



FEDERATIVE REPUBLIC OF BRAZIL

State of São Paulo

JORGE ROGÉRIO PENHA RODRIGUES

Public Sworn Translator and Interpreter of English and Portuguese

Enrolled with the Business Registry of the State of São Paulo under no. 1876 on May 13th, 2016

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Translation No. 1269

Book: 9

Folio: 119

Date: February 12, 2018.

I do hereby certify that a REPORT drafted in Portuguese was submitted to me on this date, which I translate into English as follows:

[Letterhead and logotype of FR.MEYER'S SOHN – FORWARDING BUSINESS].

[Perforated docketing].

[Stamp]: 2nd Register of Deeds and Documents and Legal Entities Civil Register of São Paulo, State of São Paulo. MICROFILM 3628662.

[Stamp]: This perforated stamp is longer valid – 2nd Registrar of Deeds and Documents.

GENERAL CONDITIONS OF BUSINESS (“GCB”)

FR. MEYER'S SOHN LOGÍSTICA BRASIL LTDA.

Taxpayer: 07.066.037/0001-61

All rendered services are based on the FIATA's Model Rules, the latest version, unless provisions otherwise agreed to the contracting party. The Conventions of Haya shall apply, as amended, the Convention of Warsaw, as amended by the Protocol of Montreal and subsequent protocols which may occur, and the conditions provided for in the Bills of Lading for each operation. These General Conditions shall apply to shipments whether the operation is covered or not by **FR MEYER'S SOHN LOGÍSTICA BRASIL LTDA** standard Bill of Lading, (“CONTRACTED PARTY”), and the single deconsolidation operations, covered by the third party's Bills of Lading (Foreign Consolidators/NVOCC) shall apply.

All services rendered by the CONTRACTED PARTY are based on the FIATA's Mode^{1, 2} Rules and on the Bill of Lading issued for each operation or business.

The conditions herein set forth are complementary to Bills of Lading and other transport documents comprising the services agreed to, including commercial proposals, but in case of any conflict between these “GCB” and other rules, such “GCB” shall prevail.

FIRST CLAUSE: DEFINITIONS

- a) “Bill of Lading” (Bill of Lading), as used in this document, includes conventional Bills of Lading, as well as electronic and expressed invoices, “Airway Bills of Lading” (AWB) and all similar documents, whatever mode is contracted.
- b) “Transport” means the total operations and services negotiated by the CONTRACTED PARTY in relation to these goods.
- c) “Charges” means freight, dead freight, Demurrage Detention, THC (foremanship) and all pecuniary obligations and expenses paid by the MERCHANT.

¹ http://www.fiata.com/uploads/media/Model_Rules_05.pdf

² <http://www.fiata.com/>





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d) "Container" is the equipment aboard used for the packaging of goods. It is not for packaging, but transportation equipment.

e) "Property" means cargo or goods received from the consigner and described in the Bill of Lading, as well as any receiver not provided by the carrier or on behalf of the same.

f) "Merchant" (Merchant) is the services' contracting party and the consigner or issuer (Shipper), the receiver, the consignee, the holder of the Bill of Lading, the owner of the goods, the endorsee of Bills of Lading or the person who has the right to the custody of the goods. All of them are joint and severally responsible for the obligations entered into when contracting the CONTRACTED PARTY'S services and third party's services

g) "Carrier" means the ship-owner, the airline company or inland carrier (by road, railroad or by pipeline). It is the issuer of the Bill of Lading (regardless of the transportation means) and its agents at the ports of loading and discharge.

k) "Vehicle" means the vessel, truck, aircraft or other means designed to carry the goods.

SECOND CLAUSE: MERCHANT/CONTRACTING PARTY'S RESPONSIBILITY

a) The MERCHANT (Merchant)/ CONTRACTING PARTY are responsible for the description of the information about the goods stated in the Bill of Lading, and shall be liable for any premium resulting from the inaccuracy information, including customs fines and operational costs for the correction of such data (correction letter's charge and customs fines).

