

GENERAL SALES CONDITIONS

1. General Sales Conditions

- 1.1. These "General Sales Conditions" govern all supplies and are an integral part of Eirich Offer.
- 1.2. Placing a Purchase Order implies knowledge and acceptance from the Customer to these "General Sales Conditions", which override any brochures, catalogs and / or other documents issued on informational purposes.
- 1.3. These "General Sales Conditions" have full effect and obligation, except as expressly modified by the Offer or by written agreement between the parties.

2. Prices Adjustments

- 2.1. Prices quoted in the Offer relate solely to equipment and / or materials and / or services specifically listed therein, and which constitute the scope of supply.
- 2.2. If Customer requires modifications in the Offer, the price will be amended in accordance with the changes requested.
- 2.3. The prices quoted are for equipment Ex-Works Eirich Factory in Jandira, São Paulo, Brazil, in the quantities and characteristics specified and should be adjusted, if applicable, in accordance with current legislation and according to the conditions set forth in the Offer.
- 2.4. All prices presented in the Offer are net prices without taxes and without packing, unless it is distinct instructed in the Offer.

3. Acceptance of Purchase Order

The Purchase Order shall be deemed valid for Eirich after receiving formal written Purchase Order from the Customer, the payment of the deposit (if existent) and clarification of any eventual pending issues that prevent its processing.

Eirich will have seven (07) working days to formally confirm, in writing, the complete or partial acceptance of the Purchase Order. Prior to the written formal acceptance by Eirich, no obligation can be attributed to Eirich.

4. Payment Condition

- 4.1. Payment terms and conditions will be defined in the Offer.
- 4.2. Customer shall not suspend or reduce payments based on claims disallowed / not recognized in writing.
- 4.3. The payments of progressive plots before the invoicing will be performed on submission of request for payment and receipt, as described in the Offer.
- 4.4. Plots paid after the due date will be corrected by the LIBOR, plus interest of twelve percent (12%) per year, being Eirich authorized to issue complementary plot corresponding to this difference.

5. Delivery

- 5.1. The provided delivery is set out in the Offer. The date for beginning the count of those periods shall be the acceptance date of the Purchase Order by Eirich.
- 5.2. Delivery is subject to extension by the number of days needed to recover delays in the services and / or production arising from:
 - 5.2.1. Changes in the provision requested by the Customer.
 - 5.2.2. Failure delayed caused by the Customer, in the payment of the plots.
 - 5.2.3. Oscillations of the electrical grid, causing electric shock or any other external factors relating to the electricity grid; physical damage resulting from collision, flood, lightning, fires, explosions, civil unrest, wars, strikes, riots or any other factor characterized as a case of unforeseeable circumstances or majeure force.
 - 5.2.4. Any acts or omissions of the Customer that may interfere with the running of the services or manufacturing.
 - 5.2.5. Delays of subcontractors or carriers that escape the control of Eirich.
 - 5.2.6. Delay in approval of drawings by the Customer.
 - 5.2.7. Delay in obtaining imported parts due to government restrictions.

6. Lien



The Pioneer in Material Processing

Eirich Industrial Ltda.
Estrada Velha de Itu, 1500
06612-250 – Jandira – São Paulo – Brasil

+ 55 11 4619-8900
eirich@eirich.com.br
www.eirich.com.br

Every sale is held with a PACT OF LIEN. Thus, the Invoice does not transfer to the customer the ownership of the good, which will only become effective after the settlement of all payment. Failure to pay any installment due, characterized by the protest of the title will allow Eirich to the resumption of the good, and the customer losing any amounts paid. All expenses regarding the returning of goods, including costs and attorney's fees in case of resumption order, will be exclusively borne by the Customer.

7. Delivery Transportation Packaging

7.1. Delivery shall be Ex Works Factory Eirich in Jandira, São Paulo, Brazil from Mondays to Fridays, in the period between 8:00 to 16:00 hours, except if it is differently instructed in the Offer.

7.2. Shipments will be performed under the responsibility and risk of the Customer. Any Eirich liability shall cease upon delivery at Eirich Factory Facilities in Jandira, São Paulo, Brazil, except if it is differently instructed in the Offer.

7.3. Upon completion of equipment or materials manufacturing, Eirich will inform the Customer in writing that the goods are available for the shipment.

