



**Maria Vitória Rosa da Silva**  
**Sworn Public Translator and Commercial Interpreter**  
**Portuguese-English**

Registry at Junta Comercial do Estado do Rio de Janeiro No. 208  
Av. Almirante Barroso, 63/1117 - Centro - RJ - CEP: 20031-913  
Phone: (55 21) 3553-0883- litero@litero.com.br



**Translation No. 12-20895-A**

I, the undersigned, Sworn Translator and Commercial Interpreter in and for this City and State of Rio de Janeiro, Federative Republic of Brazil, duly appointed and commissioned by the Board of Trade of the State of Rio de Janeiro and registered therewith under No.208, DO HEREBY CERTIFY AND ATTEST that a document written in the Portuguese language was submitted to me for translation into English: -----

GENERAL BUSINESS CONDITIONS ("CGN") -----

AVALON UNIT ASSESSORIA TÉCNICA LTDA -----

"AVALON" -----

CNPJ: 01.106.706/0001-03 -----

CLAUSE 1 PREAMBLE -----

1.1. All services provided are based exclusively on the provisions hereof in the absence of a written agreement with CLIENT party, except in cases where it is expressly proven in writing that this company has accepted conditions different from those herein provided. -----

1.2 Oral explanations from our employees, subcontractors or any other representative on our behalf will only form a contract if expressly written and authorized by the company's management.

1.3. The terms and conditions hereof will also be effective immediately for business in progress from the moment CLIENTS become aware of our services. --

1.4. Eventually, if any individual clause becomes



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void or ceases to be effective by judicial measure,  
the remaining clauses will remain valid and  
enforceable. -----

1.5. In addition to the provisions below, our  
services are also governed in alternative by the  
rules of the associations of which we are a member,  
as well as by FIATA Model Rules, International  
Conventions, such as the Hague and Warsaw, and  
normative resolutions of the Brazilian regulatory  
bodies, always considering the interpretation of  
the most current version. -----

CLAUSE 2 GLOSSARY -----

a) Bill of Lading: document that sets out the terms  
of a contract between a shipper and a shipping  
company that moves freight between specified ports  
for a specified fee. It is usually prepared by the  
shipper on forms issued by the carrier, serving as  
a document of title, a contract of carriage and a  
receipt for the goods. Also, in the form used  
herein, it includes conventional Bills of Lading,  
as well as electronic and express invoices, "Airway  
Bill" (AWB) and all similar documents, whatever the  
mode of transport used. -----



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- b) Transport: the operation of taking a cargo from one place to another. -----
- c) Carrier: person or company that effectively transports goods by means of its vehicle fleet (Owner, Airline, Road/Rail/Pipeline Carrier). -----
- d) Non Vessel Operating Common Carrier: person or company that provides services related to the transport, consolidation, storage, handling, packaging or distribution of goods, as well as ancillary services and is subject to the carrier's liability as a result of an express or implied commitment to assume such liability, as a result of the issuance of the bill of lading. -----
- e) Vehicle: vessel, truck, aircraft or other means designated to transport the goods. -----
- f) Freight Forwarder: person or company that provides business intermediation services related to the transport, consolidation, storage, handling, packaging or distribution of goods, as well as auxiliary services and obtaining insurance of goods and collection. -----
- g) Customs Broker: person or company that provides customs clearance and/or consultancy services,





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including, but not limited to, customs and tax matters, declaring the goods for official purposes or obtaining payment or documents related to the goods. -----

h) Fees: all expenses and monetary obligations paid by CLIENT, including, but not limited to, freight, dead freight, demurrage, detention, THC (Terminal Handling Charge) etc. -----

i) Container: equipment used to transport goods, not to be confused with packaging or wrapping used for goods packaging. -----

j) Cargo: any goods, including live animals, not to be confused with containers, pallets or similar transport or packaging equipment. -----

k) Client: any person who has rights or obligations under a service contract entered into with this company. -----

l) Contractor: name used to represent the company AVALON UNIT ASSESSORIA TÉCNICA LTDA throughout this document. -----

m) Special Drawing Right (SDR): an international reserve asset, created by the IMF in 1969 to supplement its member countries' official reserves.



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Its value is based on a basket of five currencies -  
US dollar, euro, Chinese renminbi, Japanese yen and  
British pound sterling. -----

**CLAUSE 3 SERVICE PROVISION AND COMMERCIAL PROPOSAL**

3.1. For the purposes and effects hereof,  
CONTRACTOR is a provider of logistics, freight  
forwarding, customs clearance, intermediation in  
the contracting of cargo insurance and storage, as  
well as related activities for CLIENT, which  
include, but are not limited to, intermediation and  
forwarding of air, sea and land cargo, by  
contracting third parties. CONTRACTOR does not  
guarantee the delivery of the goods within specific  
deadlines, as they depend on contracted third  
parties, in the interests of CLIENT. -----

3.2. The services provided by CLIENT to CONTRACTOR  
will be restricted to the specification set out in  
the commercial proposal, a document that will  
contain all the values and conditions to be  
observed and in the event of its absence, the  
present rules of this instrument will be those in  
force for the provision of any service by  
CONTRACTOR. -----



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3.3. The expansion of services or any other modification in the conditions agreed by the Parties, with the exception of their cancellation before acceptance by CLIENT, will only be admitted with the express acceptance of both Parties and will imply in a price revision for less or for more, by mutual agreement. -----

3.4. Likewise, in the exercise of its activities, CONTRACTOR may enter into the merchant system fees and surcharges that have not been manifested in the bill of lading or in the negotiation with CLIENT, especially when necessary to adapt to the amounts charged by the carrier. -----

3.5. Furthermore, it should be noted that any changes related to terms and conditions arising, directly or indirectly, from airlines, shipping companies or third parties related to transport, will be their exclusive responsibility, for which CONTRACTOR is hereby exempted from any liability.