The CONTRACTED PARTY is not responsible for the accuracy of any information which is inserted into the Bill of Lading at the request of the Merchant, such as: Letter of Credit, Import License, Business Contract, Invoice and/or number of purchase order, details of other contract to which is a party. The Merchant is responsible for the inclusion of such information, which is subject to cover any indemnity to the CONTRACTED PARTY as a result of the inexact data in the Bill of Lading or Contract of Transport. The Merchant recognizes that the CONTRACTED PARTY does not know about the cargo amount.

b) The MERCHANT assures that it has complied with the laws, regulations and requirements of intervenient authorities in the trade operation and international transport, and shall pay all taxes, charges, fines, expenses and loss incurred or sustained by reason of any illicitness, inaccuracy or insufficiency of information, marking, numbering, addressing or any other elements relating to the goods and operation.

c) The MERCHANT also assures that the goods are appropriately packaged and stuffed to bear the risks inherent to the transportation, taking into consideration its nature and in accordance with the applicable (legal and technical) laws, regulations and requirements.

d) The goods which are or may become dangerous, inflammable, prejudicial or which be or may be subject to be detrimental to any property or anyone, must be offered to the carrier for the carriage with the previous expressed consent in writing of the CONTRACTED PARTY or the carrier. The container or other transportation equipment used for the packaging of the goods must be correctly marked to indicate the nature and the quality of such articles, thus enabling the immediate identification of its content. If the goods are delivered to be carried without the authorization in writing or without due marking, or, if in the opinion of the carrier (ship-owner, airline,





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inland carrier, other) or of the CONTRACTED PARTY, the articles are or may be of a dangerous, inflammable or detrimental nature, the same may, at any time, be destroyed, eliminated, abandoned or be harmless, without payment to the MERCHANT and without prejudice to what is due to the carrier or to the CONTRACTED PARTY.

e) The MERCHANT shall be responsible for any loss or damage of any nature, including, but not limited, to the contamination, dirty, Detention and Demurrage before, during and after the carriage of the goods, as well as for damages to the vehicle and its equipment, containers and damages to the third party's interests.

f) The MERCHANT shall defend, indemnify and hold the carrier and the CONTRACTED PARTY harmless against any loss, damage, claim, responsibility or expense of any nature arising out of any breach, whether the Bill of Lading (or other transport document) and/or of this "GCB", as well as in case of failing to comply with any legal obligation, or with any product-related cause for which the carrier and the CONTRACTED PARTY are not responsible. In case of necessary corrections for the Bill of Lading or Cargo Manifest, the merchant shall be responsible for fines that may arise as a result of the same. In order to make the requested amendments, the carrier or the CONTRACTED PARTY may request an indemnity letter and a financial guarantee, such as a deposit. The purpose of these guarantees is to protect the carrier and the CONTRACTED PARTY against fines that may be applied in accordance with the Brazilian customs law.

g) The MERCHANT must hire a Cargo Insurance with the clause DDR to insure an integral indemnification in case of losses or damages. The maximum indemnification to be paid by the CONTRACTED PARTY in case of damages or losses of the goods will be 02 (two) Special Drawing Rights (SDR) per kg of goods carried by ocean freight and inland transport, and 17 (seventeen) SDR by airway, always limiting to 50,000 (fifty thousand) SDR per occurrence, according to the FIATA's rules. This rule must be strictly observed for the interest of the cargo to be duly insured throughout the rendering of the contracted services. For that reason, the MERCHANT shall ask questions on this matter before services are rendered by the CONTRACTED PARTY.

The CONTRACTED PARTY in no event shall be responsible for indemnifying the MERCHANT for any profit loss, pain or suffering, supplementary loss and damage, or also by consequent direct or indirect loss or damage. The responsibility of the CONTRACTED PARTY may not exceed the limit set above, and under any circumstance will exceed the responsibility taken on by the shipping company, air company, railway company, road transportation company, or any other provider involved in the transportation.

In case of the air transportation, the CONTRACTED PARTY shall not be responsible for having a special storing treatment (TC4 or other that may replace it), and it should be entirely requested to the air company when requested by the merchant, but without any responsibility for it to become effective.

DEADFREIGHT: In case of cancellation of the contract of transport after closing booking request (Booking), even before the Clean Fixture, the MERCHANT shall be responsible for paying in the local freight and charges.

THIRD CLAUSE: APPLICABILITY

These "GCB" shall apply to all contracts of services provided directly by the CONTRACTED PARTY under the CONTRACTED PARTY'S hiring, and act as complementary rules to all transport documents regarding the contracted operations and services.

