

## GENERAL TERMS AND CONDITIONS OF PRODUCTS SUPPLY

**PRELIMINARY NOTE:** The word “Agreement” means the very Purchase Order, with its exhibits and this General Terms and Conditions of Products Supply.

### 1. - PURPOSE –

1.1 The purpose herein is the supply, by SUPPLIER to PURCHASER, without exclusivity nature, of the products described in the Purchase Order, in the quantities, methods, place and in the delivery deadlines defined by PURCHASER, based on the criteria established in such Purchase Order, in this Agreement and its exhibits;

1.2 For the cases of a Purchase Agreement, the consumption forecast set out by PURCHASER is merely estimation and does not imply PURCHASER commitment to make the purchase in minimum or maximum amounts. The effective request of the necessary quantities shall be given through the issuance by PURCHASER of the Delivery Order of the products.

### 2 – INTELLECTUAL PROPERTY –

2.1 All work, results, reports and any documents obtained and/or prepared by PURCHASER or SUPPLIER in the execution of the supplies contracted herein shall be the exclusive property of the PURCHASER.

### 3 – INTEGRAL DOCUMENTS –

The following documents are part of the Purchase Order herein formalized, regardless of its transcription, shall have full validity, except insofar as they have been modified by this instrument:

- a) Purchase Order Scope;
- b) Policy on Business Conduct and Conflict of Interest;
- c) General Conditions of Taxation; and
- d) Anti-corruption policy

3.2 Any agreements, adjustments, sections and conditions previously established between the parties are expressly revoked, in everything that contraries the provisions of this Purchase Order

### 4 – SUPPLY PROCEDURE AND CONDITIONS –

4.1.1 The parties hereby agree that if **SUPPLIER** anticipates any product delivery, without the acceptance of **PURCHASER**, it, in its sole and exclusive discretion, may:

4.1.2 Accept the product, without the corresponding anticipation of the date of payment or addition to the amount due; or

4.1.3 Return the product to **SUPPLIER**;

4.1.4 If the **PURCHASER** decides to return the product, the **SUPPLIER** shall bear all costs of the return, and if the **PURCHASER**, exceptionally, bear this cost, it is already authorized by **SUPPLIER** to discount the amount corresponding to this cost of the next payment due to the **SUPPLIER**. If there is no future supply, **SUPPLIER** shall deposit the amount due in a bank account to be indicated by **PURCHASER**, within a maximum period of ten (10) days as of the date of receipt of correspondence from **PURCHASER** in this regard;

4.2 The **SUPPLIER** undertakes keep in stock, for prompt delivery, quantities corresponding to thirty (30) days of consumption for each product indicated in the agreement;

4.3 The **PURCHASER** may reduce or cancel the quantity of the products, provided that it does so within a minimum period of ten (10) days prior to the date designated for the delivery of the products;

4.4 The **SUPPLIER** shall be responsible for delivering the products described in the agreement,

in perfect conservation and in operation/use conditions for the purposes for which they are intended, according to Technical Specifications in the agreement;

4.5 The **SUPPLIER** ensures that if the transport of the product has been contracted under its responsibility, it is carried out by means of an appropriate vehicle to transport the product subject matter herein, within the schedule of deliveries established between the parties.

## 5 – PRODUCTS RECEIVING –

5.1 The **SUPPLIER** obligation to supply the requested product shall only be deemed complied with upon the actual receipt and acceptance of the product by **PURCHASER**. The product shall be deemed to have been received and accepted by **PURCHASER** when: (i) delivered at the time and place indicated by **PURCHASER** and (ii) verified by **PURCHASER** that the product complies with the technical specification described in the agreement, product received by the technical area of **PURCHASER**;

5.2 Faults or malfunctions found on receipt of the product caused, among other reasons, due to bad packaging, insufficiency or improper packaging, must, at **PURCHASER** discretion, generate reimbursement or replacement to **PURCHASER** by **SUPPLIER**, within ten (10) days counted from the receipt by **SUPPLIER** of written communication from **PURCHASER**, in this sense;

5.3 At **PURCHASER** discretion, should be replaced or reimbursed by **SUPPLIER** for the product that, although received, is defective, when delivered in closed packages that do not show signs of failure, within a maximum period of ten (10) days counted from the receipt, by **SUPPLIER**, of written notice from **PURCHASER** in this regard.