CLAUSE 4 GENERAL OBLIGATIONS AND RESPONSIBILITIES  
OF THE PARTIES -----

4.1. CLIENT, without prejudice to any other obligations defined in private instruments or



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provided for by law, is aware that it shall: -----

a) Provide all information about the goods to be transported under its responsibility, being solely responsible for responding to any burden arising from inaccurate declarations/descriptions/information, including customs fines and operating costs for correcting such data and even covering any indemnification to CONTRACTOR as a result of the above. -----

b) Ensure that all goods are adequately packed and stuffed to withstand the risks inherent in transport, in accordance with legislation, as well as complying with all laws, regulations and requirements of the authorities intervening/consenting in the operation, and that it will pay all taxes, fees, fines, expenses and losses incurred or suffered due to any illegality, inaccuracy or insufficiency of information, marking, numbering, addressing or any other elements related to the goods and the operation, except in cases where this service is contracted with CONTRACTOR. -----

c) Ensure that all goods that are or may become





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dangerous, flammable, harmful or that are or may become liable to damage any property or anyone else, will be offered to the carrier for carriage, after the express prior written consent of CONTRACTOR or the carrier. -----

d) For goods of a dangerous nature that are delivered for transport without written authorization, without being correctly marked in order to indicate the nature and character of such articles or that may endanger the other goods being transported, the carrier or CONTRACTOR, may, at any time, proceed with the destruction, elimination, abandonment or render them harmless, without compensation to CONTRACTOR and without prejudice to what is owed to the carrier or to CONTRACTOR. -----

e) Be responsible for fines arising from any corrections/changes requested for the Bill of Lading, Cargo Manifest or similar document, CLIENT being aware that the carrier and CONTRACTOR may request that CLIENT provide a letter of indemnity and/or a financial guarantee, such as a deposit, for the execution of any corrections/changes. -----

f) Be responsible for the payment of detention and





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demurrage, as well as storage fees, not limited to the following cases: (i) Failure to present containers for shipment within the free period granted by the Terminal; (ii) In cases where there is no free period granted by the Terminal: dangerous cargo or special goods/containers; (iii) When there is a need to transfer the cargos; and (iv) In cases where the transfer exceeds the free period, in which case the Terminal may charge the full period, disregarding the free time, from the removal of the empty container to the actual shipment of the goods. -----

g) Be responsible for contracting Cargo Insurance with a DDR clause to guarantee full compensation in case of loss or damage. Be aware that the contracting of Cargo Insurance is independent of the services provided by CONTRACTOR and that this insurance policy contracting product will only be included in the commercial proposal if requested by CLIENT and in this case CONTRACTOR will act as an intermediary between the specialized broker or insurance company, not being responsible for the costs involved in contracting the respective



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insurance -----

h) Defend, indemnify and hold harmless the carrier and CONTRACTOR against any loss, damage, claim, liability or expense of any nature arising from any breach of either the Bill of Lading (or other transport document), this instrument or any other agreed between the Parties, as well as in the event of non-compliance with any legal obligation, or any cause related to the products for which the carrier and CONTRACTOR are not liable. -----

4.2. CONTRACTOR, without prejudice to any other obligations defined in private instruments or provided for by law, undertakes to: -----

a) Be duly qualified and registered with the competent bodies, including the licenses and permits necessary for its regular and legal operation; and comply with all the legal norms established for the exercise of its activities, being exclusively responsible for the fulfillment of this condition by the third parties subcontracted by it. -----

b) Execute the services contracted by CLIENT, in all its phases and stages until their respective



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conclusion, strictly in accordance with the legal norms and the conditions and specifications agreed with CLIENT. -----

c) In emergency cases, including the finding of failure of services subcontracted by CONTRACTOR that may compromise the proper performance of the contracted services, CONTRACTOR will take the necessary preventive and/or corrective measures to ensure the integrity of the cargo owned by CLIENT, with the purpose of the fulfillment, in the best possible way, of its contractual obligations, without the need for CLIENT's prior consent on the verified emergency. -----

4.3. In the event of non-compliance, in whole or in part, of any of the above contractual or legal obligations, the aggrieved Party is entitled to notify, in writing, the defaulting Party so that it fulfills the obligation or cures the failure, within 10 (ten) days, counted from the receipt of the notification, under penalty of remaining entitled to the aggrieved Party the right to consider terminated any existing relationship, as well as to claim compensation for the losses



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suffered. -----

4.3.1. The sanction provided for above shall be applied in addition to the measures available by law or in equity due to the breach of this instrument. -----