FOURTH CLAUSE: SERVICE RENDERING

REGISTRATIONS: RG 29.368.955-6 SSP-SP - CPF/MF 732.168.600-00 - INSS 1.133.095.576-0 - PMSV (ISSQN) 446925





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For the purposes of these General Conditions, the CONTRACTED PARTY shall render logistics services, cargo agency services and correlate activities for the Merchant, which include, but are not limited to, the air, sea and land cargo freight intermediation and forwarding, upon hiring third parties. The CONTRACTED does not guarantee the delivery of the goods within specific time periods, due to the fact that it depends on contracted third parties, in the MERCHANT's interest.

Upon carrying out its activities, the CONTRACTED PARTY may enter charges and surcharges into the Merchant systems which do not have been manifested in the Bill of Lading or in the negotiation with the customer, especially when adequacy to the amounts collected by the sea carrier (NVOCC) is necessary.

FIFTH CLAUSE: FREIGHT FORWARDER

As a Freight Forwarder, the CONTRACTED PARTY shall provide agency services, always in the best interest of the MERCHANT, according to Article 37, Decree-Law # 37/66, or a rule that may replace it. All subcontracted services are subject to special conditions which may be required by the involved parties. Therefore, the special contracted services may be cancelled, postponed or changed without any previous notice. The forced use of operational alternatives and rules for complying with the obligations at the same requested routes or the forced used of different routes and standards may imply additional costs to be incurred upon by the MERCHANT. In case of debts to be paid by the CONTRACTED PARTY by the sea freight carrier or other subcontracted party, the CONTRACTED PARTY will have the right to waive the rights of recovery against the MERCHANT, and the MERCHANT shall solve the conflict in accordance with the law and take on responsibility for damages or expenses incurred upon.

CARGO DESTINATION: At the request of the merchant, the CONTRACTED PARTY may request the cargo destination to the port or warehouse selected by it. Nevertheless, the CONTRACTED PARTY will not be liable for an eventual impediment for the performance of such procedure, including, with respect to the request of TC4. Therefore, eventual extraordinary costs of removal, storing and custody of the cargo shall be incurred by the MERCHANT.

SIXTH CLAUSE: RESPONSIBILITY TO THIRD PARTIES

The CONTRACTED PARTY is neither responsible for any amendments relating to the price and conditions with respect to the transportation agreed upon by third parties, such as airlines, shipping companies or related to the GIR (General Increase Rate), HSC (High Season Surcharge), WRS (War Risk Surcharge) nor for any additional costs that may be required by third parties. The CONTRACTED PARTY undertakes to inform send to the MERCHANT of any amendment that may occur to such conditions or prices, as soon as possible. These provisions are equally applicable to Demurrage and Detention, whose rates may be amended without previous notice.

SEVENTH CLAUSE: VGM (VERIFIED GROSS MASS REQUIREMENT)

For the purpose of complying with the amendment of the SOLAS committee (Safety of Life at Sea) of the International Maritime Organization, the MERCHANT shall provide information about the VERIFIED GROSS MASS (container, tare, cargo, dunnage, among others) for the shipping of the goods.

The information submitted on the weighting shall be in accordance with the rules provided for by the International Maritime Organization and the MERCHANT states to be aware that the non-compliance with the requirement laid down, within the time agreed by the ship-owners, may cause the goods not to be shipped.

The MERCHANT also states to be aware that all expenses resulting from the goods which have not been shipped by virtue of the non-compliance with the VGM (Verified Gross Mass) requirement will be your





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responsibility, inclusion detention, demurrage, storing, repackaging, movement and all other related to the stay of the good in the terminal for shipping.

EIGHTH CLAUSE: DEMURRAGE

(i) DEMURRAGE

For Demurrage purposes, the CONTRACTED PARTY grants the MERCHANT 6 (six) working days for Dry (standard, non-refrigerated cargoes), Box, High Cube containers, 2 (two) working days for Flat Rack and Open Top containers and 2 (two) working days for reefer containers, for the containers to be used without paying demurrage, unless expressly agreed upon by the parties, in a different way. For the enjoyment of the time free from demurrage (freetime) and the use of containers after the discharge, however, the MERCHANT shall comply with the administrative procedures of the CONTRACTED PARTY, by delivering the Liability Agreement and providing a guaranty relating to the containers' amount used by the CONTRACTED PARTY, in order to cover any damages to the equipment and expenses related thereto, as demurrages, freights, charges, etc. The guaranty which has been provided may be used to rebate different debts (amortization), as freight, Demurrage, reimbursement for damages and other debts on behalf of the MERCHANT appears. However, the MERCHANT will not be hold harmless from full payment of the debts.