## 6 – PRICE, INVOICE AND PAYMENT –

6.1 The **PURCHASER** shall pay to **SUPPLIER** the price of the product, according to the commercial specifications provided for in the agreement;

6.2 The invoices/bills to be issued by **SUPPLIER**, in two copies, shall contain the following data: (i) **PURCHASE ORDER** number; (ii) Product Specifications as indicated by **PURCHASER** and (iii) Purpose of the Product as directed by **PURCHASER**;

6.3 If invoices/bills and **SUPPLIES** are in compliance the provisions of this instruments, **PURCHASER** shall make the payments due exclusively through deposit in the checking account of **SUPPLIER**, within the period established in the agreement;

6.4 Any changes to the bank information must be informed by **SUPPLIER** in written mail to **PURCHASER**, ten (10) days in advance of the date scheduled for the next billing;

6.5 The **SUPPLIER**, without the express consent of **PURCHASER**, is expressly forbidden, in whole or in part, from assigning, disposing of, transferring or making a discount with third parties, whatever the title, of the credits arising from this agreement.

6.6 If **PURCHASER** finds errors, faults and/or divergences in the Supplies and/or collection documents submitted by **SUPPLIER**, the payment period shall only start as of the date of resubmission by **SUPPLIER** of the documents duly rectified and/or regularization of the Supplies, without any addition to the amounts dues;

6.7 If **PURCHASER** finds any irregularity in an invoice/bill already paid, **PURCHASER** may choose to deduct this amount from the next payment or notify **SUPPLIER** to return **PURCHASER**, amounts paid in excess of a maximum of five (5) days From the date of receipt of such notification.

6.8 **PURCHASER** shall not receive any Invoice issued by **SUPPLIER** for which **PURCHASER** has not been sent a Purchase Order or Delivery Order exclusive to that invoice.

## 7 – EFFECTIVENESS –

7.1 The effectiveness term of this instrument is set forth in the Purchase Order.

## 8 – SUPPLIER OBLIGATIONS

8.1 The **SUPPLIER** is responsible for any indemnity due as a result of damages and/or damages caused by its action or omission or its employees and subcontractors, **PURCHASER** and/or third parties, as a result of nonobservance or violation of legal provisions, regulations or positions applicable to the execution of the supplies, and for damages suffered by **PURCHASER** due to the non-adequacy of the supplies to the scope provided in this contract. These obligations of **SUPPLIER** shall survive the termination of this agreement and shall remain valid and in force as legally enforceable;

8.2 If transporting is the responsibility of **SUPPLIER**, it undertakes to keep all necessary insurance for the performance of the agreement;

## **9 – CONFIDENTIALITY –**

9.1 The **SUPPLIER** undertakes to maintain, and cause the persons employed by it in the execution of the supply of the products to maintain, the absolute confidentiality of any data, materials, documents, technical or commercial specifications, innovations or improvements of **PURCHASER**, that they come to be aware of in any way or to be entrusted with the development of the commercial relations referred to herein are of interest to **PURCHASER** or third parties involved, and must not, on any pretext or excuse, by action or omission, with intent or not, disclose or reproduce to strangers of the legal relationship agreed upon, unless express consent is granted by **PURCHASER** in a specific document.

## **10 – GUARANTEE AND RESPONSIBILITIES FOR THE SUPPLY –**

**10.1** Notwithstanding the provisions of section five herein, **SUPPLIER** shall be responsible for the quality of the product supplied, replacing it without any liability to **PURCHASER**, of whatever nature, when it presents any defect, or does not correspond to the specification described in the agreement, even if such defect is verified upon receipt of the product by **PURCHASER** under this agreement.

## **11 – ASSIGNMENT –**

11.1 This agreement shall not be subject of assignment, transfer or subcontracting by any of the parties.

## **12 – TOLERANCE –**

12.1 The tolerance of one party towards the other, regarding noncompliance with any obligations assumed in this agreement, does not imply novation or waiver of any right, constituting a mere liberality that shall not prevent the tolerant party from demanding from the other the faithful and complete compliance with this agreement.