4.4. In addition to the rights and duties set forth above, CLIENT guarantees CONTRACTOR that: -----

a) Any compensation to be paid by CONTRACTOR, in the event of damage or loss of goods, will be a maximum of 02 (two) Special Drawing Rights (SDR) per kilo of goods transported by waterway and land, and 17 (seventeen) SDR in the air modality, always limited to 50,000 (fifty thousand) SDR per occurrence, in accordance with FIATA rules. This rule must be strictly observed so that the interest of the cargo is properly insured throughout the execution of the contracted services. For this reason, CLIENT must resolve any doubts in this regard before starting the execution of the services provided by CONTRACTOR. -----

b) CONTRACTOR is not responsible for any changes regarding prices and conditions of carriage applied by third parties, such as airlines, shipping





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companies, or related to GRI (General Rate Increase), PPS (Peak Season Surcharge), WRS (War Risk Surcharge) or any other additional charges that may be required by third parties. CONTRACTOR undertakes to inform and forward to CLIENT any changes that may occur in such conditions or prices, as soon as possible. These provisions are also applicable to demurrage and detention, whose rates can be changed without prior notice. -----

c) CLIENT is solely responsible for indicating which INCOTERM (International Trade Terms) will be used for the contracted transport, therefore, any costs and/or expenses arising from the misinterpretation of the rights and duties of the chosen INCOTERM will be the exclusive responsibility of CLIENT, except in cases in which this type of consultancy was also contracted with CONTRACTOR. -----

d) In the case of air transport, CONTRACTOR will not be responsible for obtaining special storage treatment (TC4 or any other that may replace it), being only responsible for requesting it from the airline when required by CLIENT, but without



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responsibility for its effectiveness. -----

e) In case of cancellation of the contract of carriage after the closing of the place reservation (Booking'), even before the Clean Fixture, CLIENT will be responsible for the full payment of freight and local taxes. -----

f) It will provide the necessary guarantee for the use of containers and enjoyment of free time after their unloading at the port of destination, provided that it has been agreed between the Parties, as well as in the case of changes in the loading or unloading manifest, or corrections/changes in the EC merchant. Bearing in mind that requests for alteration and/or correction of data before the Internal Revenue Service may result in customs penalties (pecuniary fines and administrative penalties). -----

g) It also undertakes to pay, on behalf of CONTRACTOR, any fines that may be imposed against it, as well as to reimburse the carrier for the fines also imposed against it as a result of the same triggering event. In the case of fines, payment must be made at the time of the tax



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assessment, evidenced by the notice of infraction drawn up to the detriment of CONTRACTOR and/or the carrier. -----

CLAUSE 5 APPLICABILITY -----

5.1. This instrument applies to all service contracts executed directly by CONTRACTOR and act as complementary rules to all private documents relating to the operations and services contracted.

CLAUSE 6 ROAD TRANSPORT -----

5.2. CLIENT declares to be aware that CONTRACTOR does not have in its scope of services the product of international or national road transport of cargo in a single form, and this type of service is only provided as an annex/complementary to the international cargo transport service (E.g. : Air, sea, etc.) and that CONTRACTOR will act as a mere intermediary agent, being only its responsibility to broker the services of third parties, always in the best interest of CLIENT. -----

5.3. The contracting of the road transport service will always be subject to the formal acceptance of CONTRACTOR and the contracting of Cargo Insurance with DDR Clause (Right of Return Waiver) by CLIENT,



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to guarantee full compensation in case of loss or damage, which cannot be it is assumed that this service and/or product will be provided as a complement to other modes of transport at no cost to CLIENT. -----

5.4. When this service is provided, CONTRACTOR will ensure the adequate professional qualification of the subcontracted personnel involved in cargo handling and transport operations and will require that all drivers are trained, registered and qualified to transport the product in transit. ----

5.4.1. In case of loss or damage to goods, at any time and in any event, the maximum indemnity to be paid by CONTRACTOR will be 02 (two) Special Drawing Rights (SDR) per kilogram of gross weight transported, in accordance with art. 14, sole paragraph of Law 11.442/2007 (Road Cargo Transport) and the FIATA model rules. -----

5.5. Likewise, it will maintain an updated emergency and/or transport accident response plan, in order to notify CLIENT as soon as possible of any abnormality that occurs during the provision of the service. -----





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5.6. For cases in which the complementary or annexed road transport service is provided, CLIENT shall: -----

a) Provide the Emergency Forms for its products, envelopes for transport and Symbology, in accordance with the current Rules, if necessary; --

b) Provide correct and accurate information about the cargos, their nature and provide the required care, as well as their adequate packaging and packaging (unloading, seals, bells, etc.), when these are not contracted with CONTRACTOR. -----

c) Provide instructions on the contents of the kit for emergencies in the event of a breakdown or leak. -----

d) Receive at its headquarters, waste and damaged products, as well as their packaging, in case of damage and accidents, if any. -----

e) Provide the necessary information for the scheduling of trucks and shipment of products; ----

f) Advise CONTRACTOR regarding the correct handling and stowage of the products. -----

5.7. The prices to be paid to CONTRACTOR by CLIENT and the form of payment are established together



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with the contracting of the contracted international transport service and invoiced according to the deadlines agreed upon at the closing of the commercial proposal and, in its absence, must be complied with until the conclusion of the land transport section. -----

CLAUSE 7 AIR TRANSPORT -----

7.1. CLIENT declares to be aware that the contracting of international or national cargo air transport agency products will be subject to the acceptance of the respective commercial proposal and, in its absence, the general rules specified in this document and CONTRACTOR will act as a mere intermediary agent, being it only responsible to arrange the services of third parties, always in the best interest of CLIENT. -----