The freetime starts after the containers are unloaded in the port of discharge (date of discharge). After the free time, the MERCHANT shall pay daily rates of Demurrage (Importation), according to table of rates indicated below. This daily cost will be charged until the containers are returned to the carrier at the place indicated by the carrier.

The containers must be returned without damages, ready to be immediately used for carriage. Should a container is lost or misdirected, or should a total loss is stated, or should a container not be returned in proper conditions, the daily rates of demurrage (Demurrage or Detention) shall be charged until the indemnification is fully paid for the containers, or until a proper repair are provided and approved by the carrier. Also, the MERCHANT shall pay *per diem* charged by the shipping carrier if the containers have been an object of leasing (leasing).

The following table represents the amounts payable with respect to demurrage (table 8.1), however, in case of an increase in the rates, the updated tables shall immediately apply. If otherwise agreed to, this shall prevail, as long as expressed and formalized by a legal representative of the CONTRACTED PARTY. In case of doubts, our offices must be contacted for further information.

COUNTING OF THE FREE TIME AND DAILY RATE TABLE: The counting of the free time and the daily rate table get started on the date of discharge of the containers. The MERCHANT is aware that depending on the number of free days agreed to, the first day in Demurrage may be already calculated by the second period of Demurrage Table, that is why the period for the use without expenses is longer. So, for example, if the MERCHANT has a free time of 13 (thirteen) days for the use of a container 40' HIGH, the collection of Demurrage shall start in the second period, with the amount of the daily rate in USD 195.00. The MERCHANT is also aware that an eventual free time higher than those time referred to in this clause are granted for the premium to be paid on the maturity date of the invoices, and that in case of delay, such benefit may be cancelled, thus generating the cancellation of invoices already issued and the re-invoicing with basis on the time periods without the premium.





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TABLE 8.1 – DEMURRAGE

DRY CONTAINER	Free Time	1 st Period	2 nd Period
	1 st to 6 th Day	7 th to 12 th Day	13 th Day and so on
TYPE/SIZE	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20' DV	FREE TIME	USD 90.00 per day	USD 115.00 per day
40' DV	FREE TIME	USD 140.00 per day	USD 195.00 per day
40' HC	FREE TIME	USD 140.00 per day	USD 195.00 per day
SPECIAL DRY CONTAINER	Free Time	1 st Period	2 nd Period
	1 st to 2 nd Day	3 rd to 7 th Day	8 th Day and so on
TYPE/SIZE	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'OT/FR/PL	FREE TIME	USD 170.00 per day	USD 190.00 per day
40'OT/FR/PL	FREE TIME	USD 220.00 per day	USD 290.00 per day
REEFER CONTAINER	1 st to 2 nd Day	3 rd to 5 th Day	6 th Day and so on
	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'RE	FREE TIME	USD 230.00 per day	USD 290.00 per day
40'RE/HR	FREE TIME	USD 350.00 per day	USD 498.00 per day
REEFER CONTAINER	1 st to 2 nd Day	3 rd to 5 th Day	6 th Day and so on
	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'RE	FREE TIME	USD 115.00 per day	USD 160.00 per day
40'RE/HR	FREE TIME	USD 190.00 per day	USD 290.00 per day

(ii) DETENTION

Moreover, for the purposes of *Detention* (exportation demurrage), the CONTRACTED PARTY grants the MERCHANT 07 (seven) working days for Dry containers (standard, non-refrigerated cargo), Box, High Cube, 2 (two) working days for Flat Rack and Open Top containers and 2 (two) working days for reefer containers, in order to use containers which *Detention* charge has not been incurred, unless otherwise expressly agreed upon by the parties.

For enjoyment of the time free from Detention and use of containers prior to the time of the shipping of the goods, however, the MERCHANT shall comply with the administrative procedures of the CONTRACTED PARTY, and provide a guaranty relating to the amount of the containers used by the MERCHANT. The guaranty which has been provided may be used to rebate different debts, as freight, Demurrage, Detention, reimbursement for damages and other charges on behalf the MERCHANT.