7.4. Customer must provide the transportation and safe insurance transport of the equipment within a maximum of three (3) days, counting from the date of the issuing notice.

7.5. If the Customer does not remove the equipment by the stipulated date, Eirich reserves the right to store them at the Customer's own risk and, for all purposes, shall be considered released for billing. Elapsed the thirty (30) days deadline after the date on which Eirich has made the equipment or materials available to the Customer, Eirich may, in its sole discretion, dispatch them to the location indicated by the Customer, running all expenses with freight charges, insurance and shipment at the Customer's own risk. If the Customer does not have state or local storage available, Eirich reserves the right to dispatch the material to a third-party warehouse, running all the expenses for freight, insurance, shipping and storage at the Customer's own risk.

7.6. Eirich is not responsible for the equipment not removed within thirty (30) days mentioned in the previous item.

7.7. It is established that, regardless delivery is performed as per the item 7.5, the Customer is full responsible for the correct and proper storage of equipment at the delivery location, and therefore after delivery, Eirich shall not be liable for any problems that may arise from the storage process, whether made in Eirich establishments, third party or from the Customer, or for any damages or equipment losses due to flooding, floods, theft, fire, etc.

7.8. Shall be the sole responsibility of the Customer, the arrangements and the costs of equipment delivery at different locations from the places originally stipulated.

7.9. Customer complaints about the aspects or quantity of equipment, object of supply will only be accepted if submitted in writing within a maximum of five (5) days, counting from the date of delivery. Elapsed this period, the provision will be deemed complete and approved.

7.10. The packaging of the equipment, if included in the scope of supply will be provided in strict accordance with details specified in the Offer.

7.11. The equipment might be billed and delivered in installments.

8. Drawings, Documents, Data and Information

8.1. Eirich will provide only the technical documents that have been entered into the Offer, in the amounts and terms described in the Offer. As for technical documents, please read and understand: assembly drawings, parts lists, manuals, etc.

8.2. Any technical document will only be provided after placement of the formal Purchase Order by the Customer.

8.3. For equipment manufactured in Brazil technical documents will be provided in Portuguese, for imported equipment, in English. Technical documents in Spanish will only be provided if specified in the Offer.

8.4. Equipment data that appear in catalogs, brochures, ads, etc. are only approximate indications; they are not mandatory values and can be changed at any time.

8.5. All drawings, documents, data and information provided to the Customer remain as property of Eirich and should be treated as confidential and may not be transferred to third parties without prior written approval of Eirich, except if it is differently instructed in the Offer.

8.6. Drawings, documents, data and information involving "know-how", trade secrets and manufacturing details will not be provided, in any event or circumstances, as they are considered to be non-negotiable industrial propriety.

9. Assembly, Assembly Supervision

- 9.1. When the assembly, whether included in the Purchase Order or in a specific contract, is in charge of Eirich, it only starts when the Customer's responsibility conditions discriminated in the Offer are fulfilled.
- 9.2. Eirich is not responsible for mounted equipment that were not part of their scope of supply.
- 9.3. When the assembly is not in charge of Eirich (mounted by the Customer or its contractor):
- 9.3.1. Eirich should be convened in time for the Technical Delivery, which will be carried out according to the services offer sent on this occasion. Due to the Technical Delivery, the technical staff from Eirich will check the general conditions of the installation and / or assembly and follow the startup of operation. In this phase and if everything is correct, Eirich staff will be issuing a Technical Delivery document, which will feature the perfect and smooth operation of the equipment.
- 9.3.2. The initial startup of the equipment without Eirich's presence and observance, except with the expressed written consent of Eirich eliminating the presence of its coach due to the Technical Delivery, will void the equipment warranty.

