

SONIA BEATRIZ PIMENTEL DE MELLO
Tradutora Pública e Intérprete Comercial
Matrícula Jucesp nº 1726

INGLÊS

Tradução nº 076

Livro: 002

Folhas: 130-144

I, Sonia Beatriz Pimentel de Mello, a sworn translator duly accredited by the Board of Trade of the State of São Paulo, Brazil, and authorized by the laws of Brazil to make official translations from the Portuguese into the English language, do hereby certify that on the date hereof the General Conditions of Purchase Orders for Goods and/or Services referring to ECOLAB Química Ltda. were submitted to me for translation from the Portuguese into the English language, and that I have so translated such document as follows:



GENERAL CONDITIONS OF PURCHASE ORDERS FOR GOODS AND/OR SERVICES

The relationship between **ECOLAB** Química Ltda., based at Av. Gupê, 10933, Sitio Gupê, in the City of Barueri, State of São Paulo, Brazilian taxpayer no. 00.536.772/0001-42 and its

Suppliers qualified in the respective Purchase Orders shall be ruled by these General Conditions of Purchase Orders for Goods and/or Services as disposed hereinafter:

DEFINITIONS: For the purposes of truthfully construing this instrument, the following words/expressions used herein shall have the following meanings, both when used in their singular and plural forms, or in the different genders or verbal tenses:

Agreement: It is the set composed by these General Conditions and a Purchase Order, which shall be deemed the sole contractual instrument binding the Parties, except when a specific private contractual instrument has been entered into by the Parties;

ECOLAB: It is the company **ECOLAB** Química Ltda., based at Av. Gupê, 10933, Sitio Gupê, in the City of Barueri, State of São Paulo, Brazilian taxpayer no. 00.536.772/0001-42 and its branches;

Supplier: It is the legal entity or third party contracted which has accepted a Purchase Order issued and placed by **ECOLAB** for it to provide some goods or to render some services after **ECOLAB** has confirmed said Purchase Order;

Object: It is the goods/services described in a Purchase Order to be provided/rendered by Supplier to **ECOLAB**;

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Party/Parties: It is the name given to a Supplier and to ECOLAB individually or jointly;

Purchase Order (PO): It is a document issued and placed by ECOLAB to Supplier requesting goods or services.

1. **APPLICATION:** The General Conditions in this Agreement shall be applicable to all POs related to providing goods and/or rendering services by Supplier to ECOLAB, and they revoke, substitute and prevail over any other documents and/or agreements, whether written or verbal ones, made by the Parties. Under no hypotheses whatsoever shall Supplier's terms and general conditions, proposals or any other documents that have not been executed by ECOLAB's legal representatives and two witnesses be valid and bind the Parties.

1.1. Any acceptance or mere delivery by Supplier of a PO placed by ECOLAB shall stand for its full and unconditional acceptance of these General Conditions, even if an express acceptance has not been stated.

1.2. Should there be any conflict, these General Conditions shall prevail over any PO.

1.3. The Object of the Agreement shall be described in the body of a PO placed by ECOLAB and it shall be delivered accordingly to the technical specifications described in said instrument or else ECOLAB may reject it.

1.4. Supplier will be fully and exclusively responsible for meeting the dispositions in Agreement and its Object.

2. **PURCHASE ORDERS (POs).** ECOLAB will order Supplier goods and/or services according to its needs and at its exclusive discretion by means of Purchase Orders to be placed with Supplier, where, depending on the case, technical specifications of goods and/or services will be informed, in addition to deadlines and conditions that shall be strictly observed by Supplier according to the respective Object.

2.1. Any alterations to specifications, deadlines and conditions in a Purchase Orders shall have to be authorized by ECOLAB in writing.

2.2. Supplier shall inform its positions related to a PO within 02 business days counted as from the date the order was placed, and should Supplier fail to express its acceptance or rejection, that PO shall be deemed tacitly accepted.