## **13 – FINES –**

13.1. Except for the occurrence of acts of God or of force majeure, thus considered in the sole paragraph of art. 393 of the Brazilian Civil Code, or other reason that may be deemed fair to **PURCHASER** inspection, **SUPPLIER** shall be subject to a fine of two percent (2%) of the Purchase Order, limited to ten percent (10%), by the occurrence of each contractual default.

## **14 – TERMINATION –**

14.1 The Purchase Order may be terminated, without right to compensation, under any title, by both parties and without cause, provided that a written communication is provided, with prior written notice of thirty (30) consecutive days;

14.2 The Purchase Order may be automatically terminated due to default on the obligations agreed in this instrument.

## **15 – SOCIAL RESPONSIBILITY –**

15.1. The **SUPPLIER** states for all purposes that:

- a) It does not make direct or indirect use of child labor or forced labor in its activities;
- b) It ensures safe and healthy work environment, with Safety, Health and Environment Program;
- c) It guarantees the freedom of association of its employees;

- d) It does not allow any type of discriminatory act or situation;
- e) It does not allow abusive disciplinary practices;
- f) It is aware of and applies the current legislation, mainly, but not limited to, labor and environmental legislation.

## **16. ENVIRONMENTAL LAW AND REGULATIONS –**

16.1 The Supplier undertakes to strictly comply with the legislation concerning the environment, at the federal, state or municipal level, either by itself, its agents or third parties used by it for the supply subject matter herein, being obliged to reimburse PURCHASER all damage caused by the non-compliance with said environmental legislation, and, regardless of the existence of fault, to respond, at any time, to damages caused to the environment and to third parties that occur due to failure to supply, subject matter herein, indemnifying or repairing its consequences, whether PURCHASER, third parties, or the Government.

16.2 The **SUPPLIER** guarantees that the supplied products are not and do not contain the following substances:

PCBs (Polychlorinated Biphenyls); CFCs (Chlorofluorocarbons); Asbestos; Refractory Ceramic Fibers; Organochlorines; Organophosphates; Lead and chromate in paints or lubricants; Cadmium and Antimony, in paints, welding or metals; Mercury (in measuring instruments and electrical/electronic components); Aromatic or chlorinated solvents, formaldehydes or forming substances, methyl or ethyl glycol or their acetates, nitrosamines and compounds capable of forming it, perchlorethylene and trichloroethylene; Benzene derived from inks (contaminated alpha/beta naphthylamine); Chloroform; Methylene chloride; Methylchloroform; Oils (petroleum hydrocarbons) other than severely hydrotreated and refined solvents; Ortho-Toluidine; Sensitizers (Toluene di-isocyanates and acrylates);

16.3 Products as reagents and/or used in instruments for chemical analysis in the laboratory are excluded from the above requirements.

16.4 For chemicals supplied and/or used in the performance of this agreement, the respective "CHEMICAL SAFETY DATA SHEET" – MSDS, in addition to the EMERGENCY SHEET, must be sent in advance, according to legislation in force.

## **17.– ANTICORRUPTION POLICY PROCEDURES**

### Verification Rights

17.1. During the term of this Agreement and for a period of five (5) years after the conclusion or termination of the contractual terms and conditions, CONTRACTOR agrees to preserve the books, data and records that document with accuracy and integrity all services performed, Payments received or made (in goods or cash) and expenses incurred by CONTRACTOR on behalf of the CONTRACTING PARTY or in any way connected with the performance of this Agreement.

17.2. To verify compliance with the terms of this Agreement and purposes of the CONTRACTING PARTY' Anti-Corruption Policy, the CONTRACTOR acknowledges that the CONTRACTING PARTY, from time to time and upon written notice, has the right to inspect all CONTRACTOR books and records relating to the execution of this Agreement and to payments received or expenses incurred as a result thereof. CONTRACTOR agrees to promptly provide the CONTRACTING PARTY with any additional information that may be required to verify the compliance of the records with this Agreement.

