



GENERAL CONDITIONS OF SERVICE – SOUTH AMERICA

1. ACCEPTANCE. All orders and nominations for Services are accepted and all Services are made subject to the provisions of any written contract signed by or on behalf of the purchasing entity listed on the purchase order or invoice (“Customer”) and AmSpec Brasil Participacoes Ltda, its subsidiaries and related entities (collectively, “AmSpec”). If no such agreement exists, all orders and nominations for Services and all Services performed by AmSpec are subject to these Terms and Conditions (“Terms”). If no such agreement exists, all orders and nominations for Services and all Services performed by AmSpec are conditioned upon the acceptance of these Terms. Any proposal by Customer for additional or different terms, and any attempt by Customer to vary any of the provisions of these Terms is hereby rejected by AmSpec. No modification of these Terms shall be valid unless in writing and signed by an authorized representative of both Parties.

2. SERVICES. At Customer’s request, AmSpec agrees to perform, and Customer hereby agrees to accept, the inspection, testing, quantity and quality analytical services set forth in any order or nomination provided by Customer (“Services”). “Services,” as used in these Terms shall mean all services performed by AmSpec for Customer, including requests by Customer that AmSpec provide equipment and / or materials in the furnishing of its Services. “Services,” also as used herein, shall include information, documents, reports and certificates developed by AmSpec in the course of providing the Services hereunder. Customer shall pay AmSpec for the cost of any equipment or materials AmSpec uses in the performance of the Services. AmSpec does not, by performing Services hereunder, assume, abridge or undertake to discharge any duty or responsibility by the Customer or any other person or entity. AmSpec undertakes to perform only the Services agreed to between AmSpec and Customer. The Services are for the sole and exclusive benefit of Customer, and not for any third party.

3. OBLIGATIONS OF CUSTOMER. Customer acknowledges and agrees that it has provided all material information necessary in any order or nomination to enable AmSpec to perform the requested Services. Customer acknowledges and agrees that it shall obtain for AmSpec all necessary access to the premises where the Services are to be performed. Customer acknowledges and agrees that it is at all times responsible for the safety, security, care, custody and control of the sampling and inspection site. Customer is responsible for the conditions in and around the site and for advising AmSpec of the same, including but not limited to, any known hazards, actual or potential, and of any information required to enable AmSpec to perform the Services safely and in a manner consistent with government standards and industry protocols.

4. PRICE AND PAYMENT. For the Services performed pursuant to these Terms, Customer will pay AmSpec the price as agreed upon in the effective AmSpec Price Schedule. In the event that any additional reasonable and necessary expenses arise as a result of the performance of the Services, AmSpec will inform Customer of the additional expenses in advance and Customer shall pay same. The full price will be billed upon completion of the Services and Customer shall be the only party billed for the Services. Invoices will clearly specify the nature of the Services performed and the amounts due. All invoices, unless otherwise provided specifically on an invoice, are due within thirty (30) days following receipt by Customer. Customer shall pay AmSpec the amount shown on each invoice at the place and in the manner specified by AmSpec on the invoice. Payments that are not timely received are subject to late charges at the higher of 18% per year or the maximum rate allowed by law. Customer shall have no right to offset, withhold or defer the payment of any sums due and owing to AmSpec on account of any dispute which it may allege against AmSpec.

4. TAXES. Any taxes, duties, fees, charges or assessments of any nature levied by any governmental authority in connection with these Terms or as a result of the Services performed by AmSpec, shall be Customer’s responsibility and shall be paid directly by Customer to the applicable governmental authority. If AmSpec is required by law or otherwise to pay any such tax, duty, fee, charge or assessment as a result of Customer’s failure to comply with any applicable laws, the amount of any payment so made by AmSpec shall be added to the applicable invoice and reimbursed by Customer to AmSpec upon remittance of AmSpec’s applicable invoice.

5. CREDIT RISK. If at any time the responsibility of Customer or the credit risk of Customer shall become unsatisfactory to AmSpec, AmSpec may require cash payment in advance of Services rendered, or security satisfactory to AmSpec prior to performing the Services.