10. Adjustments Assembly.

- 10.1. Normal assembly adjustments:
- 10.1.1. The assembler must take the utmost care in these settings, in order to not compromise the equipment, changing its operating characteristics or durability.
- 10.2. The following are considered to be as Normal Adjustments: small clippings spouts, pipes, flanges, seals, openings in decks, etc. and where there is no significant addition or removal of material or welding. These adjustments are mainly due to manufacturing tolerances of the various components and assembly that, accrued, may influence the binding elements and fixation.
- 10.3. The following are considered Extra Supplies and will be charged and executed only after the formal approval by the Customer of the Specific Eirich Offer:
- 10.3.1. Any service, equipment or materials not specifically mentioned in the Offer, as well as the confirmation of Eirich Purchase Order.
- 10.3.2. Additional requests made by the Customer during the assembly and due to addition, change or supplementation.
- 10.3.3. Changes caused by error attributable to Customer, either during the design, manufacture or assembly of equipment.
- 10.3.4. Changes required in assembly step previously approved.
- 10.3.5. Interruption of the work causing the staff to stop its activities through the fault of Customer, duly registered in the Daily Work Report.
- 10.3.6. Any other reasons, e.g., electricity outage, compressed air, access, inadequate foundations, lack of safety conditions or work conditions in the area, lack of material supply by the Customer, etc..
- 10.3.7. Recovery or adapting of parts or equipment that may be inappropriate for the operation caused the Customer.
- 10.3.8. Extra expenses performed in order to recover schedule delays attributable to the Customer (overtime, new hires, additional equipment not originally planned, etc.).

11. Inspection and Testing Equipment

- 11.1. Eirich equipment are manufactured, inspected and approved according to Eirich technology, for which there are internal rules governing the matter.
- 11.2. Equipment can be inspected by the Customer in accordance with the script contained in the Offer.
- 11.3. If Customer chooses to perform additional tests not originally considered in the Offer, these additional tests will be subject to:
- 11.3.1. Technical feasibility and possibility of running the test at Eirich factory facilities in Jandira, São Paulo, Brazil.
- 11.3.2. Approval of Specific Offer for this purpose.
- 11.4. Eirich will notify the Customer in writing that the equipment is ready for inspection and will also fix the number of days to the inspector formally designated by the Customer to attend this notification for this purpose.
- 11.5. The Nonattendance of the inspector within the prescribed period will allow Eirich to consider the inspection as having been fully performed and approved, implying, for all purposes, the release of the events and related billings and payments.
- 11.6. Attending the inspector, this professional shall issue the relevant certificate, on the same date and place where the inspection has been performed. If it is demonstrated the impossibility of the inspector to proceed as above, such certificate shall be delivered to Eirich within maximum of seven (7) days from the date

of inspection. Failure to meet the routine here established will imply the automatic release of the event for all purposes of the Purchase Order, as if the certificate has been issued.

11.7. It will be checked only drawings and documents regarding third party manufactured components at Eirich facilities in Jandira, São Paulo, Brazil, as per previous approval by Customer during the project phase.

11.8. Equipment previewed to be disassembled delivered will be submitted to partial inspection, as the parties get ready.

12. Inspections and Assembling Tests

12.1. When the assembly is in charge of Eirich, the approval by the Customer shall place to the extent of the physical work progress, always registering the approvals in the Daily Work Report. The equipment that are inspected and approved under the preceding paragraph shall not be subject to further approval. No further claims will be accepted later after each stage of assembly.

12.2. In tests on empty, the equipment operation will be approved individually and without load.

12.3. In tests with load, when specified in the Purchase Order, the equipment will be tested individually, as well as the overall installation until it reaches its rated capacity.

12.4. If for reasons beyond Eirich's responsibility, the tests previewed in the start-up installation cannot be performed on schedule, these shall be deemed accepted for all purposes and payment released.

13. Confidentiality

13.1. Any technology obtained as a result of Eirich Projects, including technical data contained in Offers, Purchase Order Confirmations, Eirich drawings and documents, as well as any patentable invention or improvements made by Eirich staff, remain as Eirich property.

13.2. The Customer shall not be entitled to register patents for any inventions and improvements made by Eirich and agree to treat it as confidential, unless formally authorized differently by Eirich.

13.3. The Customer has the right to use technology, invention or improvements of Eirich, at no cost and with the purchase of equipment provided by Eirich.

14. Modifications

Any changes in the Purchase Order may only be made by prior agreement in writing and between the parties.

15. Warranties

15.1. Eirich ensures that every product manufactured by it is of good quality, without materials or construction defects and are provided with the characteristics described in the Offers and Confirmations of Purchase Orders.

