H.B. FULLER – BRAZIL
CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1 Definitions

"Applicable law"	is Brazilian law without prejudice to any Compulsory law which may be applicable;
"Buyer"	that member of the H.B. Fuller group of companies which intends to purchase Goods or Services (including its successors and assignees);
"Compulsory law"	any compulsory European law and/or local law provision which is applicable to the Contract in addition to or by derogation of the Applicable law in some cases; notably in case (i) both Buyer and Supplier are located in same country or (ii) if such Compulsory law is regarded as a mandatory rule applicable in an international context;
"Conditions"	these conditions for the purchase of Goods and/or Services:
"Contract"	means any contract agreed between the Buyer and the Supplier for the supply of Goods and/or Services, including, without limitation, call-off contracts lasting for an agreed period of time or one-off orders, and which shall comprise these Conditions and the Order;
"Goods"	goods of any description, as set out in the Order, including but not limited to equipment, machinery, materials (whether raw or partly or wholly manufactured), plant and vehicles, and/or any goods supplied to the Buyer in connection with the supply of Services to the Buyer;
"Order"	the Buyer's written instruction to supply the Goods and/or Services (or the Buyer's written acceptance of the Supplier's offer to supply the same), including any associated technical specification or other delivery requirements;
"Price"	the price of the Goods and/or Services as set out in the Contract or otherwise agreed in writing;
"Services"	services of any kind described in the Order and all work carried out by the Supplier for the Buyer;
"Supplier"	the person(s), firm or company to whom or to which the Order is addressed (including its successors and approved assignees).

2 The Agreement

2.1 Any conditions sought to be imposed by the Supplier (including, without limitation, any terms or conditions which the Supplier purports to apply in any quotation, acknowledgement or acceptance of Order, specification or similar document) are excluded, except where otherwise agreed in writing and signed by the parties' authorised representatives.

2.2 Written acceptance of an Order, or any conduct consistent with acceptance of an Order (for example, despatch or delivery of Goods, or commencement of work on the Goods or performance of the Services), shall constitute acceptance by the Supplier of the Contract and these Conditions.

3 Delivery

3.1 Time of delivery is of the essence. The Supplier must comply with the delivery dates and addresses set out in the Contract. Unless otherwise agreed, delivery shall be made to the Buyer's site and the Supplier shall off-load the Goods. The Supplier must notify the Buyer promptly if it is unable to so comply, take every possible step to remedy the same, and shall pay any costs incurred in meeting the late or alternate delivery. The Buyer may cancel the Order and/or terminate the Contract, without prejudice to any other rights it may have, if any Goods and/or Services are not delivered strictly in accordance with the Order.

3.2 All Goods shall be packaged so as to protect them adequately before, during and after delivery. Depending upon the nature of the Goods, each delivery shall be accompanied (i) by a certificate of analysis and an up-to-date material safety data sheet in a form acceptable to the Buyer, and/or (ii) all other documentation as may be required or recommended by Applicable law, regulation or directive. The Supplier must provide a notification of premium freight (where applicable) to the Buyer, as shall be agreed with the Buyer in advance.

3.3 The Supplier must ensure that any export / import licences, certificates of origin and any other governmental authorisations or necessary documentation required by Applicable law has been obtained prior to shipment.

3.4 The Supplier shall not supply, import or export the Goods contrary to (a) United Nations, European Community, United States or other sanctions; or (b) other applicable export or import restrictions.

3.5 Delivery shall not be effected until the Goods have been unloaded and/or the Services have been performed and in each case accepted in writing by an authorised officer of the Buyer.

3.6 If the Goods are to be delivered or the Services performed by instalments, the Contract shall be treated as a single contract and not severable.

3.7 If either party is prevented or delayed in the performance of any of its obligations by an event absolutely outside its reasonable control and which has not been foreseeable ("Force Majeure Event"), that party promptly shall notify the other in writing giving all information regarding the same and take all steps reasonably possible to minimise disruption to the other. The party affected by the Force Majeure Event shall be excused performance, or punctual performance, for so long as the Force Majeure Event continues, provided that it keeps the other party fully informed of progress and, in respect of the Supplier's delivery of Goods, it does not reduce quantities supplied by any greater proportion than that by which availability is reduced to it nor does it give the Buyer's requirements any less priority than any other purchaser of Goods (as the Supplier shall evidence if so requested).

