



**alfa**  
Uma Empresa Tennant



## **SOCIEDADE ALFA LTDA.** GENERAL TERMS & CONDITIONS (PRODUCT)

**GENERAL.** All Product sales and/or quotations furnished by Sociedade Alfa Ltda. ("Alfa Tennant") or its authorized agents are conditioned upon Buyer's acceptance of the following documents (in order of priority): (1) a mutually agreed and signed agreement, if applicable; (2) a quotation provided by Alfa Tennant; and (3) these General Terms and Conditions (collectively, the "Contract"). This Contract constitutes the entire agreement between Alfa Tennant and the Buyer and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of the Contract. Alfa Tennant expressly rejects the inclusion of any different or additional terms proposed by Buyer and conditions its obligation to perform on Buyer's acceptance of these terms and conditions.

1. **PRICE.** Prices are firm for 30 days from the date of Alfa Tennant's written quotation and include any federal, state or local sales, duties, use, excise, or value-added taxes that according to Brazilian law are the responsibility of Alfa Tennant.

2. **PAYMENT.** Buyer's obligation to pay on time is of the essence to these terms, and Buyer will pay the invoiced amount without setoff or deduction. Payments are due net 30 from the date of Alfa Tennant's invoice. Credit terms may be withdrawn or changed at any time.

Fabrication and delivery may be delayed if an account is delinquent. If payment is not made on time, the Buyer shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount. Buyer will pay all costs of collection including reasonable attorneys' fees and costs. Failure to pay full amounts may result, in Alfa Tennant's sole discretion, in a revocation of any licenses or rights provided under the transaction, including warranty support. Alternatively, Seller may be entitled to reclaim the products sold and refund Buyer the purchase price and any costs of collecting the purchase price, less any indemnities and fines.

After expiry of the payment term set out above, the Buyer shall be in breach of contract, and, subject to the serving of a notice of default, all of Alfa Tennant's contractual claims and debts shall become immediately due and payable.

3. **ORDER MODIFICATIONS.** If Buyer requests to modify or cancel its purchase order after formation of a Contract, Buyer shall compensate Alfa Tennant for its reasonable expenditures made in reliance on Buyer's purchase order prior to its receipt of the modification request, including, without limitation, expenditures to design, procure, or manufacture non-standard components or configurations for machines, accessories, parts or consumables. Alfa Tennant shall use commercially reasonable efforts to mitigate such expenditures after its receipt of the modification request. All material changes and those affecting fit, form, or function must be mutually agreed upon in writing. Buyer is responsible for all reasonable costs and actual damages to Alfa Tennant related to delays caused by Buyer.

4. **DELIVERY TERMS AND TITLE.** All deliveries shall be shipped by Alfa Tennant from the manufacturing facility of its

choice. Unless otherwise agreed in writing, the delivery is pursuant to "Free Carrier" (FCA) Alfa Tennant's facility, Incoterms 2010. Title to Products and risk of loss shall pass upon delivery to the carrier. Alfa Tennant shall select the carrier. Alfa Tennant may make partial shipments.

All orders placed by the Buyer are subject to stock being available. If the Buyer unjustifiably refuses or neglects to take possession of the Products, except when there is an unexcusable delay in the delivery of the Products, it shall remain obliged to fulfill its payment obligations. In such case, the Products will be stored at the risk and expense of the Buyer.

5. **SHIPPING DATES AND INSPECTION.** Performance and shipping dates quoted represent a reasonable estimate of the time required for manufacturing and shipping at the time of order quotation or acceptance. Alfa Tennant shall not be liable for damages or penalty for carrier's delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Alfa Tennant.

Buyer must inspect and report all claims for shortages or incorrect charges within ten (10) days after Buyer's receipt of that particular shipment. Requests for proof of delivery must be received in writing within thirty (30) days after receipt of the invoice for the Products.

6. **LIMITED PRODUCT WARRANTY.** Alfa Tennant's standard manufacturer's limited warranty – which is available on the Alfa Tennant quotation, the Alfa Tennant product brochure, at <http://www.alfatennant.com.br>, or from Alfa Tennant upon request – is the sole and exclusive obligation to the Buyer for any Product sold under these terms and conditions.

7. **WARRANTY LIMITATION.** The limited product and service warranties provided by Alfa Tennant are exclusive and are given and accepted in lieu of any and all other warranties express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and all other remedies. These are the only remedies of Buyer for any breach of warranty or any other claim.

8. **LIMITATION OF LIABILITY.** Alfa Tennant's liability is limited to actual and direct damages; in no event will Alfa Tennant be liable to Buyer for any incidental, consequential, punitive, or special damages for any reason, including arising from delays in delivery, installation and/or use of the Product by Buyer, regardless of the theory advanced. Alfa Tennant's total liability arising out of the supplying or use of Products, whether in contract, tort, or otherwise, shall not exceed the cost of the goods sold for which any claim is made.

Nothing in these terms and conditions shall limit or exclude Alfa Tennant's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable), (ii) fraud or fraudulent misrepresentation, or (iii) any other matter in respect of which it would be unlawful for Alfa Tennant to exclude or restrict liability.