Nevertheless, the MERCHANT shall be liable for full payment of the debts. The free time starts at the time that the containers are taken from the warehouse/container terminal (Depot). After the free time, the MERCHANT shall pay daily rates of Detention, according to the daily rate table indicated below. This daily cost shall be charged until the containers are delivered at the Port facility (gate in) for carriage. The cargo shall be apt to be immediately shipped, and cleared.

Should the goods be designed to take on board other vessel for not having been released or by other reason whatsoever arising in connection with the MERCHANT, the daily rates of demurrage will count until effective





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loading of the goods into the next vessel, or, should loading be withdrawn or cancelled, up to the date that the containers are returned to the carrier at the place indicated by the carrier.

Should the containers be used upon a different booking request, the free time shall not be restarted and the counting shall always be considered as from the departure from the Depot to the MERCHANT. The containers must be returned without damages, ready to be immediately used for carriage. Should a container be lost or misdirected, or a total loss is stated, or should a container not be returned in proper conditions, the daily rates of demurrage shall be charged until the indemnification are fully paid, or until a proper repair is made and approved by the carrier, according to the international standards pertaining thereto. Also, the MERCHANT shall pay per diem charged by the shipping carrier if the containers have been an object of leasing (leasing). The following table represents the amounts payable with respect to demurrage (table 8.2), however, in case of an increase in the rates, the updated tables shall immediately apply. If otherwise agreed to, this shall prevail, as long as expressed and formalized by a legal representative of the CONTRACTED PARTY. If there any questions, our offices must be contacted for further information.

TABLE 8.2 – DEMURRAGE

DRY CONTAINER	Free Time	1 st Period	2 nd Period
	1 st to 6 th Day	7 th to 12 th Day	13 th Day and so on
TYPE/SIZE	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20' DV	FREE TIME	USD 90.00 per day	USD 115.00 per day
40' DV	FREE TIME	USD 140.00 per day	USD 195.00 per day
40' HC	FREE TIME	USD 140.00 per day	USD 195.00 per day
SPECIAL DRY CONTAINER	Free Time	1 st Period	2 nd Period
	1 st to 2 nd Day	3 rd to 7 th Day	8 th Day and so on
TYPE/SIZE	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'OT/FR/PL	FREE TIME	USD 170.00 per day	USD 190.00 per day
40'OT/FR/PL	FREE TIME	USD 220.00 per day	USD 290.00 per day
REEFER CONTAINER	1 st to 2 nd Day	3 rd to 5 th Day	6 th Day and so on
	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'RE	FREE TIME	USD 230.00 per day	USD 290.00 per day
40'RE/HR	FREE TIME	USD 350.00 per day	USD 498.00 per day
REEFER CONTAINER	1 st to 2 nd Day	3 rd to 5 th Day	6 th Day and so on
	(WORKING DAYS)	WORKING DAYS)	WORKING DAYS)
20'RE	FREE TIME	USD 115.00 per day	USD 160.00 per day
40'RE/HR	FREE TIME	USD 190.00 per day	USD 290.00 per day

NINTH CLAUSE: INDEMNIFICATION FOR LOSS/DAMAGE TO A CONTAINER

In case of a total loss, robbery, theft, misdirection or other reasons whatsoever, the MERCHANT undertakes to indemnify the CONTRACTED PARTY by the residual amount of the equipment, as per required by its owner or leaseholder. It is hereby expressly provided that the counting of days in Demurrage (Importation) or Detention (Exportation), as well as the collection of per diem (leased containers), shall only cease upon payment of due indemnification.





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TENTH CLAUSE: DEFAULT

Failing to pay any amount owed to the CONTRACTED PARTY, it shall imply the payment of 2% (two percent) for delay, calculated over the amount duly rectified and accrued by interests of 1% (one percent) a.m., as from the date of the default (due date of the bank payment slip or debit note) up to the effective and full payment date, and monetary readjustment by the General Market Price Index of Getulio Vargas Foundation (IGMP/FGV). Should the debts need to be collected by means of third parties, upon judicial or extrajudicial proceedings, an additional of 10% (ten percent) shall be owed to these third parties for the fees. Outstanding negotiable instruments may be taken to a court and registered with the Credit Reporting Agency, regardless of a previous notice, considering serving an automatic notice of default after the negotiable instruments are due. In case of delay in payment for a period higher than 10 (ten) days, the CONTRACTED PARTY shall have the right to suspend the services rendering for the MERCHANT immediately, as well as to suspend or refuse any other orders placed by the MERCHANT and also, to cancel eventual special conditions of free time and rate. The amounts provided for herein may be required by enforcement proceedings, and the contracting parties, as of now, recognize that the said amounts may be calculated by a simple arithmetic calculation, and this instrument is an extrajudicial enforceable title, according to article 585, II, of the Civil Procedure Code.