4 Quality and Description

4.1 The Supplier warrants that any Goods supplied shall, when delivered, be: (i) of the quantity and description specified in the Contract; (ii) of satisfactory quality; (iii) fit for their normal purpose and any specific purpose of the Buyer made known to the Supplier or for any other purpose of the Buyer (or its customer, where applicable) of which the Supplier ought reasonably to have been aware; and (iv) free from defects in design, material and workmanship. The Supplier, at its own expense, shall perform quality control testing in accordance with its own procedures to ensure that the Goods meet the requirements of the Contract. Shelf life periods for all Goods shall run from the date of receipt by the Buyer at its site.

4.2 The Supplier warrants that any Services supplied shall be: (i) performed efficiently, safely, competently and in conformity with any applicable industry code of practice by suitably qualified and experienced personnel; and (ii) of the highest quality which reasonably would be expected from a skilled and experienced operator providing a similar type of service in similar circumstances.

4.3 The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and/or the Services prior to entering into the Contract and acknowledges the Buyer's reliance upon the same.

4.4 The Supplier warrants that any Goods and Services provided shall: (i) comply with all Applicable law requirements and regulations, including without limitation those relating to the manufacture, packaging, packing, carriage and delivery of the Goods and the performance of the Services, and health and safety and environmental laws for the same; (ii) not infringe the intellectual property rights of any third party; and (iii) conform to any specification or other requirements referred to in the Contract.

4.5 Any hazardous material supplied must be marked by the Supplier with its international danger symbol(s) and the name displayed in English. Transport and other documents must contain the same, together with emergency information in English. The Supplier's attention is drawn to all international agreements, regulations and codes of practice relating to the packing, labelling and carriage of hazardous goods, with which the Supplier must ensure that it complies.

4.6 The Supplier shall permit the Buyer or its authorised representative to inspect and test the Goods at any time during the manufacturing, processing or storage stages, and to inspect and test performance of the Services. The Supplier shall take any steps reasonably required by the Buyer where the Buyer deems the steps necessary to ensure compliance with the Contract. For the avoidance of doubt, the Buyer's right to inspect and require steps to be taken does not indicate the Buyer's acceptance or approval of work done nor does it reduce or remove the obligation of the Supplier to comply with the Contract.

4.7 On receiving written instructions from the Buyer to vary the Goods or Services the Supplier shall use its best endeavours to so vary the Goods or Services. Any reasonable costs incurred or savings that could reasonably have been made by the Supplier in varying the Contract shall be charged or credited to the Buyer. The rates or prices specified in the Order shall form the basis for calculating costs or savings.

5 Indemnity

The Supplier shall indemnify the Buyer in full against all direct and indirect and consequential liability, loss, damages, costs and expenses (including reasonable legal fees) or other claims (including third party claims) arising from or incurred as a result of: (i) any breach of the Contract; and (ii) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying the Goods and/or the Services, except that nothing shall render the Supplier liable to indemnify the Buyer insofar as and to the extent that the matter in respect of which the Buyer seeks indemnity has been caused by the negligence of the Buyer or its employees acting in the course of their employment. This indemnification obligation is an ongoing obligation and shall survive any termination or expiration of the Contract or other purported completion of the Services or delivery of Goods.

6 Invoicing, Price and Payment

6.1 Unless stated otherwise in the Order, the Supplier may invoice the Buyer on or at any time after delivery of the Goods and/or Services. The Price shall be exclusive of sales tax (or any equivalent local tax) (if applicable) and inclusive of all charges for packaging, shipping, carriage, insurance and delivery of any Goods to the delivery address specified in the Order and any other sales and export or import duties or levies.

6.2 Invoices, and all other correspondence relating to the Contract, must quote: the date of delivery, Order number, delivery address, product name, quantity and description, and must be sent to the invoice address specified in the Order referencing the appropriate Buyer legal entity and individual contact at the Buyer. Failure to comply with this requirement shall entitle the Buyer to return the invoice, unpaid, to the Supplier.

6.3 Unless otherwise agreed specifically in writing between the parties and to the maximum extent permitted by Compulsory law, the Buyer shall pay the Price within ninety days net of issue/receipt of a valid invoice, and/or after the Buyer has accepted the Goods and/or Services in question. Payment does not constitute acceptance by the Buyer of the Goods or Services.

6.4 The Buyer may set off against the Price any sums due to the Buyer from the Supplier under the Contract or any other contract between the Buyer or any associated company and the Supplier.

7 Title and Risk

7.1 Without prejudice to the Buyer's rights to reject any Goods (before or after undertaking any acceptance testing procedure), title to and risk in the Goods shall pass to the Buyer upon satisfactory delivery. The Supplier warrants that the Buyer shall receive good and marketable title to the Goods, free of any claims, liens or encumbrances.

