



Kimberly-Clark Brasil
Ind.e Com de Prod de Hig Ltda

Invoicing

Kimberly-Clark Brasil

ROD BA-535, KM 13,5, RUA E S/N
42800-970 CAMACARI-Centro-BA
Inscr. Est.: 19397821
CNPJ: 02290277002507

Vendor

Vendor Number: L0004
KIMBERLY CLARK CORPORATION
351 PHELPS DRIVE
IRVING TX 75038
USA
Telephone: 1-920-721-4705
Fax: 001-920-225-3334

Ship To

Kimberly-Clark Brasil

ROD BA-535, KM 13,5, RUA E S/N
BA CAMACARI Brazil 42800-970
Telefono:
Insc. Est: 19397821
CNPJ: 02290277002507

Terms of Delivery: FCA SP

Purchase Order

P.O. Number: 6200243120

Date: 11/18/2022
Contact Person: ALEARIBA
Telephone:
Fax:
Email:

Bill To

Empresa Kimberly-Clark Brasil
Ind.e Com de Prod de Hig Ltda
Av. Engenheiro Luiz Carlos Berrini 105
São Paulo - SP
04571-010
Inscr. Est: 0

Terms of Payment:

Currency: USD
Net 60

Instructions :

Hefti - SZ - Safety and quality adequacies for BCM

Item	Material *Vend # / ** Mf #	N.C.M.	Description	Material Use	Order Quantity	Units	Unit Price C / ICMS	Plant Delivery Date	ICMS (%)	Item Value	Tax (%)
00010		49060000	BOARD, FOLDING, BIRD OF PREY, SMALL SIZE	3_Asset	1.000	EA	38,653.55 per 1 EA	12/30/2022		38,653.55	
			BOARD, FOLDING, BIRD OF PREY, SMALL SIZE - PO inicial caução								

Freight	0.00
Disccount	0.00
Other surch. before tax	38,653.60

Sub-Total	38,653.55
IPi	0.00
Total	38,653.55



PURCHASE ORDER (PO)

As used herein, the vendor listed on the purchase order (#Order#) will be referred to as #Supplier#, and the Kimberly-Clark entity listed on the Order will be referred to as #Buyer#.

