or processed by the Buyer, that is, such as were delivered to the Buyer;

9.8 Both parties agree and establish that, in cases where the Buyer (or a Supplier) will provide the Supplier with the substrate (s) to be coated, glued or laminated (s), that is, the bonding of one substrate to another substrate, with Hot Melt Adhesive Glues / Polymers, PUR adhesives or Pressure Sensitive Adhesives, in such cases, the Supplier guarantees that the handling, packaging, storage, and is done in a way that they do not suffer any damage or deterioration during the coating, laminating or direct bonding, which will be carried out according to the tests previously and mutually approved, but, this guarantee will only be valid if and only if the Customer owner (s) of the substrate (s) provide the Supplier together with its delivery note / waybill, and prior to the beginning of the Supplier's production process, the technical data sheet file of the substrates with the physical and chemical information, and what types of finishing or treatment these substrat(s) may already have substances incorporated (eg. the existence or not of: softeners, water repellents, corona treatments, nano particles, resins, glues, silicones, etc.) and that might hinder or prevent the adhesion of adhesives / polymers to these substrate (s) during or after coating, lamination or direct bonding performed by the Supplier; the Supplier also requires prior and formal communication of all quality requirements containing all information for use, physical and chemical performances, handling, composition, packaging and storage, as well as all quality and

performance and standards required at that we will be bound as well as any requirements previously required by the Buyer; the Supplier will decline any responsibility and will not accept any claims if the Buyer hides or does not transmit in advance and in a timely manner the information required by the Supplier;

9.9 The two parties recognize that: for certain types of coating, against gluing or lamination of certain types of substrates, for technical reasons, for reasons related to the production process and the substrate (s) can occur the occurrence of some reduction in the width and / or length of the substrates; the greater the roughness of the surfaces to be coated or laminated or the lower the grammage of the glue applied, established with the customer, the greater the probability of glue failures on the coated or laminated surfaces; for these reasons, among others, the Supplier cannot be responsible for such occurrences;

10. COMPENSATION, RIGHT OF RETENTION, PACT AGAINST ALLOCATION:

Contrary claims and remedies that authorize a customer to compensate, withhold, or award compensation if and only occur in writing or by law. A customer will only have the right of retention, compensation or indemnity due to claims of any contractual relationship if and only if they are not contested by the Supplier or determined by law. Supplier's express consent is required to assign such rights to the customer.

11. PROPERTY RESERVE, TITLE AND RISK:

All deliveries, current and future, are subject to the property right reservation clause. The Goods remain on our property until all current or future contingent orders and receivables are paid in full so that they are or will be entitled to your property from our business relationship with a Buyer customer. As the goods are transformed or remodeled by a Buyer customer considered as a manufacturer or an intermediary, we acquire the right of reservation of ownership, in the exact proportion that represents the Buyer's debt to the Supplier, of the Buyer's intermediate and final products. A manufacturer or intermediary processing the goods should only be considered as the security holder of the goods. In the case of reserved goods that are combined or processed with other items that acquire joint ownership in the new item in the proportion that the value of our products has for the other items. In the event that a Buyer sells the item delivered subject to proprietary rights, regardless of this condition, the Buyer assumes full responsibility for the risk and good collection of credits arising from the sale of that item to its customers or to third parties as of the date termination of the contract safeguarding all rights for the Supplier. If a Buyer includes the request that the resale of the item under the Supplier's ownership reserve, requiring the settlement of accounts on accounts in mutual checking accounts, the total amount receivable by the Supplier shall be fully considered and included in the total amount. After the settlement of the account, it is replaced by the accepted accounting balance that is considered as paid to the amount that functioned as the original current receivables account. The Supplier's sales in current account the clause of reservation of the inherent property rights, its attribution serves to give a security to the credits granted, this security safeguards the credits granted by the Supplier who can claim from the Buyer customer any fungible goods to reimburse the Supplier of any claims that the Supplier has on the Buyer. In the event that the reserved goods are sold with other goods that are not owned by us, the assignment of the resale claim is valid only for the amount of the value of our reserved goods that is the subject of resale with the other goods. In this case, the assigned order serves as a guarantee for the amount of the value of the respective products sold under the ownership retention clause. The Purchasing Customer continues to have the right to charge, provided that it fulfills its obligations in our favor. The Purchasing Customer is obliged to quote third party debtors upon our request and to notify them. Promising and transferring reserved assets, such as security, or assigning credits already assigned to us, is not allowed to the customer. Customer is obliged to inform us without delay in case of any third party action in relation to the goods delivered subject to proprietary rights or the assigned credit. In the event of a breach of contract on the part of the Buyer who will have the right to retake the goods and the client must deliver such goods, the affirmation of the reservation of property rights as well as the attachment or seizure of goods reserved by us, should not be considered termination of the contract, unless such an act is applied. We undertake to claim any claims at our discretion, to the extent that they may exceed the claims as they require additional security by more than 20% since they are based on supplies we have already paid for. We will have the right to insure the goods at the customer's expense against theft, damage from breakage, fire, water and other damages, unless the customer provides evidence that he has insured himself.