6. TERMINATION. Customer may terminate any order or nomination, in whole or in part, at any time upon written notice to AmSpec. AmSpec may charge to Customer any actual out-of-pocket costs and expenses incurred as a result of the termination, for any partial performance in accordance with AmSpec’s current rate schedule. Termination charges, if any, shall not exceed the price under the applicable order or nomination. Customer shall have the right to make changes, within the ability of AmSpec to perform, to an order or nomination, upon providing written



notice of the same to AmSpec. If any such changes cause an increase or decrease in the price, a mutually agreeable adjustment shall be made, and the order or nomination shall be modified in writing accordingly. However, nothing in this Section shall affect either party's right to cancel an order or nomination, or these Terms, due to a material breach of the other party hereunder. All of the obligations, rights, indemnifications and remedies created by the provisions of these Terms shall survive the cancellation, termination or completion of any order or nomination.

7. WARRANTY. AmSpec warrants exclusively to Customer that the Services provided by AmSpec will be performed in a good and workmanlike manner, consistent with industry standards. Upon receipt of prompt written notice from Customer of a breach of this warranty, AmSpec agrees to use reasonable efforts to correct or reperform the Services at issue, at its sole expense. THE FOREGOING WARRANTY IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMSPEC'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY STATED IN THESE TERMS. ALL OTHER WARRANTIES ARE SPECIFICALLY AND COLLECTIVELY DISCLAIMED FOR ALL PURPOSES.

8. REMEDIES. AmSpec's sole liability and Customer's exclusive remedy for non-conforming Services shall be reperformance of the non-conforming Service at no charge to the Customer or a refund of the price paid by Customer for the non-conforming Service.

9. INDEMNITY. Customer agrees to defend, indemnify and hold harmless AmSpec and its respective affiliates, subsidiaries, officers, directors, employees, members and agents, from and against all claims, losses, costs, expenses, damages, suits or liabilities of any nature arising out of Customer's acts or omissions, negligence, willful misconduct or caused by Customer's property or property under the responsibility of Customer.

10. DISCLAIMER. AmSpec expressly advises Customer that AmSpec is not an insurer or guarantor of the quantity or quality of any surveyed or inspected product or cargo and therefore, disclaims any liability therefor. In providing inspection and analytical services AmSpec employees exercise reasonable care and best judgment under the prevailing conditions as they are observed and understood, utilizing accepted standards and normal operating procedures. Any information or recommendation, whether express or implied by AmSpec, is based solely upon factual assumptions based upon the information made available to AmSpec. Accordingly, AmSpec does not accept any liability with respect to the use of or for any damages resulting from the use of any information, data, analytical results, apparatus and methods. Furthermore, AmSpec will not be liable or responsible to any third party for the Services delivered, or any omissions from the document delivered therefrom.

11. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW OR EQUITY SHALL AMSPEC BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE, LOST PROFIT AND / OR LOST OPPORTUNITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF AMSPEC FOR ANY DAMAGES OR LIABILITY UNDER OR RELATED TO THESE TERMS OR ANY SERVICE FOR ANY REASON OR CAUSE WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AMSPEC PURSUANT TO THIS AGREEMENT.

12. INSURANCE. Customer and AmSpec each shall carry appropriate insurance coverages including statutory workers compensation and general liability insurance coverages and any other insurance required by law.

13. WITNESS FEES. Should an employee of AmSpec be called to testify or be a witness at trial, deposition, participate in discovery, attend any administrative procedure, or otherwise assist in any dispute between Customer and any third party with respect to AmSpec's Services, and whether or not AmSpec or its employee shall have been subpoenaed, Customer shall pay AmSpec the current rate, fee and any other charges for such witness services rendered.

14. NO THIRD-PARTY BENEFICIARY. Customer is procuring the Services of AmSpec solely for its own benefit and not for any other person or entity. There are no third-party beneficiaries to these Terms between Customer and AmSpec. No third party may rely on any AmSpec report provided as part of the Services. Customer shall defend, indemnify and hold harmless AmSpec and its respective affiliates, officers, directors, employees, members and agents, from and against all claims, losses, costs, expenses, damages, suits or liabilities made by any third party in any way related to the Services.

