

## GENERAL PROVISION CONDITIONS

### 1.0 APPLICATION

- 1.1 The present Provision Conditions are automatically applied superposing and prevailing over any conditions established by the supplier, except when stipulated on contrary, upon express and written agreement, signed by NIPLAN.
- 1.2 The present conditions prevail since the requisition of proposals up to the integral fulfillment of the Purchase Order.

### 2.0 PURCHASE PROCESSES

- 2.1 The Supplier shall return a copy of the Purchase Order with acceptance, within a term of 3 (three) working days as from its reception. The non manifestation of the Supplier during this term will implicate the full acceptance of all Conditions mentioned in the Purchase Order.
- 2.2 The Supplier shall assure the agreement with the Engineering requirements and specifications received and any observed error or discrepancy shall be communicated in writing for NIPLAN for the due revision.
- 2.2.1 The Supplier obliges to the fair observance of all technical items and determinations established by NIPLAN fulfilling entirely all specifications issued for the provision.
- 2.3 Any agreement posterior to the Purchase Order aiming complementation, exclusion or introduction of exceptions for any term comprised in the Purchase Order, will be considered valid, unless it is part of a written document agreed between parties. Such document will obligatory constitute a Purchase Order review.

### 3.0 PAYMENTS

- 3.1 NIPLAN reserves the right of requiring a bank guarantee letter and/or guarantee insurance for the payment installments that precede the material delivery.
- 3.2 Payments will be done on days 11<sup>th</sup>, 21<sup>st</sup> and 30<sup>th</sup> or in the first working day after this date when the event occurs on Saturday / Sunday or Holiday, without any increments or financial duties.

### 4.0 READJUSTMENTS

Prices are fixed and non readjustable, except when stipulated on contrary in the Purchase Order.

### 5.0 INVOICING

- 5.1 All Invoices and Duplicates shall be issued in name of NIPLAN ENGENHARIA LTDA., mentioning the complete number of the Purchase Order.
- 5.2 Invoice and Delivery Address according to conditions presented in the Purchase Order.
- 5.3 Payments only with bank slip.
- 5.4 It is forbidden to the Supplier the discount of titles, bank collection, mercantile pledge, issuing of exchange letter or, for any other form, the transference to third parties of the credits regarding values originated from this Purchase Order, without Niplan's previous and express written agreement.
- 5.5 Invoice anticipated issuing will not be allowed for future delivery of material.
- 5.6 Inobservances  
The Supplier will be responsible for all expenses originated from the inobservance of items 5.4 and 5.5.

### 6.0 CHARGE

- 6.1 Charge documents shall be presented to the Accounts Payable Sector:  
Rua Deputado Martinho Rodrigues, 51 – Jardim Prudência – CEP 04646-020  
Phone: +55 (11) 5687-1999  
Fax: +55 (11) 5686-3799  
E-mail: [niplan@niplan.com.br](mailto:niplan@niplan.com.br)

## 7.0 SERVICE PROVISION

7.1 The Service Provider is aware that Niplan, according to Normative Instruction number 69, altered by Normative Instruction number 81 from INSS [Instituto Nacional de Seguridade Social – National Welfare Institute] Collegiate Management, will retain 11% (eleven per cent) of the manpower present in the receipt and/or measurement invoices issued by the company, for means of collection of welfare contributions.

7.2 Niplan will not retain the percentage mentioned above, once the Service Provider presents authentic copy of injunction issued by the Legal Power exempting it from such retention. In this case, the INSS collection will occur by the Service Provider, which is obliged to monthly present copies of the INSS guides duly paid, together with other documents related in the Purchase Order. It is agreed between the parties that the Service Provider will immediately communicate Niplan on eventual annulling of the referred injunction, and in this case, this last one will carry the law retentions out.

7.3 In the hiring of services in which the Service Provider is obliged to supply material or dispose of equipment, it is allowed to the Contracted Party, in the invoice, the discrimination of the value corresponding to the material or equipment, from which the retention will be excluded, since contractually foreseen and duly proved.