7.2. Without prejudice to the other obligations assumed here by the Parties, especially those that will be described in the Proposals, CLIENT undertakes to: -----

a) Make the payment of the agreed price, in the form, term and conditions established in the respective commercial proposals or, in its absence,



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in accordance with the rules provided for in this instrument; -----

b) Provide the information and data necessary for the execution of the contracted transport, being responsible for damages that are directly and exclusively resulting from untrue information and/or resulting from failure in its obligation to inform and declare the cargo, also being obliged to pay any fees additional, expenses and/or penalties that are applicable, in addition to the provisions set forth in the caput of this clause; -----

c) Guide CONTRACTOR on its internal rules and procedures that are necessary to know in order to properly execute the contracted transport; -----

d) Request to CONTRACTOR, within 48 hours before the arrival of the cargos at the destination, the special storage treatment (TC4 or other that may replace it), upon payment of fees and/or tariffs, if any; and -----

e) When necessary, ensure the access of CONTRACTOR technicians to the equipment, allowing vehicles to enter its facilities; -----

f) Notify CONTRACTOR of any deviation from the



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technical quality of the services provided so that the necessary adjustments can be made. -----

7.3. In case of loss or damage to goods, at any time and in any event, the maximum indemnity to be paid by CONTRACTOR will be 17 (seventeen) Special Drawing Rights (SDR) per kilogram of gross weight transported, always limited to 50,000 (fifty thousand) SDR per occurrence, in accordance with FIATA rules. -----

7.4. For payment purposes, CLIENT agrees, whenever there is no specific commercial proposal in writing to the contrary, to make payments for all costs and expenses arising from the provision of the service:

I. On import: Until the date of arrival of the cargos at the agreed place of destination; and

II. On export: Until the date of departure of the cargos for transport; -----

7.4.1. For billing in the cases provided for in these clauses, the last amount informed to CLIENT before starting the service will be considered valid for billing, provided that it has not been questioned or counter-proposed in an attempt to negotiate. -----





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CLAUSE 8 MARITIME TRANSPORT -----

8.1. For the provision of maritime cargo agency services, CONTRACTOR will act as a mere intermediary agent, being only its responsibility to broker the services of third parties, always in the best interest of CLIENT, under the terms of paragraph 1 of Art. 37, Decree-Law No. 37/66, or rule that may replace it. -----

8.1.1. All outsourced services are subject to special conditions that may be required by the parties involved. Therefore, the contracted services may be cancelled, postponed or changed without any prior notice. -----

8.1.2. The forced use of operational alternatives and rules to fulfill obligations on the same requested routes or the forced use of different routes and standards may imply additional costs to be borne by CLIENT. -----

8.1.3. In the event of debts charged against CONTRACTOR by the maritime carrier or other subcontractor, CONTRACTOR will have the right of recourse against CLIENT, which must enter the dispute and assume responsibility for the damages



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or expenses charged. -----

8.1.4. In case of loss or damage to goods, at any time and in any event, the maximum indemnity to be paid by CONTRACTOR will be 02 (two) Special Drawing Rights (SDR) per kilogram of gross weight transported, always limited to 50,000 (fifty thousand) SDR per occurrence, in accordance with FIATA rules. -----

8.2. Without prejudice to the other obligations assumed here by the Parties, especially those that will be described in the Proposals, CLIENT undertakes to: -----

a) Provide for the storage of the goods, at its cost and risk, in the ports of origin and destination; -----

b) In loading, if necessary and requested by CONTRACTOR or Carrier, make the cargo available to the side at the rate required by the shipowner, not preventing the ship from receiving it as quickly as possible, including outside business hours. In the event of failure to make the cargo available, the shipowner is exempt from the obligation to put it on board so that there is no harm to other shippers



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and the ship may set sail at any time, without prior notice. In such case, CLIENT will be responsible for the payment of dead freight, overtime of labor and other costs arising from this failure, including Detention, to be calculated by the shipowner, per day or fraction, by the waiting time; -----

c) Provide the coupling of the crane that will carry out the loading or unloading of the cargos (hooking on/off), if necessary; -----

d) Upon unloading, if necessary and requested by CONTRACTOR or Carrier, provide vehicles or other means of receiving the goods at the rate required by the shipowner, not preventing the ship from unloading it as quickly as possible, including outside business hours. If CLIENT or its representative does not provide the necessary means to receive the cargo at an ideal pace, it will be subject to Detention costs, to be calculated by the shipowner, per day or fraction, as well as overtime labor and other costs arising from this failure; --

e) Provide all necessary equipment for loading and unloading its goods, including, but not limited to,



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spreader bars, lifting frames, slings and saddles. These must be duly certified for use in this operation, if necessary; -----

f) Inform any impossibility of stacking or specific handling of the cargo, otherwise the goods will be considered to be fully stackable, which can be stowed below or on top of other cargos on board, in addition to there being no restriction for handling with a forklift or stowage on deck -----

g) ensure that its product packaging is suitable for the transport in question, as well as that it contains all the correct information (example: weight, lifting points and center of gravity), and it will be held responsible if the inaccuracy in this information causes any damage personnel, ship or equipment. -----