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2.3. Should **Supplier** reject a Purchase Order, **Supplier** shall justify said rejection in writing by meeting the deadline disposed above.

2.4. After a PO has been accepted, **Supplier** herein represents that it is fully competent to meet **ECOLAB**'s needs and it shall keep in its inventory a quantity of goods enough to meet its obligations, including spare parts, thus avoiding and indemnifying **ECOLAB** for any losses related to this matter. **Supplier** hereby represents and warrants that this Agreement and **ECOLAB** do not stand for its sole means of making its livelihood and that it is fully independent and has autonomous economic capacity related to **ECOLAB**.

2.5. Except if disposed otherwise in a PO, this Agreement does not stand for any **ECOLAB**'s commitment to minimum periodicity or quantity of POs; therefore, it shall place POs at its exclusive discretion and according to its needs.

2.6. **ECOLAB** does not have to receive any goods or services which it has not expressly informed in a PO.

2.7. **ECOLAB** shall be entitled to cancel any PO before its Object has been delivered by **Supplier** or before its confirmation.

2.8. Any regular cancelation of a PO by **ECOLAB** shall exempt it from paying any costs or losses incurred or to be incurred by **Supplier** regardless of their nature.

3. **PRICES AND PAYMENT.** Except if expressly disposed otherwise in a PO, the prices agreed in a PO are fixed and non-negotiable, constituting the full remuneration due to **Supplier**, and all costs, expenses, taxes, contributions and legal burdens have already been taken into account in the price composition; any reimbursement of expenses, when previously approved in writing and provided that upon submission of documental proof of said expenses, shall observe **ECOLAB** policies.

3.1. Payments shall be made as informed in the PO by means of a deposit made in **Supplier**'s current account (Legal Entity), always on Mondays, and the receipt issued by that financial institution shall serve as proof of full payment.

3.2. Except if expressly disposed otherwise in a PO, **Supplier** shall only issue invoices after services or goods have been effectively delivered and **ECOLAB** has formally accepted them.

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3.3. Except if expressly disposed otherwise in a PO, payments shall be made sixty (60) days counted as from products have been delivered or services completed, or the date of issuance of an Invoice, whichever occurs later.

3.4. Should there be any inconsistency, irregularity or err in any bills of sales/invoices submitted by **Supplier**, **ECOLAB** shall return said bills of sales/invoices to **Supplier** to enable **Supplier** to correct or complete them, or to clarify any data or information, and payments shall remain suspended for as many days as it takes for those formal bills of sales/invoices to be submitted again without any inconsistencies so that they can be paid; in this case the deadline for the original payment will be rescheduled, and **ECOLAB** shall not be subject to any penalty or burden.

3.5. **Supplier** shall not assign any credits arising from any Agreements and/or POs to any third parties without **ECOLAB** previous written consent.

3.6. **ECOLAB** may suspend or withhold payments without being charged any interest if **Supplier** fails to meet any obligation in an Agreement and/or in a PO if any services and/or goods have been rejected by **ECOLAB**, and **Supplier** shall redo any service or make any substitution and correction until **ECOLAB**'s formal approval, when the payments withheld shall be cleared to be paid to **Supplier**.

3.7. **ECOLAB** may also subtract from any payments due to **Supplier** any indemnification or fines **Supplier** may have incurred under this instrument.

3.8. All taxes shall be paid by the taxpayer held liable in the tax laws, and **ECOLAB** shall withhold and pay them as legally required, and it will not be entitled to any reimbursement.

4. **CONDITIONS APPLICABLE TO THE SUPPLY OF GOODS.** Except if expressly disposed otherwise in a PO, **Supplier** shall be responsible for all the deliveries contracted, at its own cost and risk, at the site informed by **ECOLAB**, including package, storage before delivery, transportation and insurance policies, and it shall be liable for any losses or damages occurred while the goods are in transit.

