

EXPORT INVOICE

Invoice Number: IT 22003602

Tax ID IT00167700046

Remit To:

Currency	Bank	SWIFT	Account	IBAN
USD	Bank of America	BOFAGB22	86857029	GB94BOFA16505086857029

Invoice To: **10003145**

AERIS IND E COM DE EQUIP PARA GER DE
DE ENERGIA SA
CNPJ: 12.528.708/0001-07
ROD CE 155 KM 02 S/N - C.IND.PORT PECÉM
CAUCAIA Ceara 61680-000
Brazil

Invoice Date	02-Sep-2022
Ship Date	02-Sep-2022
Payment Terms	NET 90 DAYS
Due Date	01-Dec-2022
Delivery Terms	FCA Free Carrier
Shipped From	Logind,Cuneo,IT

Due date = last date by which cleared funds are due. If this is Sat / Sun / bank holiday cleared funds are due by the previous last working day.

Ship To: **10003145**

AERIS IND E COM DE EQUIP PARA GER DE
DE ENERGIA SA
CNPJ: 12.528.708/0001-07
ROD CE 155 KM 02 S/N - C.IND.PORT PECÉM
CAUCAIA Ceara 61680-000
Brazil

Order Date	21-Jul-2022
Aerovac Order/Ref.	125481
Customer Order	4500123888
Packing Slip	80295585

Item	Material Information & Description	Quantity/Unit	Price	Ext. Total (USD)
10	1035648 VFS-850G-75-2750-280-LTX Customer Part: 201662 VACUUM BAG FILM Customer Item: 10 HTS EU3920.9200.00 ECCN NLR NOTES: Shipping Marks No of pallets: 2pl Country of Manufacturing: IT - Country of Origin: IT - Country of Provenance: IT - Country of Acquisition: IT - Country of Destination: Brazil - Total Gross Weight: 1635kg Total Net Weight: 1309kg Manufacturer's name and address: AEROVAC (Mondovi) SRL - Via Vigevano 1 - Mondovi 12084 (CN) ITALY	2,800.0000 M	3.0200	8,456.00

Total Goods and Services - USD		8,456.00
VAT 0.00 %	0.00	
Sub-Total Tax		0.00
Total Invoice Amount (USD)		8,456.00

SU IMBALLO CONTRIBUTO CONAI assolto ove dovuto

Imponibile EUR 8458.54

IVA 0.00 % 0.00

Totale EUR 8458.54

Tasso di cambio del 02-SEP-2022, 1 EUR = 0,99970 USD

N.I. ARTICOLO 8, co.1, lett.a) DPR 633/72

TIPOLOGIA DI OPERAZIONE IVA: Operazione non imponibile

The sale/transaction referenced herein is subject to Aerovac's terms and conditions of sale attached hereto or available at <http://www.aerovac.com/terms-and-conditions>, or subject to the terms of a written contract covering the sale/transaction referenced herein and signed by an authorized representative of Aerovac.

INVOICE INQUIRIES: Email invoice.queries@aerovac.com

Other Contacts:

Aerovac Customer Service: PRISCILLA CARVALHO; priscilla.carvalho@aerovac.com

Aerovac Account Manager:

Customer Buyer:

Aerovac encourages the use of email as its mode of invoice distribution. Please contact your Collections Representative or Customer service Contact, if you would like to receive your invoices via email.

PLEASE STATE INVOICE NUMBER WITH YOUR PAYMENT.

TRADEMARK NOTICE: The ® indicates a Registered Trademark in the United States and the ™ indicates a trademark in the United States. The mark may also be registered, subject of an application for registration or a trademark, in other countries.

Capital Sociale € 1.000.000,00 Int. Versato

C.C.I.A.A. 66321 N. 620 del Reg. della Canc. Del Trib. Di Mondovi (Cn)

GENERAL TERMS and CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF PRODUCTS BY AEROVAC (legal entity specifically identified in the order confirmation), HEREAFTER REFERRED TO AS "AEROVAC"

1. GENERAL

1.1 These terms and conditions apply to all offers and orders to AEROVAC for the sale and delivery by AEROVAC of products (hereafter: "Goods") and services (hereafter: "Services"), and to all Agreements with AEROVAC with respect hereto.

1.2 The applicability of terms and conditions of the other party or customer (hereafter: "Customer") of AEROVAC is hereby expressly excluded.