1. **Acceptance - Agreement:** Supplier shall provide written and/or electronic acceptance of an Order to Buyer. However, any conduct by Supplier recognizing the existence of an agreement included but not limited to the execution of the services subject to this Order also shall be deemed an acceptance without exception of the terms of the Order. Any addition or other modification in these terms or in quantities, prices or deliveries which is contained in any acknowledgment, invoice, other form or communication from Supplier is hereby objected to and rejected, notwithstanding Buyer's acceptance of delivery or payment for goods or services. As used herein #Goods# shall mean those unique goods or services to be supplied under the applicable Order and shall also be deemed to encompass all services necessary to produce the Goods.
2. **Changes:** Buyer may at any time make changes to specifications, drawings, designs, materials, packaging, as well as, time and place of delivery, transportation or other terms of the Order, whose changes shall be documented in writing by Buyer and the Supplier should immediately implement. If any such change causes an actual increase or decrease in the cost, Buyer and Supplier shall renegotiate, provided that the Supplier submits the rational of such increase or decrease of the costs in writing to Buyer for its review and approval, without which Supplier shall not be allowed to proceed with such changes on the billing. Supplier agrees and accepts herein the change request form pursuant to this Clause.
3. **Taxes and Expenses:** The supplier accepts and acknowledges that is responsible for paying all taxes and fees, national, federal, state or municipal related to the supply agreed herein, and of any other imposed by law in the future. Buyer for its part, agrees to pay those taxes that correspond to it as the recipient of the supply and in accordance with the applicable and current Law. Buyer will execute the corresponding tax withholdings on the payment to the supplier, in accordance with the applicable and current Law.
4. **Invoicing and payment conditions:** The Supplier understands and accepts that Buyer will process the payment of the approved invoices as of the effective receipt of such invoices and in accordance with the current payment policy. The Supplier understands and accepts that Buyer will pay the invoices that comply with the conditions and payment terms established by the Parties. The Supplier understands and accepts that all invoices shall be issued against delivery of the Goods and/or services and must fully comply with the requirements established by the applicable legislation.
5. **Delivery: TIME IS OF THE ESSENCE** with respect to Supplier's obligations under Orders; if delivery of items or rendering of services is not completed by the due date set forth in the Order, Buyer reserves the right to return all or part of the Goods received or reject all or part of the service(s) implemented and may terminate all or part of this Order. In addition, Supplier shall be liable for all costs, expenses and losses related to such failure to meet the due date, return, refusal or termination. Supplier shall strictly comply with delivery instructions contained on the front of an Order (not only including transportation but also in relation to freight); if none are stated, Goods shall be delivered F.O.B. destination designated by Buyer. It is understood that the payment conditions, and mostly agreed prices are valid for Orders received within the time limits and conditions laid down. The Buyer has the right to halt without incurring in arrears any payment of any invoices for deliveries that do not meet all of the conditions of such Order. Supplier may request the postponement of delivery and/or acceptance of the Order in the event of a Force Majeure Event and should immediately report it to Buyer. Once the Force Majeure Event is overcome, Supplier shall immediately accelerate the execution of the Order aiming to meet the deadline and/or minimize the delay.
6. **Inspections, Tests, and Quality Standards:** Upon notice, Buyer may make inspection visit(s) at the site where the Goods are being designed or manufactured or services performed. Upon request, Supplier shall provide Buyer with written or verbal reports relating to the status of its performance under Orders. Neither any inspection, testing, delivery nor payment for the Goods and services delivered under Orders shall constitute acceptance thereof. Buyer may reject any goods or services which are in Buyer's judgment fail to strictly comply or conform with any quality or product specification, warranty requirements, or any Law applicable to such Good (#Defective Good#). Goods rejected or those which are supplied in excess of quantities called for herein may be returned to Supplier at its expense. In addition, Buyer may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods or services whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing in an Order shall relieve the Supplier from the obligations of testing, inspection, quality control, and of notifying Buyer of any quality deviation. Supplier shall at all times fully comply with all quality standards defined by Buyer and the applicable industry of the Goods and/or services being rendered, and that Supplier will be liable for all Defective Goods.
7. **Defective Goods and Recalls:** Should any Defective Good or any governmental action related to Defective Good require (i) destruction or withholding of any Defective Good or any finished good produced by Buyer at Supplier's cost, (ii) the return, destruction or withholding from market of any Defective Good or any finished good produced by Buyer that incorporates a Defective Good ("Recall") and/or (iii) activity performed to correct non-compliance of the Good with the specifications at a location other than a facility (#Field Correction"), Buyer will conduct all such Recalls or Field Corrections and shall charge or set-off all costs and expenses of conducting such Recalls or Field Corrections to Supplier. Supplier agrees that certain information obtained during such Recall or Field Correction will be Confidential Information of the Buyer. Supplier shall cooperate with and provide assistance to Buyer in connection with any such Recall or Field Correction.
8. **Termination:** Buyer may terminate an Order in whole or in part in any time and without any penalty whatsoever if:
 - a. **For Convenience of the Buyer:** At any time, by the Buyer at its sole discretion. In the event of such termination, Supplier shall immediately suspend all activities related to the requested supply and must immediately command its sub-suppliers to stop the execution of such supplying. The Supplier shall receive reasonable compensation for termination showing the percentage of supply executed before the notice of termination, plus actual direct costs resulting from termination. In no event Supplier shall be compensated for any work done after receipt of such notice of termination, not for any costs that could be avoided by Supplier and/or its sub-suppliers. Any claim by Supplier or sub-suppliers based on this clause shall be notified to the Buyer within thirty (30) days from the date of



receipt of such notice of termination made by Buyer.

b. Termination for Cause: By the Buyer for Cause, if Supplier breaches any obligation under the Order, these General Terms or those listed after negotiation between the Parties. In such cases, Buyer may terminate the existing Agreement, without prejudice to any other remedies which Buyer has at its disposal by law or this instrument, being Supplier liable to Buyer for any and all damages suffered, or which may incur by reason of default by Supplier and/or its Sub-Suppliers.