4.1. **ECOLAB** shall be notified forthwith about any circumstance able to prevent or delay any delivery of goods by meeting the deadline agreed. Should **Supplier** be not able to avoid a delay in delivering any goods or services, **ECOLAB** may do whatever it is entitled to do in order to meet the demand contracted and any costs arising from that extraordinary cost may be charged to **Supplier**.

4.2. Goods will be delivered in proper and identified packages as required by the legislation, particularly, without limitations, environmental and tax requirements, always accompanied with bill of sales, manuals, certificates and remaining pertinent documentation, and **ECOLAB** may reject any goods delivered in irregular packages or which have been tempered with; **Supplier** will also be in charge of disposing goods and/or packages and of reverse logistics that may be necessary, safely and by meeting the law, and the latter shall clear and indemnify **ECOLAB** from any liability related thereto.

4.3. At every delivery of goods at **ECOLAB**'s facilities, the cargo shall be checked by **ECOLAB**'s responsible areas, which will check whether or not that cargo meets all information and specifications indicated in the respective PO and bill of sales.

4.4. Only after **ECOLAB** has verified that the information in a bill of sales of a certain cargo of goods is correct will it authorize the goods to be unloaded within **ECOLAB**'s facilities.

4.5. Should any inconsistency be verified when the cargo is checked and in the information in bill of sales, the goods will not be unloaded within **ECOLAB**'s facilities, and **Supplier** shall be in charge of arranging proper storage for the goods, at its own cost and risk, until the bill of sales has been substituted with another bearing correct information.

4.6. Except in cases of unjustified delays cause by **ECOLAB** as duly proven, the moment when **ECOLAB** authorizes the receipt of goods at a site informed in a PO will determine whether or not **Supplier** has met that delivery's deadline.

4.7. Except in cases of unjustified delays caused by **ECOLAB** as duly proven, any costs and expenses arising from any delays in deliveries shall be exclusively paid by **Supplier**.

4.8. The formalization of deliveries shall not characterize their acceptance both as to quality and/or quantity of goods; so, **ECOLAB** will report any defects or lack of conformity as soon as it verifies them and, even if in delay, the formalization of a delivery shall not be construed as any waiver by **ECOLAB** to any of its rights, nor will it exempt **Supplier** from any liabilities.

5. **CONDITIONS APPLICABLE TO SERVICES.** **Supplier** shall appoint a technical qualified team, capable and in sufficient number to render the services contracted

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by meeting the deadlines disposed in a PO, and **ECOLAB** may request, at any time and by means of delivering an express communication to **Supplier**, a substitution of any member of **Supplier**'s team.

5.1. **Supplier** shall formally appoint its representative to **ECOLAB**, who will be the liaison for any communications to be made between **ECOLAB** and **Supplier**, and who will be **Supplier**'s responsible person to lead the activities related to the services.

5.2. Should any member of **Supplier**'s technical team holding a leading position in the execution of the services be substituted, **ECOLAB** shall be previously informed and **Supplier** herein ensures that the new member will have enough qualification to do the jobs with the same quality and efficiency of the member substituted, so that the standards and quality of the work can be maintained.

5.3. Services will be executed on days and at times defined in the PO, and **Supplier** shall not execute any services at times different from those informed in the PO without **ECOLAB**'s previous written authorization.

5.4. **ECOLAB** shall be notified forthwith about any circumstances able to prevent or delay the execution and completion of the services within the deadline agreed.

5.5. By meeting the deadline agreed by the Parties in a schedule informed in a PO **Supplier** shall complete the services and submit the respective "Service Report" containing information on the development of the activities involved and the results of the services executed.

5.6. **ECOLAB** may request alterations and/or adaptations it deems pertinent to the services as many times as necessary without any additional charge by indicating the respective deadlines for **Supplier** to deliver them. Should **ECOLAB** agree with the results of the services and the respective Service Report, **ECOLAB** will formalize in writing the completion of the services by **Supplier**.

5.7. The formalization of the completion of the services by **ECOLAB** will not prevent by any means whatsoever its right to complaint about errs, defects or any other irregularity it may verify later in the services, nor shall it release **Supplier** from its legal and/or contractual obligations.