### Specific Termination

17.3. Without prejudice to the other termination conditions set forth in this Agreement, in the event of any violation of the representation, guarantees, sections, conditions or any breach of any substantial term of any other agreement by **CONTRACTOR**, and that relates to the purposes of the Anti-Corruption Policy, **CONTRACTING PARTY** may, at its own discretion and

in addition to any other remedies provided by law or in this Agreement, promptly terminate this Agreement without the obligation to comply with prior notice and indemnity payment, and **CONTRACTOR** agrees to exempt and indemnify the **CONTRACTING PARTY** from any and all claim, loss or damage arising out of or related to such breach. In the above case, all payments pending from the **CONTRACTOR** in relation to the subject matter contracted, shall be immediately suspended and/or canceled at the discretion of the **CONTRACTING PARTY**, and if there is evidence of a violation of the **CONTRACTING PARTY** Anti-Corruption Policy, the **CONTRACTOR** shall return to **CONTRACTING PARTY** all payments received in connection with the performance of this Agreement.

#### Annual Certification

17.4. The **CONTRACTOR** shall annually certify, in writing and through its legal representative, its compliance with all **CONTRACTING PARTY** laws, rules, conventions, agreements, decrees and corporate policies. The **CONTRACTOR**, by means of a Specific Certificate to be provided by the **CONTRACTING PARTY**, shall certify that it has not done, offered to make or accepted to make a loan, concession, favor, donation or other payment by itself, directors, agents, employees, contracted third parties including temporary, **CONTRACTOR** representatives or consultants, directly or indirectly, in merchandise or money, for or for the benefit of any public official or agent or any person appointed or nominated for commissioned positions or public office, government official, political party, political party representative, candidate for political office or division of any government subdivision, or any person elected, appointed or otherwise designated as an employee or representative thereof to secure, pursue business, influence any decision and/or obtain any benefit to the **CONTRACTING PARTY**. The **CONTRACTING PARTY**, at its discretion and regardless of the periodicity provided in this section, may request the **CONTRACTOR** to immediately ratify the certifications listed above.

#### Review and Recognition

17.5. The **CONTRACTOR** states that it has received the **CONTRACTING PARTY** Anti-Corruption Policy and certifies that it has read, understood and agrees with all its conditions and, therefore, shall not take any action that may be interpreted or considered as a violation of the purposes of this Anti-Corruption Policy, including in the culpable nature. Also, the **CONTRACTOR** guarantees that its agents, consultants, representatives, directors, officers and employees, including third parties and temporary agents, shall carry out the services described in this Agreement in accordance with the applicable legislation and according to such Policy.

#### General Compliance with Laws (including import/export)

17.6. The parties undertake to maintain throughout their relationship (negotiation, execution and termination) compliance with all applicable laws and regulations in the performance of their obligations under this Agreement, including, without limitation, the Foreign Corruption Practices Act (FCPA) and other applicable anti-corruption laws, in addition to all applicable import/export laws and regulations. The **CONTRACTOR** acknowledges that the **CONTRACTING PARTY** is not required by this Agreement to engage in any act or action, which, in the opinion of the **CONTRACTING PARTY**, may be considered a violation of the applicable law, rule, regulation, decree or guideline to the **CONTRACTING PARTY** or to **CONTRACTOR**.

#### Prohibition of Bribery

The parties shall not allow, directly or indirectly, payments or transfers of values for the purpose or effect of corruption, public or commercial bribery, or any conduct that may be seen or construed as infringing the purposes of the Anti-Corruption Policy and shall neither accept nor permit any type of extortion, bribery or other unlawful or improper means to conduct business or obtain any other benefit.

17.7. The **CONTRACTOR** undertakes, by itself and its partners, directors, agents, employees and/or any person working on its behalf, which it shall not do in relation to the services and transactions contemplated in this Agreement or any other commercial service or transaction involving **CONTRACTING PARTY**, neither payment nor shall it provide or transfer anything of value, directly or indirectly, to:

- (1) any public official, public agent or any other person appointed for commissioned positions or a civil service including officials of public or semi-public undertakings, public autarchies or international organizations and any other types of company which reviews or submits itself Rules of public law;
- (2) any political party, agent or official of a political party or candidate for public office;
- (3) any other person or entity if such payment or transfer breaches any applicable anti-corruption law; or
- (4) any intermediary for the purpose of payment of any of the aforementioned.