ELEVENTH CLAUSE: GUARANTY PROVIDED

The MERCHANT may be requested to provide a guaranty for using containers after their discharge at the port of destination and enjoying the free time of Demurrage which has been agreed to by the parties, as well as in case of changes to cargo and discharge manifest, or corrections/amendments to CE Mercante. Considering that requests for an amendment and/or correction of data to the Federal Revenue Department of Brazil may imply customs penalties (fines and administrative penalties), the MERCHANT hereby undertakes to settle, on behalf of the CONTRACTED PARTY, eventual fines which have been entered against, as well as to reimburse the ship-owner for the fines which have been entered against the CONTRACTED PARTY arising from the fact generating them. In case of fines, the payment shall be made at the time of the tax entry, confirmed by the tax assessment notice entered against the CONTRACTED PARTY and/or the ship-owner. Alternatively to the immediate payment, the MERCHANT may require a legal dispute of the tax assessment notice, whereby the MERCHANT undertakes to pay all court fees and costs, lawyers' fees, and to make a court deposit of full debt amount for the suspension of tax payment demand.

TWELFTH CLAUSE; MEDIATOR

As a Freight Forwarder or Forwarding Agent, the CONTRACTED PARTY shall be liable up to the limit of the obligations taken on as a service agent, mediator and, according to the limits of indemnification agreed to, as provided for in these "GCB". In case of damages to cargo, or other losses, as misdirection, delays, etc., the MERCHANT shall try to seek indemnification directly against the actual carrier, and the CONTRACTED PARTY has no responsibility.

THIRTEENTH CLAUSE: RESPONSIBILITIES

The CONTRACTED PARTY shall not be liable for any loss or damage to the goods caused by the ship-owner, airline, inland carrier, cargo terminal, or any other provider involved in the supply chain. After the damages or losses have occurred, the MERCHANT shall inform the guilty party immediately and start the proceedings





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relating to a complaint suitable for the case. The MERCHANT shall keep the CONTRACTED PARTY duly informed, always in writing.

FOURTEENTH CLAUSE: FORTUITOUS CASE AND/OR FORCE MAJEURE

The CONTRACTED PARTY shall not be liable for any losses or damages caused by circumstances beyond its control, such as, but not limited to, delays for the cargo release, customs inspection, strikes, stoppages, fortuitous cases or force majeure.

FIFTEENTH CLAUSE: CONTRACTED PARTY'S RESPONSIBILITY

The CONTRACTED PARTY shall only be held liable for acts or omissions strictly pertaining to the performance of the services herein agreed to, and if it remains proven that the CONTRACTED PARTY had a specific willful misconduct in respect of the compliance with its responsibilities.

SIXTEENTH CLAUSE: MERCHANT'S RESPONSIBILITY

The MERCHANT is solely responsible for any claim, complaint, fine, indemnifications, costs or other payment whatsoever (including court costs and lawyer's fees) which may arise or occur by reason of a breach or failing to comply with the responsibilities assumed to the carrier and the CONTRACTED PARTY. The MERCHANT is responsible for providing correct and accurate information about the goods, its nature and care required, as well as for its packaging.

SEVENTEENTH CLAUSE: ABANDONMENT OF THE GOODS

If the MERCHANT does not take their goods within 30 (thirty) days, counting other 30 (thirty) days (always counted from the date of discharge at the port of destination), or if the MERCHANT is subject to legal or administrative proceedings which may, even potentially, delay the return of the containers, the CONTRACTED PARTY shall have the right to ask for the de-unitization of the goods (discharge) and the return of the containers immediately, on behalf of the MERCHANT. The MERCHANT shall be always responsible for the expenses arising from hereof, especially relating to the storage and handling of the goods. These "GCB", added to the Bills of Lading, will be recognized as a power of attorney for the purposes set forth in this clause.