5.8. **ECOLAB** may follow up the execution of all services and said following up by **ECOLAB** will not soften, reduce or release **Supplier** from its obligations and liabilities disposed in this Agreement.

6. **SUPPLIER'S GENERAL OBLIGATIONS.** Without prejudice to the remaining obligations disposed in this Agreement and/or in a PO, **Supplier** shall:

6.1. Meet all obligations accepted by meeting the deadlines disposed in a PO and in absolute compliance with the terms and conditions in this Agreement.

6.2. Deliver the Agreement in full, in addition to meeting all laws, norms, regulations and authorities' requirements, including those referring to obtaining licenses, authorizations and consents pertinent to **Supplier's** activities, and all **ECOLAB's** applicable rules and internal policies, particularly, without limitations, everything involving safety and medicine at work, the environment, data security, tax, labor, social security and anticorruption obligations, among others, and **Supplier** shall be informed about all said rules and internal policies.

6.3. Use only qualified and capable labor, and undertakes to strictly meet the applicable labor, social security, tax and civil legislation, and those related to work of minors, night work, hazardous, dangerous, unhealthy or harmful work.

6.4. Accept full responsibility for vehicles, machines, equipment and materials **Supplier** may come to keep inside **ECOLAB's** facilities, **Supplier** remaining exclusively responsible for their integrity and security.

6.5. Submit within five (05) days in a row counted as from the date a written request has been received from **ECOLAB** copies of certificates and documental evidence that **Supplier** has met its obligations related to duly paying taxes, insurance policies, social burdens, labor and social security obligations related to the Object of any Purchase Order referring to all of its employees involved in delivering the Object, in addition to having obtained all authorizations and licenses required to doing its activities and any other documents **ECOLAB** may understand pertinent. **ECOLAB** shall be entitled to withhold or suspend any payments due by **ECOLAB** to **Supplier** should **ECOLAB** identify any irregularity in the documents submitted by **Supplier** mentioned in this Clause.

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6.6. Use its own computers and shall hold all licenses to use the software programs necessary to do the activities related to the Object of a PO, and said software programs shall be official and registered.

6.7. Meet all rules, policies and procedures defined by **ECOLAB** and dispositions in the pertinent legislation, mainly those related to safety and medicine at work in addition to those referring to the environment and data security.

6.8. Have the area where the services will be rendered cleared and the resulting rubble, detritus and residues will be removed by observing all rules applicable to their correct destination.

6.9. Meet **ECOLAB**'s rules and policies of use and access to systems and data security. **Supplier** will only access and/or store data when it is indispensable for delivering the Agreement by means of a safe and encrypted environment, according to the best technologies available in the market, and it herein takes full responsibility for any leakage, theft, improper appropriation or use of **ECOLAB**'s data.

6.10. Ensure **ECOLAB** access to sites where services are being rendered or the goods are being manufactured, for the purposes of inspecting and checking, and also access to all pieces of information and documents required to rendering services or manufacturing goods; however, no omission or action taken by **ECOLAB** shall release **Supplier** from its responsibilities.

6.11. Supplier shall provide its personnel with individual protection gear, collective protection gear and any other gear applicable to the execution of the Object of a PO, and it shall inspect their proper use and hold the training courses required according to the legislation and regulatory rules in force.

6.12. Supplier shall have the normative items of safety and all the legal dispositions in force duly met, particularly those set forth by the Ministry of Labor and those suggested by **ECOLAB**'s department of safety and medicine at work by means of complementary safety procedures and instructions in force applicable to the activities inherent to the Object contracted, such as, without limitations, those referring to third parties' safety requirements, of which **Supplier** represents to be fully aware, including all further alterations that may come to replace those in force on the date a PO is accepted.

7. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.** **Supplier** shall ensure confidentiality of information and protection to **ECOLAB**'s intellectual property and those of third parties, including, without limitations:

(a) To protect the pieces of information received as a result of the delivery of this Agreement, including, without limitations, documents, memoranda, technical development, commercial and tax subjects, drawings, technical texts, schemes, know-how, goods' specifications, financial and statistical data, contractual terms, data in general, past, present and future, conception of goods, production volume, sales forecast, marketing information, manufacturing cost, marketing strategy, formulation and composition, and they shall only be used properly and strictly as required to executing the Object of a PO, in addition to ensuring protection of privacy and of all valid intellectual property rights of all employees and business partners.

(b) Not to use **ECOLAB** confidential information and intellectual property for any other purposes different from those disposed in this Agreement.

(c) Not to use any **ECOLAB** brands, patents and other intellectual properties without its previous and express authorization.

(d) Not to violate third parties' confidentiality obligations or intellectual properties.

(e) Not to divulge its relationship with **ECOLAB** for advertising purposes nor to make any announcement to the press or to the market in general involving **ECOLAB** name without its previous and express authorization.

7.1. It is hereby agreed that all developments ordered by **ECOLAB** and obtained by **Supplier** as a result of the activities inherent to this Agreement, such as documents, memoranda, reports, files, schedules, data, films, drawings, diagrams, charts, tables, specifications, projects, products, correspondences, researches, models, samples, studies, procedures, experiments, methods, formulas, technologies, processes, new knowledge, enhancements, innovations, inventions, utility models, brands, industrial designs, computer programs, business secrets, know how, and whether or not they can be protected under the legislation of intellectual property, shall belong exclusively to **ECOLAB** and, when protection is pertinent, **Supplier** undertakes to assist with everything necessary for **ECOLAB** to obtain the respective protection, whenever applicable.

7.2. The intellectual property rights held by **Supplier** before this Agreement has been executed or any developments obtained by **Supplier** which do not arise from the activities inherent to this Agreement are and will remain **Supplier's** property.

7.3. **Supplier** shall keep confidential all pieces of information received by **ECOLAB** and/or any information jointly developed by the Parties with a final nature even after the expiration or termination of this instrument for any reason whatsoever for an additional five (05)-year period.

7.4. Should it be necessary to disclose said information by virtue of an administrative or court order, **Supplier** shall inform **ECOLAB** in writing forthwith, and it undertakes it will disclose said information after being authorized by **ECOLAB** in writing, and only the pieces of information effectively required shall be disclosed.

8. **WARRANTIES.** **Supplier** warrants and undertakes to deliver goods and services in conformity with the applicable rules, laws, regulations and requirements, free from any defects and imperfections, adequate to the purposes they are to meet, according to the specifications in a PO and those for manufacture and production, and with the exact quality and in the quantity informed in the PO.

8.1. Any contractual guaranties agreed by the Parties shall be complementary to the legal guaranties. The guaranty periods will start on the date **ECOLAB** formalizes any receipt.

8.2. Any lack of conformity of goods or services shall be resolved by **Supplier** within the shortest period possible without any cost or burden for **ECOLAB** and as many times as necessary; **Supplier** shall pay costs or removal and replacement, including, without limitations, costs of transportation and insurance from and to the delivery site.

8.3. Should **Supplier** fail to resolve said lack of conformity until the deadline requested by **ECOLAB**, the latter may request a third party to resolve it at **Supplier's** exclusive expenses.

8.4. Should **Supplier** meet its obligation of resolving any lack of conformity, a new guaranty period will start to be counted on the date a new delivery takes place.

8.5. Should **ECOLAB** demand specific quality control of goods, **Supplier** will provide samples enough for that purpose, and **ECOLAB** will make the corresponding analyses.

8.6. **Supplier** shall also reimburse any expenses incurred by **ECOLAB** due to any warning or recall made by **Supplier**.