8.3. CLIENT is aware that the carrier is free to: -

a) transport the charterer's cargo to the port of discharge through the ship originally named or possibly by another ship, or even another means of transport that allows it to deliver the goods at the port of destination, subject to the cases of interruption of transport in diverse location; ----





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b) carry out transshipment, store the cargo on land or vessel, and then forward it to the port of discharge at its own cost, but the risk remains with CLIENT. -----

8.4. In order to comply with the amendment of the SOLAS committee (Safeguarding Human Life at Sea) of the International Maritime Organization, CLIENT must provide information about the gross weight verified (tare, cargos, dune, among others) for the shipment of goods. -----

8.4.1. The weighing information presented must comply with the rules established by the International Maritime Organization and CLIENT declares that it is aware that non-compliance with the imposed requirement, within the deadlines established by the shipowners, may result in the non-shipment of the goods. -----

8.4.2. CLIENT also declares to be aware that all expenses arising from the non-shipment of the goods due to non-compliance with the VGM requirement (VERIFIED GROSS WEIGHT) will be its responsibility, including detention, demurrage, storage, repackaging, movement and all others related to the



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permanence of the goods at the terminal for  
shipment -----

8.5. For the purposes of Demurrage, CONTRACTOR  
grants CLIENT 5 (five) calendar days for Dry  
(standard, non-refrigerated cargo), Box and High  
Cube containers; 5 (five) calendar days for Fiat  
Rack and Open Top and 2 (two) calendar days for  
refrigerated containers in accordance with the  
table set out in clause 8.5.3. below, for the use  
of containers free from demurrage, unless expressly  
agreed otherwise by the parties. -----

8.5.1. In order to enjoy the freetime and use the  
containers after their unloading, however, CLIENT  
must comply with CONTRACTOR's administrative  
procedures, delivering the Term of Responsibility  
and providing a guarantee, when requested,  
corresponding to the value of the containers used  
by it, aiming to cover eventual damages to the  
equipment and expenses related to them, such as  
demurrages, freight, fees, etc. The deposits  
provided may be used to pay off various debts  
(amortization), such as freight, Demurrage,  
compensation for damages and others that appear on



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behalf of CLIENT. -----

8.5.2. Free time starts as soon as the containers are unloaded at the port of unloading (unloading date). After the free time, CLIENT will pay daily Demurrage (import), according to the tariff table indicated below. This daily cost will be charged until the containers are returned to the carrier at the location indicated by the carrier. -----

Container Dry Type / Size	Free time	From the 6th day (Incidence period)
Dry (DV) 20'	5 calendar days;	US\$ 288 / day
Dry (DV) 40'	5 calendar days;	US\$ 288 / day
High Cube (HC) 40'	5 calendar days;	US\$ 288 / day

Container Dry Especial Tipo / Tamanho	Free time	From the 6th day (Incidence period)
Fiat Rack (FR) 20'	5 calendar days;	US\$ 384 / day
Fiat Rack (FR) 40'	5 calendar days;	\$384/day
Open Top (OT) 20'	5 calendar days;	US\$ 384 / day
Open Top (OT) 40'	5 calendar days;	US\$ 384 / day

Container Reefer Type/Size	Free time	From the 3rd day (Incidence period)
Reefer (RF) 20'	2 calendar days;	US\$ 570 /day
Reefer (RF) 40'	2 calendar days;	US\$ 570 / day
Non-Operated Reefer (NOR) 20'	2 calendar days;	US\$ 288 / day
Non-Operated Reefer (NOR) 40'	2 calendar days;	US\$ 288 /day

8.5.3. The table above represents the amounts due for demurrage, however, in the event of a tariff increase, the updated tables will apply immediately. If there is an agreement to the contrary, it will prevail, as long as it is expressed and formalized by CONTRACTOR's legal representative. In case of doubt, our offices should be contacted for additional information. ---





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8.5.4. Containers must be returned undamaged, ready to be used immediately for transport. If the containers are lost or misplaced, or if their total loss is declared, or if they are not returned in adequate conditions, the demurrage rates will be charged until full compensation is paid for the containers, which will be in accordance with the amount informed by the carrier plus 5% (five percent) of administration costs. Furthermore, CLIENT must pay the per diem charged by the maritime carrier if the containers have been leased. -----

8.5.5. The count of the free period and the incidence of the daily table start on the date of unloading of containers. CLIENT is aware that any free period exceeding the periods mentioned in this clause is granted as a bonus for payment on the due date of the invoices, and that in case of delay such benefit may be canceled, generating the cancellation of invoices already issued and the rebilling based on non-subsidized deadlines -----

8.6. Likewise, for the purposes of Detention (export demurrage), CONTRACTOR grants CLIENT 5





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(five) calendar days for Dry (standard, non-refrigerated), Box and High Cube containers; 5 (five) calendar days for Fiat Rack and Open Top and 2 (two) calendar days for refrigerated containers, for use of containers free from Detention, unless otherwise expressly agreed by the parties -----

8.6.1. In order to enjoy the Detention-free period and use the containers in the period prior to the shipment of the goods, however, CLIENT must comply with CONTRACTOR's administrative procedures, providing a guarantee corresponding to the value of the containers used by it. The deposits provided may be used to settle various debts, such as freight, Demurrage, Detention, compensation for damages and others that appear on behalf of CLIENT.