#### Representations and Warranties

17.8. The **CONTRACTOR** represents and warrants that:

- (1) The **CONTRACTOR**, its partners, directors, agents, attorneys, employees, representatives, consultants, administrators, third parties contracted, including temporary employees and other persons directly or indirectly acting on its behalf, shall not pay, offer payments, make promises of payments or authorize the payment, directly or indirectly, in cash or in any merchandise of value, to any public official, public agent or any person named or appointed for commissioned positions or public office, government official, political party, party representative, candidate for political office or division of any government subdivision, or any person elected, appointed or otherwise designated as an employee or representative thereof to secure, pursue business, influence any decision and/or obtain any benefit to the **CONTRACTING PARTY** with this Agreement. The **CONTRACTOR** acknowledges that, pursuant to the purpose of this section, a "government agent" may include an officer or agent of a business entity in which a government agency has an ownership interest or over which it exercises control, participation or otherwise acts, as well as its agents, representatives and employees of public international organizations;
- (2) No partner, director, agent, employee, representative or consultant, administrator, third parties contracted, including temporary employees, of **CONTRACTOR**, or even close relative (spouse, children, parents and brothers and sisters) is or was, during the last year, agent, server or public official, commissioned or not, or performs or has held a public function or position including the employees of a governmental corporation or public international organization, the federal, state and municipal government, government agency, including those under special regime, public foundations, society of economy public-private partnership and any other type of society that reviews or is subject to the rules of public law or even of any political party, agent or official of a political party or candidate for public office. The **CONTRACTOR** declares that it shall notify the **CONTRACTING PARTY** immediately in writing if any of these persons assume any of these positions and at the same time remain a member, director, agent, partner, consultant, administrator, attorney, counselor or representative of **CONTRACTOR**;
- (3) All information submitted by **CONTRACTOR** to the **CONTRACTING PARTY**, under applicable law and policy, is complete, true and accurate, assuming full responsibility for its accuracy. **CONTRACTOR** shall not prepare, approve or execute any agreement, registration or document that may be viewed or interpreted as false, inaccurate or

incomplete, or that it may face the purposes of the Anti-Corruption Policy, applicable laws and regulations;

- (4) It is a private legal entity, complying with all legal requirements, regulations and accounting control applicable to its economic activity, including only legitimate business and lawful legal origins and declared the supervisory authorities, as well as being duly qualified to render services provided for in this Agreement;
- (5) It has no current or potential relationship that creates a conflict of interests that limits or in any way obstructs the execution of the services stipulated herein or may be viewed or interpreted as current or potential conflict of interest;
- (6) It is a fully qualified company to provide the services covered by this Agreement, in accordance with applicable laws, rules, regulations, decrees and other guidelines, and holds the necessary licenses or concluded such registrations as necessary or required for the execution of its activities and obligations described in this Agreement; and
- (7) CONTRACTOR, its partners, directors, agents, attorneys, administrators, partners, employees, consultants or representatives have not been convicted, convicted or indicted of any fraud involving corruption, fraud or moral/ethical clumsiness, and none of these persons has been listed by government agencies as excluded, suspended, allegedly suspended or excluded or otherwise unsuitable for government procurement programs, or otherwise mentioned in publicly publicized acts involving them in the promotion or facilitation of unlawful or obscure business, in the practice of acts that impute in commercial and/or reputation discredit of the CONTRACTING PARTY.

