

GENERAL TERMS AND CONDITIONS FOR SUPPLY VILLARES METALS S/A

The following terms and conditions are part of this Order/Proposal and, in the absence of a contract to provide services that better defines the relationship between the parties, will rule the supplies settled by VILLARES METALS S/A (VMSA) and the client. In case of any conflicts between the present terms and conditions and the terms and conditions of a specific contract, the present terms and conditions remain in effect:

All terms, amounts, final products and conditions of this Order/Proposal is conditioned to the accomplishment of the assumptions that based the Order / Proposal.

- All information provided by Client must be correct, complete and properly disclosed to VMSA.

- In view of this Order/Proposal, each party may have access to information marked as confidential from the other party, and both parties will use the same care that are intended to protect its own confidential information with the confidential information from the other party.

Nevertheless, it is not considered confidential information the information that:

(i) is previously known by the Party;

(ii) is obtained from third parties, as far as we know, are not bound to a corresponding duty of confidentiality;

(iii) becomes publicly available without confidentiality obligations assumed herein have been raped or upon court order.

- The Client acknowledges and agrees that all intellectual property (including but not limited to patents, copyrights, methodologies, techniques, know-how ") developed by VMSA before or during the term of delivery, constitutes the sole intellectual property of VMSA.

- The limit of liability of VMSA before the Client and / or third parties regarding the performance or nonperformance of this Order/Proposal or in any way related to it, under any circumstances exceed, in aggregate, an amount equivalent to the total amount of the Order/Proposal. However, under no circumstances will the VMSA liable for lost profits and / or damages, including but not limited to lost revenue, opportunity or product.

- No Party shall be liable for events of force majeure or unforeseeable circumstances which delay, harm or impede the fulfillment of the Supply obligations of VMSA before the Client, where the injured party shall notify the other Party as soon as possible, after the occurrence of an event of unforeseeable circumstances or force majeure.

- Client agrees to make payments due on the dates agreed by the Parties, under penalty of payment of fine and interest on percentages to be informed by VMSA. Any taxes arising from this Order/Proposal are responsibility of Client.

- Client and VMSA undertake to:

(i) comply with all legal requirements and standards relating to national environmental policy emanating from the Federal, State and Municipal, mainly concerning the rational use of natural resources, avoiding waste and caring for proper disposal of your commercial or industrial garbage;

(ii) comply with the precepts and legal determinations concerning the standards of Occupational Safety and Health, as well as conventions and agreements and labor union concerning categories of employees by the Parties;

(iii) do not employ or allow its contractors to hire manpower involving the exploitation of forced labor or child labor;

(iv) do not employ workers under the age of sixteen, except as an apprentice from the age of fourteen, according to Law No. 10,097, of 19.12.2000 and the Consolidation of Labor Laws;

(v) do not employ teenagers to 18 years in places detrimental to their education, their physical, mental, moral and social as well as local services and hazardous or unhealthy at times that do not permit school attendance, and also during the night shift, considered this the period between 10PM and 5AM;

(vi) do not adopt any practice of discrimination, including religious, and do not practice any form of bullying or harassment;

(vii) maintain all facilities which will run Products /Services in accordance with the requirements and minimum standards established by the Brazilian legislation;

- The Parties undertake to respect the principles of social responsibility shown here in their routine business.

- In view of (i) the *Regulation (EC) No 961/2010 on restrictive measures against Iran replacing Regulation (EC) No 423/2007*; (ii) the *U.S. Iran Sanction Act of 1996, as amended by the Comprehensive Iran Sanction, Accountability and Divestment Act 2010*; (iii) similar regulations and statutory provisions in this respect in place globally and (iv) our group policy to control that none of our products are delivered into the Industry of the Islamic Republic of Iran (collectively "Regulations"), the Client will fully obey these Regulations, and will not deliver products, directly or indirectly, into the Industry of the Islamic Republic of Iran or resell the products to anyone he knows will do so or to circumvent this agreement in any other way.

- All the supplies made by VMSA will be governed by the laws of the Federative Republic of Brazil.

- It is elected the Court of the City of Sumaré, São Paulo State, to conduct and definitively settle any dispute arising out of deliveries made by VMSA, including its interpretation or execution.