7.4 The Contracted Party is obliged to outstand when issuing invoices, the 11% (eleven per cent) retention value over the gross invoice value, or over the amount corresponding to the manpower in case the disposed on sub item 7.3 is observed, allowing Niplan to collect the due welfare value.

7.5 In the hypothesis that Niplan doesn't make the collections in the date determined by the INSS due to reasons originated from the non fulfillment of the Service Provider of the contractual obligations in the terms, the first one will be refunded by the second one of all penalties imposed by legislation, due by the delayed collection. In case the Contracted Party delays the delivery or sends incomplete, or inadequate documentation, the term for payment will be automatically increased of the same number of working day that the definitive delivery of the documents takes, which fault determined the temporary payment suspension.

## 8.0 DOCUMENTS

8.1 All other documents related to provision, shall be issued in name of NIPLAN ENGENHARIA LTDA. – att. Supply Department, mentioning the complete number of the Purchase Order.

## 9.0 DILIGENCE, INSPECTION AND TESTS

9.1 All ordered material is subject to diligence by NIPLAN.

9.2 Where there is inspection by NIPLAN and/or its represented, the provider shall give a 5 (five) day previous notice, informing the time the material will be available for inspection, and/or test.

9.3 The Provider shall easy the inspector access in its installations, and also evidence that materials and/or equipment are being manufactured and/or provided in strict conformity with applicable norms and specifications established according to 2.2.

9.4 The inspection will not exempt the provider of the total responsibility and its obligations originated from the alluded guarantees.

## 10.0 CERTIFICATE

10.1 The material will not be received if not followed of the quality certificate issued by the manufacturer, according to the norm applicable to the material as well as origin certificate of the used raw material.

10.2 Material not in accordance with the conditions of the Purchase Order and General Provision Conditions can, at NIPLAN's criteria, be returned, and all expenses originated from the inobservance above shall be the providers responsibility.

10.3 Material subject to inspection in the provider's installations: The material present in the Purchase Order will not be received if it isn't followed of Shipping Liberation issued by NIPLAN's inspector as well as of the respective quality certificates, when applicable.

10.4 Material subject to inspection in NIPLAN's installations: The material present in the Purchase Order will be subject to inspection and acceptance in the delivery place indicated in the Purchase Order, in a term not higher than 15 (fifteen) days. Return expenses in case of non acceptance are due to the provider.

## **11.0 MODIFICATIONS**

11.1 Material substitutions and/or specification alterations can be done by the Provider without NIPLAN's previous written approval.

11.2 NIPLAN reserves the right of, after sending the Purchase Order, proceed with modifications in instructions, drawings or specification. The provider will receive in writing from NIPLAN the review requirements.

## **12.0 PACKAGE, IDENTIFICATION AND TRANSPORT**

12.1 Package, transport, load and download of material are the provider's exclusive responsibility, and NIPLAN's determinations for specific cases shall be attended, including but not limited to special protection against weather, shipping or traffic. Any expenses originated from damages caused to materials, and/or their consequences shall be refunded by the provider, and when the debtor balance allows, proceed the deduction of these payment costs to be done, without harm of other actions that can be taken by NIPLAN.

12.2 Packages shall be clearly identified according to the Purchase Order instructions.

12.3 Any amounts will be due by NIPLAN for the supplier, concerning material package or transport expenses, except when stipulated in contrary in the Purchaser Order.

## **13.0 DELIVERY TIME**

13.1 The Provider is obliged to fulfill rigorously delivery terms fixed in the Purchase Order, except for major force reasons foreseen in the Civil Code, duly proved and communicated to NIPLAN concerning the delay cause and duration, in writing, in a term of 8 (eight) days as from the major force occurrence.

## **14.0 FINE**

14.1 The non fulfillment of the delivery date will oblige the provider, independently of notification at any title, to pay a non compensatory fine, of an importance equivalent to percentages negotiated in common agreement and present in the Purchase Order.

14.2 Fines applied will be deduced from invoices to be paid or from pledged values, at NIPLAN's criteria.