8.6.2. Free time starts when containers are picked up from the warehouse/container terminal (Depot). After free time, CLIENT will pay Detention rates, according to the tariff table indicated below. Failure to comply with the punctuality criterion (free time), depending on the rules established by each carrier, may lead to the daily cost being charged until the containers are loaded onto the



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carrier ship. -----

Container Dry Type / Size	Free time	From the 6th day (Incidence period)
Dry (DV) 20'	5 calendar days;	US\$ 168 / day
Dry (DV) 40'	5 calendar days;	US\$ 168 / day
High Cube (HC) 40'	5 calendar days;	US\$ 168 / day

Container Dry Special Type/Size	Free time	From the 6th day (Incidence period)
Fiat Rack (FR) 20'	5 calendar days;	US\$ 264 / day
Fiat Rack (FR) 40'	5 calendar days;	US\$ 264 / day
Open Top (OT) 20'	5 calendar days;	US\$ 264 / day
Open Top (OT) 40'	5 calendar days;	US\$ 264 / day

Container Reefer Type/Size	Free time	From the 3rd day (Incidence period)
Reefer (RF) 20'	2 calendar days;	US\$414/day
Reefer (RF) 40'	2 calendar days;	US\$ 414 / day
Non-Operated Reefer (NOR) 20'	2 calendar days;	US\$ 168 / day
Non-Operated Reefer (NOR) 40'	2 calendar days;	US\$ 168 / day

8.6.3. The table above represents the amounts due for Detention, however, in the event of an increase in rates, the updated tables will be immediately applied. If there is an agreement to the contrary regarding the free and/or tariff period, this will prevail, provided that it is expressly and formally confirmed by CONTRACTOR's legal representative. In case of doubt, our offices should be contacted for additional information. -----

8.6.4. If CLIENT does not deliver the designated cargos within the period established by the carrier ("window"), the latter will also be responsible for paying the "no show" and/or "late arrival" fee, depending on the case and in accordance with the established rules. for each Terminal and Carrier. -



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8.6.5. If the goods are designated for shipment on another ship, due to not being released, due to possible delays on the ship that will transport the cargos (force majeure) or for any other reason attributable to CLIENT, the free time period will be canceled and the demurrage rates will be canceled. will be counted from the removal of the empty container until the actual shipment of the goods on the next available ship or, in case of withdrawal or cancellation of the shipment, until the date on which the containers are returned to the carrier at the place indicated by the latter.

8.6.6. In case the containers are used in a different reservation request, the free time will not be reset and the count will always be considered from the departure from the Depot to CLIENT. Containers must be returned undamaged, ready to be used immediately for transport. -----

8.6.7. If the containers are lost or misplaced, or if their total loss is declared, or if they are not returned in adequate conditions, the demurrage rates will be charged until full compensation is paid, which will be in accordance with the amount





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informed by the carrier plus 5% (five percent) of administration costs, according to international standards applicable to this equipment. Furthermore, CLIENT must pay the per diem charged by the maritime carrier if the containers have been leased. -----

8.6.8. The counting of the free period and the incidence of the daily table, on boarding, start from the date of removal of the empty container at the agreed place. CLIENT is aware that depending on the number of free days agreed, the first day in Detention may be calculated by the second phase of the Overstay Table, and this is because the period of free use is longer. CLIENT is also aware that any free period exceeding the periods mentioned in this clause is granted as a bonus for payment on the due date of the invoices, and that in case of delay such benefit may be canceled, generating the cancellation of invoices already issued and rebilling based on non-subsidized deadlines. -----

8.6.9. Charges related to the early delivery of a cargo unit at the port terminal, that is, before the boarding window, will be CLIENT's





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responsibility based on Carrier's tariff table in force, at the same cost levels as Detention. -----

8.7. For payment purposes, CLIENT agrees, whenever there is no specific commercial proposal in writing to the contrary, to make payments for all costs and expenses arising from the provision of the service:

III. On import: Until the date of arrival of the cargos at the agreed place of destination; and ----

IV. On export: Until the date of departure of the cargos for transport; -----

8.7.1. For billing in the cases provided for in these clauses, the last amount informed to CLIENT before starting the service will be considered valid for billing, provided that it has not been questioned or counter-proposed in an attempt to negotiate. -----

**CLAUSE 9 CUSTOMS CLEARANCE -----**

9.1. For the provision of customs clearance services, the scope of action of CONTRACTOR will be restricted to the specification provided in the commercial proposal, a document that will contain all the values and conditions to be observed and, in its absence, the rules provided for in this



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instrument for the provision of service,  
responsibility and billing. -----

9.1.1. The expansion of services or any other  
modification in the conditions agreed by the  
Parties, with the exception of their cancellation  
before acceptance by CLIENT, will only be admitted  
with the express acceptance of both Parties and  
will imply in a price revision for less or for  
more, by mutual agreement. -----

9.2. It will be CLIENT's responsibility to provide  
complete, accurate and timely information regarding  
the identification of the importer/exporter,  
origin, classification of goods (NCM), description  
of goods, quantity/volume, net/gross weight and  
value to be declared, to CONTRACTOR so that, in the  
performance of its activities of customs  
clearance/clearance, it passes the correct  
information to the systems of the Federal Revenue  
Service. -----