11.1 The Title deed will not pass to the Buyer until the Supplier receives full payment for the goods or services provided and all other goods that the Buyer has agreed to be provided by the Supplier. Whenever the payment is delayed or due to the occurrence of any event described in clause 9.2 the Supplier may recover or resell any assets that have not been resold (or resold subject to retention of the title clause and reservation of title) and may enter the premises Purchaser for that purpose. Securities of title to any Goods remain with the Supplier unless they are irretrievably incorporated with other goods or materials. Until the title of reservation of ownership of the goods processed by the Buyer customer, in this case the Buyer will become a depositary and fiduciary agent of the Supplier and the goods must be stored separately and identified as belonging to the Supplier and insured for their full recovery value.

11.2 The Buyer's right to use the goods or resell the goods to its customers will cease and any amounts due under the contract will become immediately payable if the Buyer is subject to any form of liquidation, judicial, tax, administrative, administration (either judgment or not); liquidation (except for a merger or restructuring and bona fide solvent); bankruptcy; any type of arrangement with creditors, any of the above, under any foreign counterpart provisions or procedures affecting the Buyer or if the Buyer proposes any of the above or if the Supplier believes that any of the above is about to occur.

11.3 All risks of the goods pass to the Buyer in the delivery of the Goods at the delivery point agreed in the contract, which in case nothing is stipulated to the contrary, Incoterms®2010 EXW Ex-Works (Rio Tinto, Portugal) is established, as delivery point at the Supplier's facilities in Rio Tinto.

11.4 All intellectual property rights in the respective goods, their manufacture, development or creation (including improvements to them) must be or remain with the Supplier and the buyer, at the Supplier's request and cost, will perform any act and sign any documents necessary to confirm these rights or transfer such rights to the Supplier.

11.5 The Buyer may not disclose to any other party any confidential information pertaining to the Supplier or to which the supplier has legal access (including, but not limited to, specifications, formulas, manufacturing processes, know-how or any technical, economic or commercial information), or use such information for any purpose, except as expressly authorized in writing by the Supplier.

11.6 In order to protect the ownership and confidential nature of the Supplier's Goods, the Purchaser may not (i) analyze or have analyzed or allow the analysis of any sample or Goods supplied by the Supplier (except as may be reasonably required for security purposes) and internal quality control by the Customer), nor (ii) copy or allow to copy the Goods supplied.

11.7 In the event of the Buyer's insolvency, bankruptcy or recovery process, both parties agree that all claims and indemnity claims that the Supplier holds on the customer's debtor are considered privileged claims, without prejudice to any other cases provided for by law or for these Standard Terms and General Conditions of Sale, the supplier may terminate this contract, with all the respective obligations and demand its immediate fulfillment, by written notification to the Client if the debtor Client ceases or delays the payment of the debt, or the company recovery or bankruptcy process is required, or if it is required by a third party or by a debtor of the Buyer or fails to protest any securities in which it is necessary, or if judicially executed, or if, in any way, gives rise to termination of its activity or a considerable decrease in its solvency or credit or, if the Buyer or any other debtor fails to comply with the obligations under these Standard Terms and General Conditions of Sale;

12 NOTIFICATION OF NON DELIVERY / DEFECTIVE DELIVERY:

12.1 The Purchaser must inform the carrier and the Supplier in writing (by someone duly authorized and qualified for that purpose, the carrier's delivery note or delivery document), within the following deadlines:

12.1.1 For the loss of an unpacked part or shipment or for damage or non-delivery of any part of a shipment or for over or under delivery, within 3 working days after delivery of the shipment or part shipment followed by a credit assessed in writing within 7 working days after the end of the transport (working days means any day other than a Saturday, Sunday or vacation or holiday in the country of destination of the goods), and

12.1.2 for non-delivery of an entire lot within 7 days of notification of the dispatch followed by a written claim valued within 14 days of the commencement of transport.

12.2 In any case, the Buyer must make a note of any visible damage, in writing, upon delivery note from the carrier at the time of delivery, as well as attach all evidence (eg photographs, samples of the damaged product, etc.).

13 EXCESS OR MISSING DELIVERIES:

If nothing has been established to the contrary, this contract, and futures, establishes that the supply of Goods and Services is subject to the rules of the international trade terms Incoterm © 2010 EXW "Ex-Works" (Rio Tinto, Portugal) for goods provided here and, yours: Weight, Length, Width or Volume of verification is the final value, and the Supplier may deliver the Goods within about 10% of the weight, length, width or volume ordered. The Buyer will pay actual weight, length, width or volume delivered within such tolerances. Without prejudice to compliance with clause 12.1.1 The Supplier shall, as soon as possible, deliver any shortages or collect any excess or fill the delivery that is outside such tolerances. Failure by the Buyer to notify the delivery outside such tolerances in accordance with 12.1.1 or any use or negotiation of these goods shall require the buyer to pay in full for them, at the price established in the contract.

