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Uma Empresa Tennant



## SOCIEDADE ALFA LTDA.

### GENERAL TERMS & CONDITIONS (SERVICE)

**General.** All Service sales and/or quotations furnished by Sociedade Alfa Ltda. ("Alfa Tenant") or its authorized agents are conditioned upon Customer's acceptance of the following documents (in order of priority): (1) a mutually agreed and signed Equipment Schedule (or other agreement); (2) a quotation provided by Alfa Tenant; (3) the Alfa Tenant Service Agreement or other agreed upon service agreement, if applicable; and (4) these General Terms and Conditions (collectively, the "Contract"). This Contract constitutes the entire agreement between Alfa Tenant and the Customer and supersedes all other agreements and undertakings, whether written or oral, between the parties with respect to the subject matter of the Contract. Alfa Tenant expressly rejects the inclusion of any different or additional terms proposed by Customer and conditions its obligation to perform on Customer's acceptance of these terms and conditions.

1. **Price.** Unless otherwise stated in Alfa Tenant's written quotation, prices are firm for 30 days from the date of Alfa Tenant'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 Tenant.
2. **Payment.** Customer's obligation to pay on time is of the essence to these terms, and Customer will pay the invoiced amount without setoff or deduction. Payments are due net 30 days from the date of Alfa Tenant's invoice. Credit terms may be withdrawn or changed at any time.

If payment is not made on time, the Customer shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount. Customer will pay all costs of collection including reasonable attorneys' fees and costs. Alfa Tenant retains the discretion to suspend all Services if the amount due remains unpaid and refund Customer any amounts pre-paid for service and any costs of collecting such amounts, less any indemnities and fines. Alternatively, Alfa Tenant may terminate the contract immediately. Customer agrees to reimburse Alfa Tenant for all costs and expenses incurred by Alfa Tenant in a collection action for amounts owed by Customer.

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

3. **Limited Warranty.** Alfa Tenant's sole and exclusive obligation to Customer for any particular instance of service labor is Alfa Tenant's standard 30-day limited service labor warranty. This limited warranty is exclusive and is given and accepted in lieu of any and all other warranties express or implied, including all other remedies. These are the only remedies of Customer for any breach of warranty or any other claim.

4. **Limitation of Liability.** Alfa Tenant's liability is limited to actual and direct damages; in no event will Alfa Tenant be liable to Customer or any third party for any incidental, consequential, punitive, or special damages for any reason regardless of the theory advanced. Alfa Tenant's total liability arising out of the supplying of Services, whether in contract, tort, or otherwise, shall not exceed twelve (12) times the monthly fee.

Nothing in these terms and conditions shall limit or exclude Alfa Tenant'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 Tenant to exclude or restrict liability.

5. **Customer Obligations as Lessee.** If the equipment covered by this agreement is subject to a lease granted by a third party Lessor, at Alfa Tenant's request and with Customer's permission the Lessor may assume billing and collection responsibilities for the Net Monthly Fees due hereunder. Excess charges not covered by the Service Contract will be billed directly by Alfa Tenant to the Customer.
6. **Data Protection.** Customer explicitly agrees that Alfa Tenant has the right to collect and process personal data which is necessary to fulfill its obligations arising from the Contract and under the applicable privacy laws. Personal data collected outside the United States may be transferred to Alfa Tenant Company, Alfa Tenant's parent company in the U.S.

Customer warrants to Alfa Tenant that prior to the transfer of any personal information about an individual to Alfa Tenant (including to Alfa Tenant 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 Tenant, provide Alfa Tenant with a copy of such consent.

7. **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; or (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.
8. **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.

9. **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.
10. **Amendment, Assignment, and Waiver.** The Contract contains the entire agreement between the parties and no modification shall be effective unless in writing and signed by an authorized representative of both parties. Customer may not assign the Contract without the prior written consent of Alfa Tenant, 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.
11. **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.