9. Insurance: Supplier shall remain in force all insurance required by law and shall maintain the supply at its own risk, including manpower insurance of employees rendering the implementation of services, as well as any other insurance specified in the Order. At Buyer's request, Supplier undertakes to submit documentation of compliance with this obligation.

10. Indemnity: Supplier shall defend, indemnify and hold harmless Buyer against all damages, claims, costs, fees, fines, interest payments and expenses (including attorneys' fees) arising out of or resulting from the goods or services purchased under Orders, or from any act or omission of Supplier, its agents, employees or subcontractors or which otherwise arises as a result of Supplier's performance of an Order including, without limitation, all liabilities to its employees, agents and subcontractors including but not limited to, liability for personal injury or death arising out of or resulting from providing such goods or the performance of such services. Supplier shall indemnify and hold harmless Buyer from any cost, fees, interest payments, fines or other liabilities incurred in connection with or arising from the investigation of or defense against any litigation or other judicial administrative or other legal proceedings brought against Buyer arising from acts or omissions of the Supplier or any of its subcontractors or agents in violation of, or alleged to be in violation of, the applicable laws including but not limited to the anticorruption and privacy laws of any jurisdiction.

11. Intellectual Property rights: Supplier shall indemnify, hold harmless, and, if requested by Buyer, defend Buyer against any and all claims, including but not limited to claims of Buyer's customers, consumers or competitors, that goods or services sold under Orders infringe any patent, copyright, trademark or any other rights and against any and all claims of unfair competition or trade secret violations. Buyer may be represented by and actively participate through its own counsel in any such claim or proceeding if it so desires.

Intellectual property rights over inventions and copyrighted creations resulting from an Order shall belong solely to Buyer and the amount paid to Supplier for the services rendered herein and/ or for the supply of Goods already includes the consideration for the assignment and transfer of the intellectual property rights provided for herein. Supplier agrees at no extra cost or expense to Buyer to take appropriate steps to assign such rights to Buyer.

12. Guarantee: Supplier warrants that all goods and services delivered shall:

- a. be new and of first quality;
- b. be merchantable and free from defects;
- c. conform to specifications, descriptions, quality standards and other conditions of an Order and the highest standards of the trades or professions involved;
- d. be performed by competent, trained and fully-qualified personnel in a proper and workman-like manner;
- e. be free from liens and encumbrances with good title conveyed upon payment of the purchase price;
- f. be fit and safe for their intended purpose; and
- g. be approved by qualified licensed professionals in the event professional design work is involved.

Supplier also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment incorporated into the goods or services and shall perform its responsibilities so that such warranties or guarantees remain in full effect.

Supplier agrees to promptly replace or otherwise correct, without expense to Buyer, any of the goods or services which do not conform to the foregoing warranties. In the event that Supplier or its sub-suppliers fails to promptly make such replacement or correction, Buyer may cause such replacement or correction to be made and charge Supplier for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance, and payment.

13. Confidentiality: Unless specifically and comprehensively covered by the confidentiality agreement, nondisclosure and non-use provisions of another document signed by Buyer and Supplier: (a) all information furnished by Buyer or any other person acting on behalf of Buyer and all information learned or observed about Buyer or its operations through performing an Order is confidential and Supplier shall not disclose any such information to any other person, or use such information for any purpose other than performing an Order without Buyer's express written consent and, (b) all information in tangible form, including drawings, samples, models, specifications, or other documents provided by Buyer or prepared by Supplier for Buyer shall be returned to Buyer promptly upon request. Supplier shall not publicize the fact that Buyer has contracted to purchase goods or services from Supplier, nor shall any information relating to an Order be disclosed without Buyer's written consent. Unless otherwise agreed in writing, no information disclosed by Supplier to Buyer shall be deemed confidential and Supplier shall have no rights against Buyer with respect to Buyer's use thereof.