9.3. CONTRACTOR establishes, for the purpose of  
limiting liability, that any damages resulting from  
the execution of the highlighted services, provided  
that they are duly proven and caused by



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CONTRACTOR's exclusive fault, will be limited to taxes, customs or fiscal fines, subject to the service value limit provided per event when there is a commercial proposal and, whenever there is no proposal, the equivalent of one national minimum wage per event. Losses related to delays in the provision of services, proven the direct and exclusive responsibility of CONTRACTOR, the limit referring to the amount of remuneration of the respective service that resulted from the delay is established. -----

9.4. For payment purposes, CLIENT agrees that whenever there is no specific commercial proposal in writing to the contrary, it will remunerate CONTRACTOR at the floor of 1 (one) national minimum wage, per import declaration (DI), always within the of unpacking the goods and delivering the same to CLIENT. -----

CLAUSE 10 CUSTOMS CONSULTANCY -----

10.1. The customs consulting service is only provided by CONTRACTOR upon demand and according to the specification provided in the commercial proposal and accepted by CLIENT, a document that



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will contain all the values and conditions to be observed, and may include the following services:

a) Advice on tariff classification of goods in the NCM; -----

b) Information on administrative treatment for goods and operations in import and export; -----

c) Advice on classification of goods in other nomenclatures based on the Harmonized System of Classification of Goods (HS), as well as others used by international organizations and entities involved with foreign trade; -----

d) Information on rules in force in other countries or edited by international organizations related to foreign trade; -----

e) Advice and consultancy in the issuance of EX-Tariff; -----

f) Advice and consultancy in the implementation of Logistics specialized in the supply of products for import and/or export; -----

g) Advice and consultancy in product identification, feasibility and logistics, both for import and export; -----

h) Development of feasibility of projects for





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import and export. -----

10.2. No service performed by CONTRACTOR can be understood as a consulting service, if this contract is not formalized in writing. -----

CLAUSE 11 CARGO STORAGE -----

11.1. CLIENT declares to be aware that CONTRACTOR is not a bonded terminal or has direct cargo storage services and that CONTRACTOR will only act as a mere intermediary, when requested by CLIENT, being only its responsibility to assist CLIENT in contracting the terminal of cargo, always in the best interest of CLIENT. -----

11.1.1. Whenever the intermediation of the contracting of the cargo storage service is requested, CLIENT is solely responsible for observing and analyzing all commercial conditions directly with the terminal for its contracting (Ex.: public table, free terms, values of cargo handling, scanner fees, among others), as well as any payment related to the contracting of cargo storage, must be paid directly to the terminal chosen by CLIENT. -----

CLAUSE 12 CARGO INSURANCE -----



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12.1. CLIENT declares to be aware that CONTRACTOR is not an insurance broker or the insurance company itself, therefore, in a possible insurance contract under the intermediation of CONTRACTOR, it will only act as a mere intermediary, not being responsible for the payment of indemnities or of any cost/expense arising from the contracting of this insurance on the transported goods. -----

12.1.1. Under the terms of the sole paragraph of article 436 of the Civil Code, it is stipulated between the parties that CLIENT will be subject exclusively to the conditions, mainly rules on deductible payment, obligations and indemnity limits provided by the contracted insurance policy, which may be consulted through the request to CONTRACTOR commercial team. -----

CLAUSE 13 GENERAL BILLING RULES -----

13.1. The payment of freight and other assets owed to CONTRACTOR are conditioned to the presentation of the required documentation for the conclusion of the usual foreign exchange operations, as determined by the government authorities involved in the operation. -----



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13.2. In the case of an International Carriage Contract, all expenses related thereto must be paid in full in US dollars or the currency specified in the commercial proposal, converted to the national currency on the date of effective payment. -----

13.3. CLIENT shall also: -----

13.3.1. Properly disinfect/deodorize/clean the container(s) before returning them to the carrier;

13.3.2. Use the best practices for packaging the goods, obeying the specific rules necessary for each one, in order to mitigate any risk of infection/odorization/corrosion and/or spillage of fluid(s) that may cause damage or make it impossible to immediately reuse of these; -----

13.3.3. Indemnify the carrier or the person indicated by it, for all damages it may suffer as a result of such facts, notably indemnify it for non-compliance with the clauses established above. ----

13.4. Any debts arising from the contract of transport and/or provision of services by CONTRACTOR, not paid on the date of invoicing, will incur administrative charges of 10% (ten percent) of the full value of the service, plus interest per



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diem of 1% (one per cent), until the date of its effective payment. -----

13.4.1. In the case of debts that need to be collected through third parties, in Extrajudicial or Judicial proceedings, an additional 10% (ten percent) will be due to these third parties as fees. -----

13.4.2. The outstanding securities may be taken to protest and registered with the credit protection agencies, regardless of prior notification, in view of the automatic constitution of arrears after the maturity of the securities. Within the same period, CONTRACTOR shall have the right to immediately suspend the provision of services to CLIENT, as well as suspend or refuse any other orders placed by CLIENT, and also cancel any special freetime and tariff conditions. -----

13.4.3. The values provided for in this agreement may be demanded through an execution process, the contracting parties recognizing, from now on, that the aforementioned values can be calculated through a simple arithmetic calculation, this instrument constituting an extrajudicial enforceable title,





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under the terms of article 784, III, of the Code of Civil Procedure. -----