EIGHTEENTH CLAUSE: FORMAL NOTICE

Should any loss or damage which presumably have been occurred during the period that the intermediate services have been rendered by the CONTRACTED PARTY, the MERCHANT shall submit a formal notice, in writing, at the time of the delivery of the goods. In case of loss or damage which has not been apparent, the notice shall be given in up to 10 (ten) working days after the delivery, under the penalty of forfeiture of rights to submit a claim, according to the applicable law. Should the notice not be given within the legal deadline, the delivery shall constitute prima facie evidence of settlement and delivery in good order by the carrier, as well as the completion of the CONTRACTED PARTY'S services. In any case, the CONTRACTED PARTY shall be exempt from any responsibility whatsoever if a lawsuit has not been filed within 1 (one) year after the discharge of the goods or on the date on which the goods should have been discharged.

NINETEENTH CLAUSE: SPECIAL CONDITIONS FOR BREAKBULK CARGO





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All quotations and/or proposals are subject to the following conditions:

- Subject to the availability of the space and departures with the ship-owner;
- Subject to the availability of the equipment;
- Subject to changes in accordance with the cargo weight and final dimensions ;
- Subject to the receipt of the cargo transport drawing;
- Subjects to the variations in the customs rates;
- Subjects to the obtainment of special permits for inland transportation (where applicable);
- Subject to fluctuations in the fuel price.

Replacement of the ship:

The ship-owner has the liberty to transport the cargo from the charterer to the port of discharge on board of an originally named vessel or eventually on board of other vessel, or even other transportation means which allows the same to comply with the delivery of the goods at the port of destination, once the possibility of interruption of the transportation in a different place has been observed.

Transshipment:

The ship-owner has the liberty to transship, store the cargo, whether on land or on the vessel, and then forward it to the port of discharge at its own cost, but for the risk of the Merchant.

Loading and Discharge:

a) The MERCHANT shall, at its own cost and risk, arrange for the storage of the goods at the port of origin and destination.

b) In the carriage, the MERCHANT shall arrange for the cargo to be made available at the shore side at the time required by the ship-owner, and the vessel, not preventing the vessel to receive it as soon as possible, including after the working hours. If the cargo availability fails, the ship-owner is exempt from the responsibility to put it on board the ship without jeopardizing other shippers and the vessel may sail off at any time, without a previous notice. In such case, the MERCHANT shall have to pay for the dead freight, for extra hours worked and other costs arising from thereof, including the Detention charge, in the amount of US 25,000.00 per day or per fraction, for the waiting time.

The MERCHANT shall arrange for the crane's hook to be hooked onto the cargo lifting point (hooking-on) for loading operations.

c) Upon discharge, the MERCHANT shall provide vehicles or other means of receiving the goods at the time required by the ship-owner, not preventing the vessel from discharging the goods as soon as possible, including after the business hours. Should the MERCHANT or its representative not provide the means required for the receipt of the cargo at an ideal time, it shall be subject to the costs resulting from the Detention in the amount of USD 25,000.00 per day or per fraction, as well as for extra hours worked and other costs resulting thereof. If there is negligence in receiving the goods, the ship-owner has duly complied with its contractual obligation and may provide the cargo's sale by means of an auction or privately.





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The MERCHANT shall arrange for the cargo hook release after discharging operations (hooking-off).

d) The MERCHANT shall provide with all equipment needed for loading and discharging the goods, including, but not limited to spreader bars, lifting frame, slings, saddles. These shall be duly certified for the use in this operation.

e) Unless previously agreed to, it should be understood that the cargo is fully stackable, which may be stowed under or over other cargoes onboard, in addition to the fact that no restriction must be placed for handling with the use of a forklift. The cargo may also be stowed on deck.

f) The MERCHANT ensures that the packaging of its product is suited for the concerned transportation, as well as ensures that the all the information contained is accurate (example: weight, lifting points and gravity center), and shall be held liable if the inaccuracy in this information may cause some damage to the crew, to the ship, or to the equipment.

g) The notice of readiness shall be issued by the vessel at any time, day or night, including on Saturdays, Sundays and Holidays. This communication shall be valid, whether the vessel is at the port or not, at the berth or not, the clearance through customs has been done or not, the vessel having free practice or not.

h) Should the vessel not be apt to be berthed for any reason whatsoever, including traffic jam, after 72 hours from its arrival at the port of loading, the ship-owner has the option to sail the vessel and cancel the contract, however the merchant shall remain responsible for the payment of Detention in the amount of USD 25,000.00 per day or per fraction for the period between the arrival of the vessel until the time the cancellation has been decided. If the shipping term is free in or shipper's/merchant's berth, then the MERCHANT shall be also liable for the full payment of the dead freight.

i) Detention shall be also payable, in the amount of USD 25,000.00 per day or per fraction, resulting from any delay in loading or discharging, including the time lost resulting from the traffic jam, swell, tide variation, shifting, rename of the berth upon request of the MERCHANT or due to the circumstances beyond the CONTRACTED PARTY's control, given the impossibility of departing after loading or discharging, or any other reason whatsoever which the ship-owner is not responsible for.