7.2 Where the Buyer provides free issue materials or equipment to the Supplier, these shall remain the property of the Buyer but shall be at the risk of the Supplier while in the Supplier's possession or control. The Supplier shall maintain all such materials and equipment in good order and condition, shall use the same solely for and strictly in accordance with the Contract, and otherwise shall comply with all the Buyer's directions given from time to time in respect of the same. Waste or loss shall be made good at the Supplier's expense.

7.3 The Buyer may inspect and test the Goods and may reject and return (at the risk and expense of the Supplier) such Goods as fail to conform exactly to the standards referred to in Condition 4 above. The Supplier shall replace such rejected Goods within a reasonable time (being not more than fifteen days after notice of rejection) with Goods complying with such standards. The Buyer shall not be deemed to have accepted the Goods without its written confirmation until it has had a reasonable time to inspect the Goods, or, within a reasonable time of any latent defect becoming apparent.

7.4 Defects or any shortfall in the Goods and/or Services occurring within twelve months of delivery/performance shall be promptly made good by the Supplier at its cost, by repair or replacement, and Supplier shall be

responsible for any associated costs incurred in making good the same.

7.5 The Supplier will take out insurance of a level and value sufficient to insure itself against all potential liabilities under the Contract and will provide evidence (of its certificate or further details) promptly upon the Buyer's request.

8 Confidentiality/Intellectual Property

8.1 The Supplier shall not disclose to any other party any confidential information belonging to or relating to the Buyer or any associated company (including, without limitation, specifications, formulae, manufacturing processes, know-how and any technical, business or economic information) or use such information for any purpose except as expressly authorised in writing by the Buyer. The Supplier is responsible for any unauthorised disclosures made by its employees and agents and shall take all reasonable precautions to prevent such disclosures. This obligation of confidence continues during the Contract period and for so long as the information remains confidential thereafter.

8.2 The Supplier may not use the Buyer's name or the names of its associated companies for the purposes of discussions with any third party regarding the supply of Goods or the performance of Services, or for the purposes of any advertisement or publicity, without obtaining the prior written consent of the Buyer.

8.3 The Supplier shall, upon request, assign and transfer free of charge, with full title guarantee, any intellectual property rights (including patents, patent applications and know-how) in documents, specifications, plans, drawings, samples, information or Goods created or prepared by the Supplier specifically for the Buyer (each "a Record"). Upon the Buyer's request, the Supplier will provide the Buyer with a log of all Records produced per Contract and allow the Buyer the right to use, copy and share any Record upon its request at any time.

8.4 Any documents, specifications, plans, drawings, samples, information or Goods supplied by the Buyer shall remain the Buyer's property and the Supplier shall return these and any copies to the Buyer, upon the Buyer's request, or permit the Buyer access to the Supplier's premises to recover the same.

9 Compliance

9.1 The Supplier agrees that it will comply with those laws underpinning the Buyer's Code of Business Conduct, available via this link: https://www.hbfuller.com/en/north-america/campaign-pages/legal-notices/legal-notices---eimea, the Supplier Expectations letter, available via this link: https://www.hbfuller.com/campaign-pages/legal-notices/supplier-expectations and will support the Buyer's commitment to corporate, social and ethical responsibilities, including the promotion of legitimate (not counterfeit) trade only, taking steps to ensure that no slavery or human trafficking is taking place within its organisation or its supply chain, and establishing policies to ensure that the 'conflict minerals' (namely tantalum, tin, tungsten or gold) in any products it supplies to the Buyer do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country.

9.2 The Supplier agrees that it will comply with all applicable laws, including but not limited to, international anti-bribery standards (whether the U.S. Foreign and Corrupt Practices Act, the English Bribery Act or other) which include strict rules to prohibit the offering or receiving of bribes in general commercial practice. The offering, giving or receiving of any bribe, whether directly or indirectly, is prohibited.

9.3 To the extent that the Supplier may have access to certain "personal data" in order to perform any Services or supply Goods under the Contract, it warrants that: (i) it will process and protect personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and (ii) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the Buyer's compliance with data protection rules (including, but not limited to, updated IT systems, software and processes, restricting the number of employees who may access the personal data and educating them accordingly). The Supplier will provide all such assistance as the Buyer may reasonably require with regard to ensuring compliance with EU data protection or other applicable legislation (which may include entering into a data processing agreement where appropriate). *The Supplier notes that the Buyer's Privacy Notice provides details on any Supplier information collected, why it is held and how it is used, as well as the Supplier's rights in relation to the information shared. The Supplier is invited to read the Buyer's full Privacy Notice to learn more.*

9.4 The Supplier agrees to abide by the principles of the UN Global Compact and support the UN Sustainable Development Goals.