1.3 Provisions that deviate from these terms and conditions can be invoked by the Customer only if and to the extent that these provisions are accepted by AEROVAC in writing.

2. OFFERS, ORDERS AND AGREEMENTS

2.1 All offers from AEROVAC are non-binding.

2.2 Orders and acceptance of offers by the Customer are irrevocable.

2.3 AEROVAC is only bound when it has accepted an offer in writing or has begun performance. AEROVAC is moreover only bound by what was accepted in writing. Verbal commitments or Agreements by or with AEROVAC personnel do not bind AEROVAC except and insofar as AEROVAC confirms these in writing.

2.4 These conditions apply to both changes to the Agreement and to separate Agreements.

3. PRICE

3.1 Prices set by or agreed to with AEROVAC are exclusive of V.A.T. They are valid for Ex Works (EXW) AEROVAC plant as referred to in the INCOTERMS 2010 unless otherwise agreed.

3.2 The price of Goods or Services is the price valid at the time of shipment of the Goods or performance of the Services. All shipment and delivery dates are estimated dates only.

4. DELIVERY PERIOD AND DELIVERY

4.1 The delivery period starts after the conclusion of the Agreement, and after AEROVAC has received all data to be provided by the Customer and (if appropriate) after advance payment has been received by AEROVAC or security for payment has been put at its disposal.

4.2 Failure to deliver within an agreed or stipulated delivery period does not entitle the Customer to any damages or to non-fulfillment by it of any of its own obligations arising from the Agreement. The Customer is, however, entitled to terminate the Agreement by written declaration if, and insofar as after a failure to deliver within an agreed delivery period, AEROVAC still fails to deliver the agreed upon Goods or Services within a reasonable period stipulated by the Customer in writing.

4.3 Delivery periods will be extended by the amount of time that the implementation of the Agreement is delayed by any event of force majeure. They will also be extended by the time that the Customer is later in the fulfillment of any of its obligations than is agreed to or could reasonably be expected by AEROVAC.

4.4 AEROVAC has the right to deliver Goods or Services in parts and/or through an affiliate. Each partial delivery will be deemed a separate delivery with respect to the applicability of these conditions.

4.5 AEROVAC shall not be obliged to deliver, in any month, any quantity of Goods in excess of 10% of the Customer's forecasted annual purchase volume for the Goods made known to AEROVAC or, in the absence of a forecasted annual purchase volume, 10% of the historical purchase volume of the Customer over the last six months but subject always to the availability of Goods. AEROVAC reserves the right to allocate available goods amongst its Customers. For Aerospace and Industrial Materials segment sales, AEROVAC's shipment of quantity ordered plus or minus 10% shall be deemed compliant with the order and Customer shall be obliged to pay for the actual quantity shipped.

5. TRANSPORTATION AND EQUIPMENT

5.1 In all cases where AEROVAC arranges for transport, it is entitled to solely determine the mode thereof.

5.2 AEROVAC is only obliged to co-operate in filling or loading containers, tankers, trucks and/or other means of transportation equipment arranged for by the Customer, if these are in a ready-to-fill position, if they comply with AEROVAC instructions and safety laws and regulations, and if all instructions by AEROVAC with respect to loading are followed without delay.

5.3 AEROVAC's returnable semi bulk containers and (other) equipment of AEROVAC put at the Customer disposal should be used in conformity with AEROVAC's instructions and returned to AEROVAC in conformity with any express Agreement between parties or, in the absence of an agreed date of return, as soon as possible after the agreed or intended use thereof.

6. RISK, TITLE, INTELLECTUAL PROPERTY

6.1 Risk of loss of any Goods shall transfer to the Customer upon delivery to a carrier or when AEROVAC has complied with its delivery obligations, whichever comes first.

6.2 All Goods sold and delivered by AEROVAC remain the property of AEROVAC until such time as the Customer has paid in full the price of the Goods. At such time Customer will receive good title to all such Goods free from any lien or encumbrance. Until such time, the Goods shall be marked as property of AEROVAC and insured properly by the Customer.

6.3 In case the Customer incorporates or transforms the Goods into another product prior to the full settlement of that which is owed to AEROVAC under article 6.2., Customer hereby declare and acknowledge that the legal beneficial title to the other product resulting from such incorporation or transformation is co-owned by AEROVAC, in proportion to AEROVAC's goods incorporated or transformed.