The MERCHANT also remains responsible for any extraordinary cost while the vessel is for Detention.

j) Should the vessel not be apt to discharge the goods within 5 (five) days after the arrival at the port of destination, the ship-owner shall have the liberty to shift to other port nearby and then discharge the goods, and the MERCHANT shall bear the costs. To opt for this, the ship-owner will have fully complied with the contract.

Payment of freight, dead freight, costs, charges, expenses, penalties and fines

a) The freight, already paid or not, shall be considered fully payable after material discharging and shall not be returned under any circumstances. Unless otherwise agreed upon, the freight or any other charges herein set forth shall be paid by the MERCHANT when required by the ship-owner. Any interests levied by the ship-owner due to payment delay shall be transferred to the MERCHANT.

b) The MERCHANT shall be responsible for all costs and expenses resulting from fumigation, stowing of cargo, separation of bulk cargo and on-board weighting, repairs, change of packaging, and any additional cargo handling. The MERCHANT shall be responsible for any costs, expenses, losses and penalties arising from non-fumigated (dunnage), or contaminated, or infested wood, which has been provided by the same, including t costs of transportation to other port, if applicable.





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c) The MERCHANT is responsible for the payment of any charge or tax which is charged on the cargo and is calculated in accordance with the quantity of the same.

d) the ship-owner and the CONTRACTED PARTY have a lien on the cargo as a guarantee if there are pending matters whatsoever arising (freight, dead freight, Detention, Demurrage, etc.).

TWENTIETH CLAUSE: RECEPTION AND ACCEPTANCE

The nullity stated with respect to one of the agreed clauses and conditions shall not imply nullity of the General Conditions, which shall remain valid and apply to all other terms and conditions.

Any eventual acceptance by the CONTRACTED PARTY of the non-compliance or different compliance with any clause or conditions herein set forth shall be construed as a mere indulgence, without that implying a waiver, novation or forgiveness, and that, therefore, the full compliance with the obligation may be required at any time.

TWENTY-FIRST CLAUSE: APPLICABLE LAW AND JURISDICTION

These General Conditions and services rendered by the CONTRACTED PARTY are governed and construed in accordance with the Brazilian laws, in case of any dispute between the CONTRACTED PARTY and the MERCHANT, as of now the parties hereto elect the Courts of São Paulo/SP as a jurisdiction and place of payment of the obligations agreed upon, and waive to any other howsoever privileged it may be.

TWENTY-SECOND CLAUSE: CONFIDENTIALITY

The MERCHANT hereby recognizes that all the information changed with the CONTRACTED PARTY in relation to these General Conditions and to the contracted services, especially the information relating to special conditions, shall be dealt with as confidential and kept under strict secrecy. The MERCHANT shall be subject to the payment arising from any damages caused to the CONTRACTED PARTY if there is any violation to this provision.

São Paulo, November 1, 2016.

(sgd.) (*Illegible*) – Daniel Sant'anna, FR. MEYER'S SOHN LOGÍSTICA BRASIL LTDA, Taxpayer no. 222.043.518-06.

Translator's note: There is a stamp of the 2nd Register of Deeds and Documents and Register of Legal Entities of the Capital, Taxpayer no. 45.565.272/0001-77, showing the fees collected on November 22nd, 2016 in São Paulo, and signed by Gentil Domingues dos Santos, Registrar, attached to this document.

NOTHING FURTHER was contained in the REPORT submitted, which I return with this true, faithful, and complete translation into English drafted only on the front side of 12 folios sequentially numbered from number 119 to number 130 in Book 9. In witness whereof, I have hereunto set my seal of office and signed it.

São Vicente, State of São Paulo, Brazil, February 12, 2018.

Stub No.: 13
Receipt No.: 1269
Fees: BRL 4,000.00

Tradução fiel e conforme ao documento apresentado, válida e com fé pública em todo o território nacional.