9. **INDEMNIFICATION.** Subject to the limitations in these terms and conditions, Alfa Tennant shall indemnify, defend, and hold Buyer harmless from and against any claim, demand, cause of action, or liability for direct damage to the extent arising from Alfa Tennant's negligence or intentional misconduct in connection with its provision of Products to Buyer. Buyer agrees to indemnify, defend, and hold Alfa Tennant harmless from and against any claim, demand, cause of action, or liability caused by third parties against Alfa Tennant relating to Buyer's use or installation of the Products, and to pay any costs and expenses incurred by Alfa Tennant to enforce Buyer's obligations.

10. **DATA PROTECTION.** Buyer explicitly agrees that Alfa Tennant has the right to collect and process personal data which is necessary to fulfill its obligations arising from the Contract and for related marketing purposes. Personal data collected outside the United States may be transferred to Alfa Tennant Company, Alfa Tennant's parent company in the U.S.

Buyer warrants to Alfa Tennant that prior to the transfer of any personal information about an individual to Alfa Tennant (including to Alfa Tennant Company) it has obtained the specific written consent of each relevant individual and to the transfer of their personal data and will, on request from Alfa Tennant, provide Alfa Tennant with a copy of such consent.

Buyer acknowledges that Alfa Tennant may equip its Products with telemetry devices for the purpose of recording and transmitting to Alfa Tennant information intended to improve Product serviceability and report geo-location data. Buyer explicitly agrees to Alfa Tennant's collection, processing, and subject to local laws, ownership of any personal data as a consequence of the use of said telemetry devices.

11. **ORBIO® CLEANING SOLUTION.** Unless expressly authorized by Alfa Tennant in writing, Buyer may only use Orbio cleaning solutions for its own internal use and may not resell the solution to third parties. Buyer is responsible for ensuring that all cleaning solutions are labeled and used in accordance with applicable health and safety regulations.

12. **INTELLECTUAL PROPERTY RIGHTS.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, patents, patent applications, trademarks, trade dress, and all other information, technical or otherwise, which was developed, made, or supplied by or for Alfa Tennant in the production of any Product sold, rendered, or licensed hereunder, including any and all derivative works, will be and remain the sole property of Alfa Tennant (or its licensors, if any) and Alfa Tennant may use them for any purpose and for any other person or entity, including Alfa Tennant. Buyer will not reverse engineer any Products.

13. **EXPORT.** Buyer understands and acknowledges that Alfa Tennant is a direct, wholly-owned affiliate of Alfa Tennant Company, a U.S. company, and is therefore subject to certain U.S. laws and regulations. In this regard, Buyer will not disclose, export, re-export, or divert any Product supplied by Alfa Tennant or any technical information, document or material, or direct Products thereof, to any country or person to whom such disclosure, export, or diversion is restricted by U.S. law unless all necessary and appropriate authorization has been obtained from the U.S. government.

14. **CONFIDENTIALITY.** Neither party shall at any time divulge, disclose or otherwise furnish, directly or indirectly, to any third

party any confidential information unless explicitly permitted herein or required by law. This Article shall not apply to any information which the receiving party can demonstrate (i) is or becomes public knowledge other than by breach of the Contract by the receiving party; or (ii) is in the possession of the receiving party without restriction in the relation to the disclosure before the date of receipt from the disclosing party; (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is independently developed without access to the confidential information.

15. **RECOVER OF PRODUCTS.** Buyer agrees to sign or authenticate, when requested by Alfa Tennant, such documents as are necessary to allow Alfa Tennant to recover the Products sold hereunder to Buyer, together with all proceeds thereof, to secure Buyer's performance and payment of all amounts due on this sale, either by means of a fiduciary sale, sale with title retention or other legal mean chosen by Alfa Tennant. Buyer authorizes Alfa Tennant to file a financing statement or other statements legally required to duly assure its recover right under this clause, and Alfa Tennant shall release any recover rights upon full payment. Notwithstanding, upon delivery Alfa Tennant (i) cannot direct the disposition of the Products, (ii) cannot rescind the transaction, (iii) cannot prohibit the Buyer from using the Products in the ordinary course of business, and (iv) has no other rights that would normally rest with the holder of a lien on the Products.

16. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform where such timely performance is beyond the reasonable control of such party, including, without limitation, acts of God, acts of governmental authorities, changes in applicable law, fire, flood, labor dispute, shortage, insurrection, war, terrorism, or inability to obtain export or import licenses.

During force majeure all of defaulting party's obligations shall be suspended. Should the period in which a party cannot fulfill its obligations as a result of force majeure continue for a period longer than ninety (90) calendar days, either party shall be entitled to terminate in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection here with.

17. **GOVERNING LAW AND DISPUTES.** The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. These terms and conditions shall be governed by the laws of Brazil and in case a dispute arises from the purchase relation among the Parties the courts of the city where the purchase order was executed shall be competent to decide upon such matter.

18. **SEVERABILITY.** If any provision of these terms and conditions is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

19. **ASSIGNMENT AND WAIVER.** Buyer may not assign the Contract without the prior written consent of Alfa Tennant, which consent shall not be unreasonably withheld or delayed. Assignment without such consent is void. A waiver of any default hereunder or failure to enforce any term or condition of the Contract shall not be construed as a waiver of any right available to either party hereunder.