6.4 In case the Customer sells Goods prior to the full settlement of that which is owed to AEROVAC under article 6.2., the Customer can do this in the name and on behalf of AEROVAC, provided that AEROVAC directly receives from the third party purchaser the payment of the amount due for such sale, with the obligation to pay to the Customer any overcharge in respect of the price set forth in article 3. In case the Customer sells a product into which the Goods have been incorporated and/or transformed prior to the full settlement of that which is owed to AEROVAC under article 6.2., the Customer can do this provided that AEROVAC directly receives from the third party purchaser the payment of the amount due for such sale, with the obligation to pay to the Customer any overcharge in respect of the AEROVAC's quota set out in article 6.3. The Customer shall promptly inform AEROVAC of the sale as per this article 6.4.

6.5 The industrial and intellectual property rights to or associated with the Goods delivered remain with AEROVAC or third parties entitled thereto, and are never transferred to the Customer.

6.6 The Customer shall not use AEROVAC's trademark without AEROVAC's prior written permission.

7. INSPECTION, ACCEPTANCE

7.1 The Customer is obliged to take physical acceptance of the Goods at the agreed location at the time of arrival.

All costs of AEROVAC associated with a failure to take acceptance are for the account of the Customer, costs of transport and storage included.

7.2 The Customer is obliged to inspect the Goods with respect to weight, quantity and immediately noticeable defects at the time of physical acceptance.

7.3 Claims with respect to immediately noticeable defects should be notified to AEROVAC in accordance with Article 9 and AEROVAC's obligations are as described in that Article.

7.4 Claims with respect to shortages (weight, quantity) should be notified to AEROVAC in writing within 14 days after physical acceptance. In the case of a justified complaint made in a timely fashion AEROVAC shall, at the option of the Customer, either arrange for an additional delivery or credit the Customer in proportion to the extent of the shortage. With respect to shortages, AEROVAC shall have no further liability than the above obligations.

8. FORCE MAJEURE

8.1 AEROVAC is entitled to invoke force majeure if the implementation of the Agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including natural disasters, epidemics, war, mobilization, revolution, site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, transport interruptions, shortage of raw materials or energy, delay in the provision to AEROVAC of Goods or Services ordered from third parties, accidents, and interruptions of business operations.

8.2 In the case of force majeure on the part of AEROVAC, its obligations are suspended. If the force majeure lasts longer than (4) weeks, AEROVAC and the Customer are both authorized to terminate the non-feasible parts of the Agreement by a written declaration, without prejudice to the provision of article 12.

9. WARRANTY

9.1 AEROVAC warrants that the Goods sold hereunder shall conform to the attached specification, if any, and otherwise to AEROVAC's standard specification for such Goods and that upon payment of the purchase, Customer will receive good title to all such Goods free from any lien or encumbrance. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE GOODS SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED. In case of defects for which claims are submitted in a timely fashion, AEROVAC will at its own option either redeliver conforming Goods to Customer at no cost, or, credit the Customer as far as reasonable in whole or in part for the invoice value of the Goods in question.

9.2 With respect to immediately noticeable defects, the Customer must submit a claim no later than (14) days after delivery of the Goods, on penalty of loss of any warranty entitlement towards AEROVAC.

9.3 Claims with respect to other defects must be made within (14) days after their appearance and while still within the warranty period, on penalty of loss of any warranty entitlement towards AEROVAC.

9.4 Any right to a warranty lapses if:

a. Directions given by AEROVAC for storage are not followed exactly;
b. Goods are used improperly or not in conformity with the agreed to or usual purpose;

c. The Customer has not fulfilled any of its obligations towards AEROVAC arising from the underlying Agreement, or has not fulfilled them adequately or on time.

9.5 AEROVAC's warranty liability in connection with any defects in Goods it delivers is limited to its obligations under the warranty described in the previous paragraphs.

10. LIABILITY

10.1 AEROVAC is never obliged to pay damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of AEROVAC. At any rate, to the maximum extent permitted by the applicable law, AEROVAC's liability for loss of profits, consequential or indirect damage is, however, at all times excluded.

10.2 To the maximum extent permitted by the applicable law, in all cases in which AEROVAC is obliged to pay damages, damages will never be higher than the invoice value of the Goods or Services delivered whereby or in connection with which the damage was caused.

10.3 Any claim against AEROVAC, except those recognized by AEROVAC, lapses after a period of (12) months from the time the claim arose.