9.5 The Supplier agrees that where applicable it will comply with and continue to meet all REACH obligations to ensure that the Goods supplied are fully compliant with Regulation 1907/2006/EC - Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"). The Supplier ensures that all substances contained in the Goods supplied (i) have been registered by the Supplier, or (ii) are exempt from registration in accordance with Annex IV/V of the REACH Regulation, or (iii) are not placed on the market in quantities above 1 ton per year, or (iv) are registered by an upstream supplier. The Supplier agrees to inform the Buyer without delay about the presence in the Goods supplied of any substances listed in the European Chemicals Agency Candidate List of Substances of Very High Concern for Authorisation.

9.6 The Supplier will provide access (to an independent third party, subject to the prior signature of a confidentiality agreement) to books and records for the Buyer's compliance audit purposes, including with regard to verifying compliance with this clause 9 as well as with clauses 3.3 and 3.4 above. Any audit conducted by or for the Buyer shall not relieve the Supplier of liability for any breach, whether or not identified via the audit.

9.7 Failure to adhere to the above provisions is a serious default and shall constitute grounds for immediate termination by the Buyer.

10 Termination

10.1 The Buyer may cancel any Order in respect of all or any part of the Goods or Services by giving notice to the Supplier at any time prior to delivery or performance and shall in such event not be liable to pay the Price for such Goods or Services but shall reimburse the Supplier's reasonable administrative costs arising directly from such cancellation.

10.2 Notwithstanding any term to the contrary in the Contract, the Buyer at its option may unilaterally terminate all or part of the Contract: (i) by ninety days' notice for any reason, (ii) by sixty days' notice in case of Force Majeure event, or (iii) insofar as is permitted by Compulsory law, immediately if the Supplier becomes bankrupt, unable to pay its debts as they fall due, enters into any composition or arrangement with its creditors or, where the Supplier is a company, if any resolution or petition to wind up the company is passed or presented or if an administrator or a receiver of the company's undertaking, property or assets or any part thereof is appointed, or (iii) if the Supplier is in breach of contract, and, if the breach can be remedied, the Supplier fails to remedy such breach within twenty days of receiving notice to do so.

10.3 Termination does not release either party from any liability which at the time of termination has accrued already or which thereafter may accrue nor does it affect the survival of any right, duty or obligation which is expressly or impliedly stated to survive termination.

10.4 Upon termination the Supplier will refund promptly advance payments made by the Buyer to the Supplier for Goods and Services not yet supplied.

10.5 The Supplier agrees that the fact that one or more Orders have been placed by the Buyer with the Supplier does not entitle the Supplier to future Orders or to an entitlement to damages or other relief where the Buyer does not place future Orders with the Supplier.

11 General

11.1 Notices shall be in writing addressed to a party at its registered office or principal place of business or such other address as a party may have notified to the other from time to time, in accordance with this clause.

11.2 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer, whether under the Contract or otherwise.

11.3 The Supplier shall not be entitled to assign or sub-contract any of its rights or obligations under the Contract without obtaining the Buyer's prior written permission.

11.4 The Supplier acts, and shall hold itself out at all times, as an independent contractor. It does not act, nor shall it act, as agent or partner of the Buyer.

11.5 Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract will not be a waiver of any of its rights under the Contract.

11.6 The Supplier shall, and shall procure that its employees, agents and subcontractors shall, abide by all the Buyer's applicable site and safety rules when on a Buyer site, in particular but not limited to, rules regarding arrival and departure and the (un)loading of Goods.

11.7 If any provision or part-provision of the Contract is or becomes invalid, illegal, unenforceable or materially unreasonable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and materially reasonable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.8 Neither the 1980 United Nations Convention on International Sale of Goods (the Vienna Convention) nor the United Nations Convention on the Limitations Period in the International Sale of Goods, as amended, shall apply but the international rules for the interpretation of trade terms (Incoterms) shall apply except where they conflict with the provisions of these Conditions.

11.9 The Contract sets out the entire agreement between the parties. This provision shall not affect any liability of Supplier for fraudulent misrepresentation.

12 Law and Jurisdiction

12.1 These Conditions and Contract shall be governed by and construed in accordance with the Brazilian law.

12.2. The Parties agree to submit to the exclusive jurisdiction of the Commercial Courts of S. Paulo, Brazil, any dispute, or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of any Contract or these Conditions or the validity or the breach thereof.