14. Master Agreement/ Entire Agreement: The Order and any other documents referred to in it, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements relating to its object. Supplier shall immediately notify Buyer of any discrepancies or conflicts appearing on or in relation to documents. In the existence of any contract for supply of goods, products and/or services entered into by and between Buyer and Supplier in separate instrument with the same object of this Order, the agreement shall prevail and shall be complemented by the general conditions where it is silent.

15. Assignment and Sub-Contracting: Supplier shall not assign or subcontract all or part of the Order unless such assignment or subcontracting has been



previously authorized by the Buyer. Such assignment or subcontracting, even if authorized by the Buyer, does not exempt or exclude the liability of the Supplier, who will remain liable for any and all quality, guarantee and warranties established for the Products. Buyer may reject such sub-contractor or sub-supplier if it understands that it does not meet the requirements of quality, safety and safeguards required by this Order. In the event that Buyer restructures or otherwise divests a portion of its business, Buyer may freely assign an Order or agreement or any part of an Order or agreement relating to that business, to any affiliate of Buyer or to any acquirer of such business without the consent of the Supplier. To the extent that Buyer assigns an Order or agreement (or any part hereof), the rights and obligations under this Order or agreement (or such assigned portion of this Order) shall be binding on and inure to the benefit of the assignee.

16. Independent Contractor: Supplier, its sub-contractors and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Supplier shall at all times retain exclusive liability for wages and all employment related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

17. Conformity with the Law: Supplier warrants that all goods shipped under a Purchase Order have been produced and all services performed are in compliance with applicable local, state (or province), federal and international law, treaty, rule, regulation, standard or code including where appropriate, but not limited to the labor and employment laws, environmental protection and occupational health and safety and in compliance with the rules and regulations which Buyer has in effect at its facilities, if Supplier's work or services are performed at such facilities. Supplier also warrants that it shall not do anything which would cause the work environment for Buyer's agents or employees not to be in compliance with the law.

18. Data Privacy: Supplier agrees to comply with Buyer's Data Privacy Policy and undertakes to comply with all the applicable Data Privacy Laws and Cyber Security Laws including but not limited to: (i) municipal, state, federal, national and international laws including all the applicable restrictions to International Data Transfer, (ii) all regulation applicable to the Supplier and/or the Buyer, including without limitation: (a) California Consumer Privacy Act of 2018 and California Privacy Rights Act of 2020, Cal. Civ. Code § 1798.100 et seq., as well as its regulations (#CCPA/CPRA#); (b) EU General Data Protection Regulation 2016/679 (#GDPR#) and all local laws related to GDPR; (c) all GDPR regulations executed in the United Kingdom as defined by the European Union (Withdrawal) Act 2018 and its amendments apply by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (#UK GDPR#) and by the UK Data Protection Act 2018 (and its modifications and amendments); (d) Swiss Federal Act on Data Protection; (e) EU Privacy and Electronic Communications Directive 2002/58/EC, as well as their amendments and their implementation in the applicable jurisdictions; (f) the Brazilian General Law of Data Protection (#LGPD#) and (g) other laws, rules, regulations, either federal or local, and international guidance related to privacy and data security. Supplier also agrees: (i) to process the minimum necessary of personal data that may be made available only for the strict fulfillment of the Order; (ii) to adopt the best practices to preserve the rights of the data subjects and comply with the rules and principles of the Data Privacy Laws and Cyber Security Laws; (iii) to delete or transfer to the Buyer or a third party indicated by the Buyer, within the period established by the Buyer, all personal data processed in connection with the purpose of this Order; (iv) to notify the Buyer, in writing, within a period not exceeding 24 (twenty-four) hours from the moment it becomes aware of any unauthorized or unlawful processing of personal data, as well as security incidents involving Buyer's personal data, whether accidental or not, including unauthorized access, acquisition, use, alteration or disclosure, or leakage, loss, destruction and/or damage to personal data, actual or potential, processed within the scope of this Request, indicating, without limitation, the following information: (a) the date and time of the incident, (b) the list of affected data and their respective holders, (c) a detailed description of the event, indicating, when case, the consequences and risks arising from the incident, and (d) the corrective measures already adopted; (v) to guarantee that it will adopt all necessary measures to eliminate or contain security incidents and keep the Buyer always informed about the conduct of any incidents, including, but not limited to, the indication of the corrective measures to be implemented, in addition to allowing and cooperate with investigations into incidents, carried out by the Buyer or by third parties contracted by it, providing any clarifications that may be necessary; and (vi) to implement the appropriate security, technical and administrative measures to guarantee an effective level of security for the integrity, confidentiality and protection of personal data that are processed during the term and execution of this Order, being responsible for following all technical standards that may be established by the Relevant Regulatory Authority.