15. WAIVER. Failure of either party to insist upon strict performance of any provision of these Terms by the other party shall not be deemed to be a waiver by such party of its rights or remedies, or a waiver by it of any subsequent default by the other party in the performance of or compliance with any of the terms of this Agreement.



16. ENTIRE AGREEMENT. Unless as is otherwise provided for herein, these Terms supersede all other agreements, oral or written, made with respect to the subject hereof and the Services contemplated hereby, and contains the entire agreement of the parties.

17. SEVERABILITY. If any provision of these Terms is finally determined to be unlawful, such provision will be deemed to be severed from these Terms and every other provision of these Terms will remain in full force and effect.

18. FORCE MAJEURE. AmSpec shall be excused from liability for non-delivery, delay in delivery or delivery of nonconforming Services arising from any events beyond its reasonable control, whether or not they were foreseeable by either party when accepting these Terms. Force majeure events may include, but are not limited to, war, riot, strikes, lockouts, labor disturbances, acts of terrorist or acts of God.

19. RELATIONSHIP OF THE PARTIES. AmSpec will perform all Services as an independent contractor of Customer. Neither these Terms nor the performance of the Services hereunder shall be construed to establish a partnership, agency or joint venture relationship.

20. JURISDICTION AND VENUE. The Terms of this Agreement and any Services performed pursuant hereto shall be governed by the laws of Brazil. Any dispute, controversy or claim arising out of relating to this contract or the breach, termination or invalidity thereof, shall be finally submitted to the International Court of Arbitration of the International Chamber of Commerce, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be one. The seat of the arbitration shall be Sao Paulo, Brazil. The arbitral proceedings shall be conducted in English. No award or procedural order made in the arbitration shall be published.

21. TRADE SANCTIONS AND RESTRICTIONS

- (1) Nothing in this Agreement is intended and nothing herein should be interpreted or construed, to induce or require either Party to act or refrain from acting (or agreeing to act or refrain) in any manner which is inconsistent with, penalized or prohibited under any laws, regulations, Sanctions (including secondary sanctions).
- (2) Each Party represents and warrants on a continuing basis for the duration of this Agreement that it is not the subject of any Sanctions and will comply with any and all applicable laws, rules, regulations, Sanctions, decrees (including secondary sanctions), executive orders, official government orders, enacted, promulgated or issued before, on or after the date of this Agreement, by the United Nations, European Union, United Kingdom, the United States of America, and their governments, official institutions or agencies, including without limitation OFAC and the United States Department of State (collectively "Sanctions").
- (3) Either Party may at its election suspend the contractual performance that is inconsistent with, penalized or prohibited by any of the Sanctions. The suspension of performance shall not be considered as a breach of contract.
- (4) Each Party agrees to indemnify the other in full and without limitation for all direct and indirect losses, costs, damages and expenses of any nature sustained by the other party as a direct or indirect result of its breach of any of the above representations, warranties or undertakings.
- (5) Either Party may at its election terminate the agreement forthwith upon written notice to the other party at any time, if in its reasonable discretion, (i) the other party is in breach of any of the above representations, warranties or undertakings or is directly or indirectly the subject of any Sanctions; and (ii) its contractual performance may cause it to be in breach of any laws, regulations, sanctions or decrees.

22. ANTI-CORRUPTION

Each Party shall in the performance of this Agreement, comply with all laws, orders, directives, and regulations in effect and as they may be amended from time to time that are applicable to each such Party. Notwithstanding anything contained herein to the contrary, this Agreement shall not be interpreted or applied so as to require either Party to do, or to refrain from doing, anything that would constitute a violation of anti-bribery and corruption laws and regulations applicable to it, including the Foreign Corrupt Practices Act of 1977, the OECD Anti-Bribery Convention, the U.K. Bribery Act of 2010, E.U. and E.U. member country anti-bribery and corruption laws, laws or regulations restricting participation in or compliance with certain foreign boycotts or any similar statute, regulation, order or convention binding on such other Party, as each may be amended from time to time, and including implementing regulations promulgated pursuant thereto (collectively the "Anti-Corruption Laws").