13.5. For cases of payment of freight, dead freight, operating costs, expenses/expenses, penalties and/or fines, it should be noted that:

a) The freight, already settled or not, must be considered fully due after loading the material and will not be refunded under any circumstances. Unless otherwise agreed, the freight or any other charge governed by this contract shall be paid by CLIENT when requested by the shipowner and/or person indicated by him. Any interest charge for late payment will be passed on in full to CLIENT.

b) CLIENT will be responsible for all costs and expenses for fumigation, packing, separation of loose cargo and weighing on board, repairs, change of packaging, and any extra handling on the cargo.

c) CLIENT will be responsible for any costs, expenses, losses and penalties resulting from non-fumigated, or contaminated, or infested wood ("dunnage") that has been supplied by CLIENT, including transport costs to another port, if necessary. -----



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d) CLIENT will be responsible for the payment of any tax or tax that is levied on the cargo, calculated according to the quantity of the same.

e) The Carrier/Owner and CONTRACTOR have the right to retain the cargo (lien) as a form of guarantee in case of pending issues of any nature (freight, dead freight, Detention, Demurrage, etc.). -----

13.6. For payments that require conversion to the national currency (Real), the Central Bank exchange rate (PTAX) of the opening of the payment day will be used, with an increase of 8% (eight percent). --

13.7. The place of payment for any and all legal purposes is the city of Rio de Janeiro/RJ.

CLAUSE 14 FORMAL NOTIFICATION -----

14.1. In case of any loss or damage that is presumed to have occurred during the period of execution of the services intermediated by CONTRACTOR, CLIENT must present formal notification, in writing, at the time of delivery of the goods. -----

14.2. In the event of loss or damage that is not apparent, notification must be made within 10 (ten) calendar days after delivery, under penalty of



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forfeiture of the right to claim, under the terms of applicable legislation. -----

14.2.1. If notification is not made within the legal period, delivery will be prima facie proof of discharge and delivery in good order by the carrier and completion of CONTRACTOR's services. In any case, CONTRACTOR will be exempt from any liability of any nature if the process is not opened within 1 (one) year after the unloading of the goods or the date on which the goods should have been unloaded.

14.3. In its capacity as Freight Forwarder, CONTRACTOR will be liable up to the limit of the obligations assumed as an intermediary services agent and according to the agreed indemnity limits, as provided in this instrument. -----

14.3.1. CONTRACTOR shall not be liable for any loss or damage caused by circumstances beyond its control, such as, but not limited to, delays in the release of cargo, customs inspections, strikes, blockages, acts of God or force majeure. -----

14.3.2. In case of damage to cargo, or other losses, such as misplacement, delays, etc., CLIENT shall seek compensation directly against the actual



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carrier, exempting CONTRACTOR from any liability, under penalty of being liable in return for damages caused to CONTRACTOR. -----

14.4. CLIENT is solely responsible for any claim, claim, fine, indemnity, costs or any other payment (including legal costs and attorney's fees) that may arise or occur as a result of breach or defect in the fulfillment of the obligations assumed with the carrier and CONTRACTOR. -----

**CLAUSE 15 ABANDONMENT OF GOODS AND DEUNITIZATION --**

15.1. If CLIENT does not remove its goods within the free time period, or if CLIENT is subject to legal or administrative proceedings that may, even if potentially, delay the return of the containers, CONTRACTOR will be entitled to request the deunitization of the goods (spawning) and the return of the containers immediately, on behalf of CLIENT, in order to regain possession of the units.

15.1.1. The resulting expenses will always be CLIENT's responsibility, especially regarding storage, handling, storage, weighing, transport, legal fees, notary costs related to lawsuits and others necessary for the reintegration of the





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containers to the maritime carrier's fleet, without prejudice to the collection of the demurrage and/or other tariffs in force, which will be applied until the date on which there is confirmation that the containers were effectively returned and received by the maritime carrier. This instrument, added to the Bills of Lading, any private contracts and communication between the parties, will be recognized as a power of attorney for the purposes of this clause. -----

CLAUSE 16 APPLICABLE LAWS AND JURISDICTION CHOSEN BY THE PARTIES -----

16.1. These General Conditions and the services provided by CONTRACTOR are governed and interpreted in accordance with the laws of Brazil. In the event of any dispute between CONTRACTOR and CLIENT of its services, the parties choose the Judicial District of São Paulo/SP as the jurisdiction to settle any disputes between the parties regarding the obligations agreed herein, waiving any other, however privileged it may be. -----

CLAUSE 17 FINAL PROVISIONS -----

16.2. The declared nullity of any of the clauses or



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conditions agreed will not cause the full nullity of this instrument, which will remain valid and applicable in all its other terms and conditions. -

16.3. Any eventual acceptance by CONTRACTOR of non-compliance or otherwise of compliance with any clause or condition will be interpreted as mere tolerance, and cannot be interpreted as a waiver, novation or forgiveness, and full compliance with the obligation may be required at any time. -----

Rio de Janeiro, June 29, 2022. -----

AVALON UNIT ASSESSORIA TÉCNICA LTDA -----

Av. Presidente Wilson, 165 - Sala 501 - Rio de Janeiro/RJ - CEP: 20030-90 -----



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This was the full text of said document. -----

Given under my hand on August 08, 2022, in Rio de Janeiro. -----



*Maria Vitória Rosa da Silva*