14 EXCLUSIONS AND LIMITATIONS:

This section applies unless specifically agreed in writing and signed by authorized representatives of both the buyer and the supplier.

The Supplier shall aggregate the entire liability to the Buyer in respect of any claim or series of claims related to an act arising out of a contract, offense (including, without limitation negligence), breach of statutory legal duties, false representation (unless fraudulent), strict liability or otherwise, is limited to replacing the Goods or refunding the purchase price for affected goods.

14.2 If the claim relates only to the services provided, the Supplier shall aggregate full responsibility to the Buyer for any claim or series of claims related to the act arising from the contract, offense (including, without limitation, negligence), breach of duty legal, misrepresentation (unless fraudulent), strict liability or not, limited to replacement of goods or refund of purchase price for affected affected goods.

14.3 The supplier shall under no circumstances be held liable by the buyer for loss of profits, loss of margin, loss of contracts, loss of business, loss of reputation or any direct or indirect or consequential losses arising out of or in connection with the Contract .

14.4 Nothing shall exclude, restrict or limit the supplier's liability (i) for fraud or (ii) gross negligence or (iii) death or personal injury relating to the supply of goods or services and arising from the supplier's negligence, or (iv) under any applicable laws for which liability cannot be contracted out.

14.5 the Buyer will use its best efforts to minimize or reduce any amount claimed.

14.6 Any claim made or action initiated by the Buyer must be brought within one year from the date of shipment by the Supplier.

15 USE CONTROL AND EXPORT CONTROL:

15.1 The Buyer must not provide to import or export goods contrary to the rules established in the United States, United Nations, European Community or other sanctions, or (b) other applicable export or import restrictions.

- 15.2** The Goods must in no way be used or disposed of or sold in connection with any actual or suspected use relating to (a) its delivery systems for nuclear, chemical or biological weapons or, or (b) precursors to prohibited substances or controlled.
- 15.3** Delivery or other agreements that the supplier agrees or is obliged to carry out beyond the point of delivery, as INCOTERM agreed @ 2010 will be considered as the Buyer's agent and the Buyer must pay all fees, charges or expenses incurred. Goods not taken by the Buyer or the Buyer's carrier may be stored at the Buyer's expense and risk;
- 15.4** The Buyer shall reimburse the Supplier for any additional costs or expenses incurred as a result of any delay or failure by the Buyer to perform its export obligations;
- 15.5** The 1980 United Nations Convention on the International Sale and Purchase of Goods (Vienna Convention) and the United Nations Convention on the Limitation Period for the International Sale and Purchase of Goods Convention, as amended, do not apply, but international rules for the interpretation of terms of trade (INCOTERM @ 2010) is applicable, except where they conflict with the provisions of the conditions;
- 15.6** The Buyer must inform the Supplier in advance of any special requirements required for the import of goods into the country of destination.
- 15.7** The Buyer will be responsible for transmitting clear, accurate and timely information in this regard and shall indemnify the Supplier for any costs, losses or damages suffered by the Supplier, or if the Buyer provides inaccurate or late information or is otherwise according to section 15 and its clauses.
- 16 BUYER'S OBLIGATIONS:**
- 16.1** The Purchaser must not use any trademarks, registered or not, of the Supplier or the names and commercial references for commercial resale of the Goods supplied.
- 16.2** The Buyer shall indemnify the Supplier against all third party claims, losses, costs and expenses (including legal and tax costs) suffered or incurred by the Supplier in relation to the Goods arising directly or indirectly from any acts or omissions of the Buyer, its employees or agents in this regard.
- 17. APPLICABLE LAW:**
- It is freely established and agreed between the contractual parties that only Portuguese law is applicable. The Uniform Law on the International Sale of Goods, as well as the Uniform Law on the Formation of Contracts for the International Sale of Goods will not be excluded. Portuguese law is also applicable to future commercial transactions. The Contract will be governed and interpreted in accordance with Portuguese law. The Buyer agrees that: a) he will submit to the exclusive jurisdiction of the Portuguese commercial courts of the District of Porto in Portugal and b) that the Supplier has the right to have the exclusive jurisdiction of the Portuguese courts.
- 18. PLACE OF COMPLIANCE, PLACE OF JURISDICTION AND COLLATERAL PROVISIONS:**
- a)** The place of performance must be Porto or Rio Tinto in Portugal.
- b)** Place of jurisdiction must be that of the company's headquarters, FERCOS - Indústria de Termocolantes, Lda., in Porto, Portugal, as long as both parties to the contract are traders and are registered as such in the commercial register.
- c)** If any provisions of this agreement are or are considered invalid or void, the validity of the remaining provisions will not be affected. Contractual parties must replace invalid or null provisions with valid provisions that serve the original purpose of the invalid or null provision as far as possible.
- Effective from September 1, 2013



FERCOS - INDÚSTRIA DE TERMOCOLANTES, LDA.
A GERÊNCIA N.I.F. : 500 602 212

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