17.9. Thus, the **CONTRACTOR** hereby agrees to provide prompt written notice to **CONTRACTING PARTY** if, at any time, and during the term of this Agreement, a breach of any warranty, representation or statement herein is made (or is believed to have occurred). The notices mentioned should be forwarded to:

Alcoa Alumínio S/A

C/o. Legal Director

[Address] Avenida das Nações Unidas, 12.901, Torre Oeste – 16º Andar São Paulo – SP –

Brazil

Telephone: +55 (11) 33296-3200

Fax: +55 (11) 3296-3024

17.10. The CONTRACTOR agrees to cooperate fully and in good faith with CONTRACTING PARTY and its representatives in the event of any actual or potential breach by CONTRACTOR or its partners, directors, agents, employees, administrators, attorneys or representatives for the purposes of the Foreign Corruption Practices Act (FCPA) or any applicable anti-bribery law, or any warranty, representation or statement herein, including by being available for interviews with its partners, directors, agents, employees, administrators, attorneys or representatives.

#### Payments

17.11. The **CONTRACTOR** acknowledges and agrees that:

- (1) All payments made on account of this contracting shall be nominal and effected by electronic transfer to a bank account owned by the latter or by administrative check issued by the CONTRACTING PARTY, and shall be paid in the country and places in which CONTRACTOR habitually carries out its business, outside Regularly contracted or where it is regularly established;
- (2) The CONTRACTING PARTY has the right to suspend or withhold payment if there is any investigation into suspected violations of the prohibition of bribery, the purposes of the anticorruption policy and any applicable anti - corruption law and/or the Foreign Corruption Practices Act (FCPA), or if there are publicly reported acts involving CONTRACTOR in the promotion or facilitation of unlawful or obscure business, or in connection with the practice of acts that may result in commercial and/or image disrepute of the CONTRACTING PARTY. In the event of publicly notorious acts involving commercial and/or image disrepute of the CONTRACTING PARTY, all payments already made to the CONTRACTOR, and related to the violation for the purposes of the Anti-Corruption Policy, shall be fully refunded to the CONTRACTING PARTY, without prejudice to Criminal, civil and administrative penalties provided for in specific legislation;
- (3) The **CONTRACTING PARTY**, under no circumstances, shall make any payment in connection with this Agreement directly to any CONTRACTOR member, director, agent, employee, administrator, counselor, solicitor, representative or consultant; e
- (4) No request for cash payment, goods, including movable and/or immovable property or equivalent, shall be accepted by the CONTRACTING PARTY.

#### Assignment or Transference

17.12. The CONTRACTING PARTY has chosen the CONTRACTOR in accordance with its experience in the market, including its approved qualification according to the Supplier Qualification Index (SQI), its commercial reputation, ethics and compliance with applicable laws and policies. Accordingly, no right or obligation in connection with this Agreement, including, without limitation, the right to receive payments, may be assigned, transferred or subcontracted to third parties without the prior and express written consent of the CONTRACTING PARTY through a specific and signed private instrument by their attorneys and/or legal representatives.

17.13. The CONTRACTOR shall not use or employ any public agent or any person nominated or nominated for commissioned positions or public office, government official, political party, political party representative, candidate for political office or division of any government subdivision, or any elected person, appointed or otherwise designated as an employee or agent thereof to secure, pursue business, influence any decision and/or obtain any benefit to the CONTRACTING PARTY or entity related to the performance of the obligations set forth in this Agreement without prior written approval of the CONTRACTING PARTY through a specific private instrument and signed by its attorneys and/or legal representatives.

#### Specific Indemnification

17.14. In case the actions and/or omissions of **CONTRACTOR**, its partners, directors, agents, administrators, consultants, advisers, representatives, employees, including third parties and temporary employees, matter in violation or noncompliance with the provisions contained in this section, in the Anticorruption Laws and Policy, shall result in any losses, damages, infractions, fines, penalties, general damages, costs or expenses that may be suffered, incurred or assigned to the **CONTRACTING PARTY** at any time and regardless of the contractual term, **CONTRACTOR** accepts and agrees, expressly and irrevocably, by means of this Agreement, to indemnify the **CONTRACTING PARTY**.



18.1 PURCHASER, at its discretion, shall audit the legal, administrative and operational aspects of SUPPLIER. Failure to carry out such audit by PURCHASER does not relieve SUPPLIER of all its legal and contractual obligations.

#### **19 – JURISDICTION –**

The Parties elect the Jurisdiction of the Judicial District of the place of purchaser' establishment that received the product, to settle any doubts arising from this agreement, and the parties waiver to any other, however privileged it may be.