10.4 AEROVAC's employees, or independent contractors brought in by AEROVAC for the implementation of the Agreement, can invoke against Customer all means of defenses afforded by the Agreement as if they themselves were party to that Agreement.

10.5 To the maximum extent permitted by the applicable law, The Customer will hold harmless and indemnify AEROVAC, its employees and independent contractors brought in by it for the implementation of the Agreement for each claim by third parties in connection with the implementation by AEROVAC of the Agreement, insofar as those claims are greater than or different from those to which the Customer is entitled from AEROVAC.

10.6 On delivery to Customer, Customer assumes all responsibility and liability for, and agrees to defend and indemnify, AEROVAC against, all claims, loss or damage resulting from Customer's storage, handling or use of the Goods purchased, alone or in combination with other substances, or their containers

11. PAYMENT AND SECURITY

11.1 Payment must take place within (30) days after the invoice date unless agreed otherwise. AEROVAC has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

11.2 The Customer waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of the Customer.

11.3 If the Customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the Customer is in default on any payment, all AEROVAC's remaining claims on the Customer become due, and the Customer is immediately in default without notice with respect to those claims. As from the day on which the Customer is in default, the Customer owes AEROVAC late interest in the measure and pursuant to the terms set forth under the Italian Legislative Decree no. 231/2002.

12. SUSPENSION, TERMINATION

12.1 If the Customer does not fulfill one or more of its obligations or does not properly or timely fulfill them and does not remedy such

breach within 15 days from the receipt of the relevant default notice sent by AEROVAC, or is declared bankrupt, requests (temporary) moratorium or any other bankruptcy procedure, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, AEROVAC has the right to suspend the implementation of the Agreement or to rescind the Agreement in whole or in part, at its option and always without prejudice to any of AEROVAC's rights to compensation for costs, damage and interest.

12.2 The Customer is authorized to terminate only in the cases referred to in Articles 4.2 and 8.2 of these conditions, and then only after payment to AEROVAC of all amounts owed to AEROVAC at that time, whether or not due.

12.3 Should the import/export/transfer of the Goods violate any prohibitions and/or restrictions and/or laws, AEROVAC will be entitled to forthwith terminate the Agreement, without prejudice to its right to recover damages.

13. DISPUTES AND APPLICABLE LAW

13.1 All disputes existing between parties shall be heard exclusively by the competent Court of the registered seat of the AEROVAC entity that has confirmed the order, unless AEROVAC prefers another competent forum.

13.2 All Agreements between AEROVAC and its Customer are subject to the law of the country in which the AEROVAC entity that has confirmed the order has its registered seat.

13.3 All judicial and extra judicial costs of AEROVAC incurred in connection with the collection of any claim from the Customer are chargeable to the account of the Customer.

14. SEVERABILITY

In case one or more provisions of these terms and condition would be invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced by a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, AEROVAC shall have the option to cancel the entire transaction or to proceed based on the other provisions which remain valid.

15. REACH

In the event that REACH Regulation No 1907/2006 of the European Parliament and the Council (REACH) applies and if Customer makes a new use known to AEROVAC according to Art. 37.2 of REACH in order to extend the scope of registration of the goods, its chemical elements and/or its compounds as well as each mixture or solution supplied as defined by Art. 3 paragraphs 1) and 2) REACH, it shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.

16. EXPORTATION

16.1 The exportation and transfer of the Goods (and technical data related thereto), including transfer to any foreign person employed by AEROVAC, may be subject to appropriate authorization or licenses under the applicable laws and regulations, including without limitation under the US Export Administration Regulations, the International Traffic in Arms Regulations and the European Dual Use Regulations (EC) No 428/2009. AEROVAC's obligations hereunder are subject to obtaining any necessary authorizations and licenses under such regulations and compliance with such regulations. The Customer warrants that it is not on any Denied Parties List and that it will immediately notify AEROVAC if it is placed on any Denied Parties List. Customer will fully and truthfully complete any certifications reasonably requested by AEROVAC as to the end-use and ultimate geographic destination of any Goods sold hereunder.

16.2 The Customer represents and warrants that it will not export or re-export the Goods or technical data related thereto except in conformity with the laws and regulations referred to at 16.1 above. If the Goods being ordered are for export, the Customer must, upon the request of AEROVAC, provide AEROVAC with the name of the ultimate end-user of the Goods and details of any intermediate consignees or export agents together with a detailed description of the end-use.