9. **LIABILITIES AND INDEMNIFICATION.** **Supplier** shall be liable, on its own behalf and on behalf of any person bound to it, for any damages or losses arising from the delivery of the Agreement it may cause to **ECOLAB** or third parties, including attorney's fees and other legal expenses, for any action or omission, negligence or willful misconduct, even if they take place after the end of the Agreement, and it shall exempt and indemnify **ECOLAB** for any related liability. The value of any damage or loss caused to **ECOLAB** may be subtracted in full right from any payment due to **Supplier**, without prejudice to **ECOLAB** being reimbursed and indemnified for all costs and expenses it may incur arising from the hypothesis above.

9.1 Should a suit be filed by any third party or by any authority, whether in a court of law or an administrative proceeding, against **ECOLAB** because **Supplier** has failed to meet any of its labor, tax, social security obligations or any other obligations, the latter undertakes to take **ECOLAB**'s place immediately as defendant; should it be not possible, **Supplier** shall reimburse all burdens, encumbrances and losses suffered by **ECOLAB** to defend its interests, such as attorney's fees, fines, sentences, expenses of any kind made by **ECOLAB**, regardless of any judicial or extrajudicial notice, within fifteen (15) days in a row as from the date **ECOLAB** has so requested. Nevertheless, **ECOLAB** may, at its exclusive discretion, subtract the costs representing said burdens, encumbrances and losses suffered by **ECOLAB** from payments due to **Supplier**, and by doing that **ECOLAB** shall not be subject to any penalty nor shall it be deemed in contractual default.

10. **SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

10.1. **Supplier** undertakes to observe the legislation in force which forbids any work of adolescents under sixteen (16) years of age, except as an apprentice as from fourteen (14) years of age according to the dispositions in Law 10097/00 which rules apprenticeship matters.

10.2. **Supplier** undertakes to meet Law 8069/90 in full (Statute of Children and Adolescents) and its further amendments, which protects the work of adolescents

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from sixteen (16) to eighteen (18) years of age and forbids any night work (from 22:00 hours to 05:00 hours the following day), and any dangerous, unhealthy or harmful work (according to MTE Ordinance no. 88 of April 28th, 2009, or the rules that may replace it) done at sites able to jeopardize physical, psychological, moral and social development, and at times and places able to prevent them from attending school.

10.3. **Supplier** undertakes, on its own behalf and on behalf of its contractors and commercial partners, not to use slave work, forced labor or any similar work ever, or else this Agreement shall be terminated, without prejudice to the application of the fine disposed herein for general contractual default.

10.4. **Supplier** hereby represents that it is in conformity with the federal, state and municipal environmental legislation in force, including, without limitations, laws, regulation, decrees, resolutions, instructions and regulatory resolutions.

10.5. **Supplier** shall be liable for any violations to any federal, state and municipal environmental legislation, including, without limitations, laws, regulations, decrees, resolutions, instructions and regulatory resolutions at civil, administrative and criminal levels, and yet for any damages caused to the environment and/or to third parties related to the activities Object of POs, even if said damages and violations arise direct or indirectly from negligent or willful action or failure to act by its employees, representatives, contractors and/or third parties.

11. **ANTICORRUPTION PRACTICES.** **Supplier** undertakes not to perform or tolerate any means of corruption, extortion, fraud, including, without limitations:

(a) Not to make, promise or offer anything (gifts, free gifts, among others), advantage, payment or transfer of amounts able to be translated into value, direct or indirectly, connected to any business involving **ECOLAB**, to any civil servant or government officer or its employees, or government entities, or any political party or candidate to public office, or any other person or entity, if said payment or transfer violates the pertinent local laws, including without limitations, Decree Law no. 2848/1940, Law no. 8429/1992, Law no. 8666/1993, Law no. 9613/1998, Law no. 12529/2011 and Law no. 12846/2013, or the legislation of the united States (*Foreign Corrupt Practices Act* - "FCPA").

(b) To ensure that all written and oral information it may render to **ECOLAB** referring to its conformity with the FCPA is and will be complete, truthful and precise.

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(c) It does not belong, nor will it belong or will it be led by someone, and it shall not engage any civil servant or employee, political party employee or candidate to a public office, who would be able to influence a decision or action to offer an advantage or disadvantage to **ECOLAB**.