19. Social Compliance Standards (SSCS): Supplier warrants and represents that it understands and conducts business at all times in a manner consistent with Buyer's Social Compliance Standards available at K-C's K-C social compliance website: Standards and Requirements (kimberly-clark.com). This includes, at a minimum, adhering to all local laws including those related to workplace health and safety standards, labor practices, compensation, working hours, non-discriminatory hiring practices and environmental regulatory compliance.

20. Anti-corruption Policy (FCPA): Supplier shall, at all times, comply with the U.S. Foreign Corrupt Practices Act (#FCPA#), the U.K. Bribery Act, and any national and local anti-corruption laws applicable to Supplier including laws enacted to comply with the UN Convention Against Corruption and the OECD Convention (collectively "Anti-Corruption Laws"). Specifically, Supplier shall not offer, promise, or give, directly or indirectly through any agent or intermediary, anything of value to any person to obtain or keep business, to obtain an unfair advantage, or to encourage a person to perform his or her job duties or functions improperly and rewarding that person for having done so (#Improper Payment#). Supplier shall not, in association with this Agreement, make any payments of any nature, including facilitation payments, to government officials, political parties or their officials, or any candidate for political office without written pre-approval of Kimberly-Clark.

Supplier shall maintain accurate and complete books and records and agrees to provide to Kimberly-Clark full documentation and accounting, including receipts, of all payments, in association with this Order, made to government agencies, government officials, government employees, or political parties or their officials. In the event of any actual or alleged Improper Payment or violation of any applicable anti-corruption laws, Kimberly-Clark may terminate this Order and any agreement with Supplier immediately. Notwithstanding such termination, Kimberly-Clark shall have the right to request an independent investigation or audit, by a renowned firm of Kimberly-Clark's choice, of the Supplier and its affiliates connected to actual or alleged Improper Payment and/or violation. Supplier shall fully cooperate with such an investigation or audit and shall cause its affiliates and employees to fully cooperate. The corresponding costs will be borne by



Kimberly-Clark, to be fully reimbursed by the Supplier in case any violation is identified, in addition to any applicable damages. None of these commitments will supersede or preclude the obligation of Supplier to provide an Anti-Corruption Certification upon Kimberly-Clark request.

21. Code of Conduct: Supplier warrants and represents that it understands and conducts business in a manner consistent with Kimberly-Clark's Supplier Code of Conduct which can be found at: <https://www.kimberly-clark.com/en-us/company/supplier-link/standards-and-requirements>.

22. Product Stewardship: Supplier warrants and represents that (i) it understands and is in full compliance with the Kimberly-Clark's product stewardship standards which can be found at: Stewardship Standards (kimberly-clark.com), and (ii) it shall comply with Buyer's requests for demonstration of such compliance. In the event that Supplier is found to not be in compliance with all such product stewardship standards, then Buyer shall have the right to terminate an Order or agreement for cause.

23. Sanction Compliance: The Supplier represents that it is not subject to economic or trade sanctions imposed by the United States (including, but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce's Bureau of Industry and Security), the European Union or its Member States, the United Kingdom, the United Nations, or any other applicable sanctioning authority (collectively #Sanctioning Authorities#) and is not owned or controlled, directly or indirectly, individually or in the aggregate, by a party subject to sanctions imposed by a Sanctioning Authority (such persons defined as #Sanctioned Persons#). The Supplier represents that it is not organized or located in a jurisdiction that is the subject or target of a comprehensive embargo imposed by a Sanctioning Authority (including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) (collectively #Sanctioned Jurisdictions#). The Supplier represents that any products, software, or services it provides to Buyer are not sourced directly or indirectly from, and do not contain content sourced directly or indirectly from, a Sanctioned Jurisdiction or Sanctioned Person.