15.2. The warranty applies to the supply of equipment and parts for a period of twelve (12) months, and the service provision for a period of six (06) months, Ex Works at Eirich Factory in Jandira, São Paulo, Brazil, counting from the date of invoice, and once the assembly has been guided by Eirich and that technical equipment are being used within the conditions for which they were designed.

15.3. In the existence of proven defects, Eirich will perform the services repair, or through its technical criteria, Eirich will arrange the replacement of defective parts. If the Customer decides to run services on its location facilities, all freight and insurance costs parts, machinery and / or equipment shall be borne by the Customer, including travel expenses, accommodation and transfer of Eirich technical staff and / or subcontracted by Eirich.

15.4. Parts or components manufactured by third parties, such as imported parts, electric motors, belts, gears, etc., are covered by guarantees given by the respective manufacturers.

15.5. Eirich takes no responsibility for equipment repaired directly by the Customer, as well as services performed by third parties or by the use of non-original parts.

15.6. Keeping Eirich Warranty remains conditioned to the compliance of the following requirements by the Customer:

15.6.1. Comply with all payment conditions of the contract.

15.6.2. Immediate notification of defects and their respective finding proven by Eirich.

15.6.3. Respect and strictly follow the conditions of operation, use and maintenance described in the Instructions Manuals.

15.6.4. Use only original spare parts supplied by Eirich.

15.6.5. Use only Eirich technical services.

15.7. The warranty does not apply to:

15.7.1. Products, equipment, parts, services or installations that have not been provided by Eirich.

- 15.7.2. Costs with freight and insurance of parts, equipment or machinery.
- 15.7.3. Movement of parts, equipment and machinery in the Customer premises.
- 15.7.4. Travel expenses, accommodation and transfer of Eirich technical or subcontracted staff by Eirich.
- 15.7.5. Natural wear by abrasion and corrosion.
- 15.7.6. Goods that by their nature, present duration / validity of less than twelve (12) months.
- 15.8. The warranty shall cease in the event of:
 - 15.8.1. Incorrect Misuse, neglect or improper maintenance by the Customer or third parties contracted by the Customer.
 - 15.8.2. Any change in the operating conditions, in the project or part of the product by the Customer.
 - 15.8.3. Removal or transfer of any part, or of the entire product by the Customer from the site of its initial installation, without formal authorization in writing by Eirich.
 - 15.8.4. Lack of assembly supervision and Technical startup of Eirich.
 - 15.8.5. Damage caused in the products by improper transportation, and other types of incidents arising from the Customer responsibility.
 - 15.8.6. Oscillations of the electrical grid, causing electric shock or other external factors relating to the electricity grid; physical damage resulting from collision, flood, lightning, fires, explosions, civil unrest, wars, strikes, riots or any other factor characterized as a case of unforeseeable circumstances or force majeure.
 - 15.8.7. The repair, modification or replacement of defective materials does not imply the extension of the warranty period, either the equipment itself, whether with regards to the replaced part or the service performed.

16. Termination or Cancellation

In the event of termination or cancellation, the Customer shall pay Eirich the value of the equipment that are ready or in manufacturing process, orders placed with third parties, manufacturing costs, engineering and management as well as any other incidents on the supply until the termination or cancellation date. The equipment will be delivered to Customer in the state condition they are.

17. Responsibility

Eirich is not liable responsible before the Customer and / or third parties for any losses, damage or loss of profits, direct or indirect, to persons or property at any time, from the use of its manufacturing equipment, components or accessories, parts or services or any of its eventual flaws.

18. Forum

It is now elected the Forum at Jandira County, in the State of São Paulo, Brazil for all issues and actions from the rights and obligations under these "General Sales Conditions", with expressed waiver of any other, which might be considered more privileged.

Note: The scope of the ISO 9001:2015 certification, issued to Eirich Industrial Ltda. by SGS Certificadora Ltda., is restricted to 'Design, Development, and Manufacturing of Mixers for the general industry.

Best Regards,



Vinicius Calheiros
Gerente de Vendas
Sales Manager



Antonio Mitsuyoshi Nakashima
Gerente de Pós-Vendas
After Sales Manager



Eduardo Cabral
Gerente Geral
General Manager

Eirich Industrial Ltda.
+55 11 4619-8900
eirich@eirich.com.br
www.eirich.com.br