(d) To notify in writing forthwith should at any time it fails to meet or violates any of its representations, or should any of the warranties made herein become inaccurate.

(e) Not to perform any activity aiming at or with the effect of bribery, public or private corruption, or other illicit or improper means to obtain some deals or any other illegal activity, including, without limitations, influence peddling and also any conduct that may come to be adopted targeting on taking advantage, either direct or indirectly, from any commercial situation that is favorable to it and which comes to disagree with the dispositions in this document, with ethics, good morals and contractual good faith.

(f) To take responsibility objectively at administrative and civil levels for the performance of the actions described herein, whether exclusively or not, and it is set herein that its responsibility does not exclude its leaders and administrators' individual responsibility or that of any natural person, author, co-author or participant in an illicit action accordingly to their guilt.

12. **TERM AND TERMINATION.** This Agreement shall have its effectiveness informed in POs, and it may be extended only by means of an amendment executed by Parties.

12.1. **ECOLAB** may terminate the Agreement unilaterally and without reason by delivering a previous notice thirty (30) days in advance to **Supplier** and, by doing that, **ECOLAB** shall not be subject to any burden or fine, the dispositions in Clause 12.3 below being observed referring to payments for the services rendered and/or supplies delivered by **Supplier** until then and/or within thirty (30) days after the previous notice, duly accepted by **ECOLAB** and still unpaid.

12.2. The Agreement may be terminated by any of the Parties forthwith by simply informing the other Party under the following hypotheses:

(i) default by any of the Parties of any obligation, including, without limitations, negligence in the delivery of the Agreement by **Supplier**; or

(ii) bankruptcy, judicial or extrajudicial reorganization, or filing for dissolution.

12.3. Should the Agreement be terminated earlier, **Supply** will be entitled to be paid only the amounts corresponding to the services and/or supplies already delivered and accepted by **ECOLAB** and still unpaid; should **ECOLAB** have advanced any amounts, said amounts shall be returned by **Supplier** monetarily updated according to the IGP-M index within fifteen (15) days as from contractual termination.

12.4. Labor and environmental responsibilities, guaranties, confidentiality obligations, anticorruption practices and other obligations, whose nature should remain after the Agreement has been terminated, shall remain valid and in force until the end of the legal term.

13. MISCELLANEOUS

(a) The fact that **ECOLAB** has placed any POs with **Supplier** and has accepted this Agreement shall not mean that **ECOLAB** has granted exclusivity to **Supplier**;

(b) Any amendment to this Agreement shall only be valid if an amendment is executed by the Parties involved;

(c) All communications under the Agreement will be written and delivered with return receipt;

(d) **Supplier** shall not assign or subcontract the Agreement, whether wholly or partially, without **ECOLAB** previous written consent;

(e) Should Parties fail to exercise any of their rights under this Agreement, or any tolerance with delays in the fulfillment of obligations, shall not imply any novation nor shall it affect any of those rights, which may be exercised at any time;

(f) **Supplier** represents that the obligations accepted in the Agreement are inherent to its regular activities and they do not lead to any considerable investments; so, the dispositions in the Sole Paragraph of Art. 473 of Law 10406/2002 shall not be applicable, nor shall any other rule dealing with this matter;

(g) The Agreement does not set any association or company between the Parties, nor does it set an employment relationship among their partners, contractors and/or employees of any nature;

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(h) The Agreement shall be ruled by the Brazilian laws and the courts of the City of São Paulo, state of São Paulo have been chosen to resolve any conflicts arising from the Agreement, and any other venue is hereby excluded however privileged it may be. “

The foregoing constitutes the full and true translation of the aforesaid document, which document I have returned to the interested party together with this translation printed in fifteen pages duly verified, approved and signed by me.

São Paulo, September 1, 2017


Sonia Beatriz Pimentel de Mello

Emol: R\$ 1.600,00

Recibo nº 032/T1