24. Liens and Encumbrances: Supplier agrees that it shall not file any liens nor encumbrances as a result of producing goods or services under an Order and that it shall not permit its subcontractors or other suppliers to file such liens nor encumbrances. If liens or encumbrances are filed, Supplier shall cooperate fully with Buyer, at Supplier's expense, to cause such lien or encumbrances to be removed.

25. Audit. Supplier will provide reasonable access to information and Supplier's employees, agents and subcontractors for the purpose of performing audits related to any Order or agreement. Supplier will, at no additional charge, provide the auditors and representatives such assistance as they may reasonably require. Supplier agrees to cooperate in good faith in any investigation or audit by Buyer and its auditors, attorneys, and representatives. Such cooperation includes: (a) providing K-C and its representatives prompt and complete access to the Supplier's records for audit and copying; (b) providing access to its owners, directors, officers, employees, and agents for interviews; and (c) allowing third-party inspections and audits at the Supplier's facilities with no more than one audit annually per facility unless further follow up audits are necessary each year to ensure any findings of non-compliance are addressed.

26. Force Majeure. Neither party shall be liable for any failure to perform or delay in performing any provision of this Agreement if such failure or delay is caused by an unforeseen fire, flood, earthquake, an act of God, natural disaster, riot, terrorism, insurrection, blockade, war or other hostilities, epidemic or pandemic, quarantine restrictions, act or restraint of governmental authority, freight embargo, and any other unforeseen cause or event, which is reasonably beyond the control of the party claiming the excuse or delay and which the affected party is not able to avoid by the exercise of reasonable foresight or to overcome by the exercise of reasonable diligence (#Force Majeure Event#) provided that the non-performing party provide timely notice and uses its best efforts to remedy its inability to perform and to mitigate the consequences of the Force Majeure Event. Upon gaining knowledge that a Force Majeure Event has occurred or is imminent, the non-performing party shall give prompt notice to the other party of the imminence or occurrence of a Force Majeure Event and provide to the other details of the following: (i) a description of the Force Majeure Event, (ii) the manner and extent to which the Force Majeure Event is preventing its ability to perform, (iii) its actual and planned efforts to mitigate the consequences of the Force Majeure Event, and (iv) when it anticipates it will be able to resume performance of its obligations under this Agreement. Should the Force Majeure Event continue for a period of ninety (90) days or longer the party not affected by the Force Majeure Event shall have the right to terminate this Agreement without penalty upon the provision of five (5) days written notice to the non-performing party. If Supplier declares a Force Majeure Event, it shall allocate its supply of goods and labor for services so that the percentage reduction in Supplier's supply or performance to Buyer is no greater than the overall percentage reduction Supplier has suffered as a result of the Force Majeure Event.

27. Governing Law and Conflict Resolution: The interpretation, validity and enforcement of an Order shall be governed by the laws of the country, or if applicable, state, province or comparable political entity in which Buyer's facility receiving the Goods or services is located, irrespective of conflict of laws rules. The Convention on the International Sale of Goods shall not be applicable to the Order. In the event of any dispute, claim, question, or disagreement arising out of or relating to any Order or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then upon notice by either party to the other, disputes, claims, questions, or differences shall be finally settled by the applicable Ordinary Court corresponding to the Buyer's legal address, unless the Parties agreed otherwise.

28. Court Fees: If the Buyer should take legal action in respect of this Order, Supplier shall reimburse Buyer for legal expenses, including attorneys' fees, incurred.

29. Waiver: Buyer's failure to insist on performance of any of the terms of an Order, its failure to exercise any right or privilege or its waiver of any breach thereunder shall not be understood as a waiver of any other right or privilege, whether of the same or similar type.